

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-A/A
Amendment No. 1

FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES
PURSUANT TO SECTION 12(b) OR 12(g) OF THE
SECURITIES EXCHANGE ACT OF 1934

Charter Communications, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State of Incorporation or Organization)

43-1857213
(IRS Employer Identification No.)

12405 Powerscourt Drive, St. Louis, Missouri
(Address of Principal Executive Offices)

63131
(Zip Code)

If this form relates to the registration of a class of securities pursuant to Section 12(b) of the Exchange Act and is effective pursuant to General Instruction A.(c), check the following box.

If this form relates to the registration of a class of securities pursuant to Section 12(g) of the Exchange Act and is effective pursuant to General Instruction A.(d), check the following box.

Securities Act registration statement file number to which this form relates: CIK 1091667/SIC 4841

Securities to be registered pursuant to Section 12(b) of the Act:

**Title Of Each Class
To Be So Registered**
Preferred Share Purchase Rights

**Name Of Each Exchange On Which
Each Class Is To Be Registered**
Nasdaq

Securities to be registered pursuant to Section 12(g) of the Act:

None
(Title of Class)

INFORMATION REQUIRED IN REGISTRATION STATEMENT

Item 1. Description of Registrant's Securities to be Registered.

On December 10, 2008, the Board of Directors (the "**Board**") of Charter Communications, Inc. ("**Charter**") approved of an amendment (the "**Amendment**") to the Rights Agreement dated August 14, 2007 (the "**Rights Agreement**") between Charter and Mellon Investor Services LLC ("**Rights Agent**"). The Amendment was further approved by unanimous written consent of the holders of a majority of the Class B Common Stock of Charter by resolution dated December 23, 2008.

The Rights Agreement is currently set to terminate on the earlier to occur of: a specified event among a set of events, or the fixed date of December 31, 2008. The Amendment extends the fixed date to December 31, 2009.

The Rights Agreement was adopted by the Board in an effort to protect stockholder value by attempting to protect against a possible limitation on our ability to use our net operating loss carryforwards (the "**NOLs**") to reduce potential future federal income tax obligations. Charter has experienced and continues to experience substantial operating losses, and under the Internal Revenue Code of 1968, as amended (the "**Code**") and rules promulgated by the Internal Revenue Service, Charter may "carry forward" these losses in certain circumstances to offset any current and future earnings and thus reduce our federal income tax liability, subject to certain requirements and restrictions. To the extent that the NOLs do not otherwise become limited, Charter believes that it will be able to carry forward several billion dollars of NOLs, and therefore these NOLs could be a substantial asset to it. However, if Charter experiences an "Ownership Change," as defined in Section 382 of the Code, its ability to use the NOLs could be substantially limited, and the timing of the usage of the NOLs could be substantially delayed, which could therefore significantly impair the value of that asset.

The Rights Agreement is intended to deter any such Ownership Change without the Board's approval through a dividend distribution of one preferred share purchase right (a "**Right**") for each outstanding share of Charter's Class A common stock, par value \$0.001 (the "**Class A Common Stock**") and Class B common stock, par value \$0.001 (the "**Class B Common Stock**") on August 31, 2007. Subject to the terms, provisions and conditions of the Rights Agreement, if the Rights become exercisable, each Right would initially represent the right to purchase from Charter one one-thousandth of a share of Charter's Series B Junior Preferred Stock, par value \$0.001 (the "**Preferred Stock**"). If issued, each fractional share of Preferred Stock would give the stockholder approximately the same dividend, voting and liquidation rights as one share of Charter's Class A Common Stock. However, prior to exercise, a Right will not give its holder any rights as a stockholder of Charter, including without limitation any dividend, voting or liquidation rights. The Rights are not exercisable until 10 days after a public announcement by Charter of an event of ownership change as described in further detail in the Rights Agreement upon the terms and conditions also as more fully set forth therein. Further, upon an issuance of Class A Common Stock and/or Class B Common Stock under the Rights Plan, additional membership units will be issued to the Charter, as holder of the Class B common membership units, by Charter Communications Holding Company, LLC ("**Holdco**"), to mirror

at Holdco the economic effect of such issuance of common stock pursuant to that certain letter agreement for mirror rights dated August 14, 2007 by and among Charter, Charter Investment, Inc., and Vulcan Cable III Inc. (the "Holdco Mirror Agreement"). Holders of the Holdco common membership units that are convertible into shares of our Class B Common Stock will have equivalent rights which may be exercised, on generally the same terms and conditions as set forth in the Rights Plan, for additional Holdco common membership units. Concurrent with the Amendment, the parties to the Holdco Mirror Agreement have approved and executed an amendment also extending the expiration date of the Holdco Mirror Agreement to December 31, 2009 (the "Holdco Mirror Agreement Amendment").

Before the Distribution Date (as defined in the Rights Agreement), the Board may amend or supplement the Rights Agreement without the consent of the holders of the Rights in respect of our Class A Common Stock. After the Distribution Date, the Board may amend or supplement the Rights Agreement only to cure an ambiguity, to alter time period provisions, to correct inconsistent provisions or to make any additional changes to the Rights Agreement, but only to the extent that those changes do not impair or adversely affect any rights holder and do not result in the rights again becoming redeemable. Notwithstanding the foregoing, Charter and the Rights Agent shall not supplement or amend the Rights Agreement without the prior approval of the holders of a majority of the Class B Common Stock.

A copy of the Amendment is attached hereto as Exhibit 1 and is incorporated herein by reference. The foregoing descriptions of the Amendment and the Rights Agreement do not purport to be complete and are qualified in their entirety by reference to the Amendment and the Rights Agreement.

Item 2. Exhibits

The following exhibits are filed as part of this registration statement:

Exhibit Number	Description
4.01	First Amendment to Rights Agreement, dated as of December 23, 2008, by and between Charter Communications, Inc. and Mellon Investor Services LLC*.
4.02	Amendment to Letter Agreement for Mirror Rights, dated as of December 23, 2008, by and between Charter Communications, Inc., Charter Investment, Inc. and Vulcan Cable III, Inc. *.

* Filed herewith.

SIGNATURES

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the Registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized.

Dated: December 23, 2008

CHARTER COMMUNICATIONS, INC.

By: /s/ Eloise Schmitz

Name: Eloise Schmitz

Title: Executive Vice President and Chief
Financial Officer

FIRST AMENDMENT TO RIGHTS AGREEMENT

This First Amendment to Rights Agreement (the "Amendment") is made and entered into effective as of this 23rd day of December, 2008 by and between CHARTER COMMUNICATIONS, INC., a Delaware corporation (the "Company") and MELLON INVESTOR SERVICES LLC, a New Jersey limited liability company (the "Rights Agent").

WITNESSETH:

WHEREAS, the Company and the Rights Agent are parties to that certain Rights Agreement dated August 14, 2007 (the "Agreement") that provides, inter alia, for the terms of a rights plan and dividend distribution of certain preferred share purchase rights to the holders of outstanding Class A and outstanding Class B common stock of the Company as of the record date provided therein.

WHEREAS, the Agreement is set to terminate by its terms on December 31, 2008.

WHEREAS, the Board of Directors of the Company has determined that it is in the best interest of the Company and its shareholders to extend the term of the Agreement as more fully set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

AGREEMENTS:

1. Accuracy of Recitals/Incorporation of Defined Terms. The parties acknowledge and agree that the foregoing recitals are true and accurate. Unless otherwise expressly set forth herein, all capitalized terms shall have the meaning set forth in the Agreement.
2. Extension of Agreement/Revision of Definition of Expiration Date. Section 1(w) of the Agreement is hereby deleted in its entirety and replaced as follows:

"Expiration Date" shall mean the earliest of: (i) immediately following such time as notice is given to the Company, in accordance with the provisions of Section 25 hereof at the address set forth therein as of the date hereof, of a determination by holders of a majority of the shares of Class B Common Stock to terminate this Agreement, (ii) the Close of Business on December 31, 2009; (iii) the Close of Business on the date on which the Company makes a public announcement (by press release, filing made with the Securities and Exchange Commission or otherwise) that the Board has determined that the Company's Section 382 Ownership Level dropped below 25%; (iv) the time at which

the Rights are redeemed as provided in Section 22 hereof, and (v) the time at which the Rights are exchanged as provided in Section 23 hereof. For the purposes of the Board's determination pursuant to sub-section (iii) above, the Board's good faith reliance on the representations of management shall be sufficient and the Board shall not be obligated to perform its own calculation with respect to the Company's purported Section 382 Ownership Level.

3. Amendment to Severability Provision. Section 30 of the Agreement is hereby deleted in its entirety and replaced as follows:

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated; provided, however, that notwithstanding anything in this Agreement to the contrary, if any such term, provision, covenant or restriction is held by such court or authority to be invalid, void or unenforceable and the Board determines in its good faith judgment that severing the invalid language from this Agreement would adversely affect the purpose or effect of this Agreement, the right of redemption set forth in Section 22 hereof shall be reinstated and shall not expire until the Close of Business on the tenth Business Day following the date of such determination by the Board. If such excluded provision shall affect the rights, immunities, duties or obligations of the Rights Agent, the Rights Agent shall be entitled to resign upon one Business Day's notice to the Company. Without limiting the foregoing, if any provision requiring a specific group of directors to act is held to be invalid, void or unenforceable, such determination shall then be made by the Board in accordance with applicable law and the Company's Certificate of Incorporation and bylaws.

4. Conformity of Exhibits with Amendment. The first page of the form of Rights Certificate attached to the Agreement as Exhibit B is amended and restated in its entirety as set forth in Annex 1 attached hereto. All other exhibits in the Agreement are otherwise hereby deemed modified to reflect and conform to all amendments contained herein.

5. Amendment Binding. This Amendment inures to the benefit of, and binds the parties and their respective successors and assigns.

6. Ratification. Except as expressly set forth herein, all of the terms, conditions and covenants contained in the Agreement shall remain unmodified and in full force and effect.

7. Counterparts; Facsimile Signatures. This Amendment may be executed in counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument. Any or all parties may execute this Amendment by facsimile signature, and any such facsimile signature shall be deemed an original signature.

8. Governing Law. This amendment shall be deemed to be a contract made under the law of the State of Delaware and for all purposes shall be governed by and construed in accordance with the internal laws of such State applicable to contracts to be made and performed entirely within such State; except that the rights, duties and obligations of the Rights Agent under this Amendment shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing First Amendment to Rights Agreement effective as of the day and year first above written.

"COMPANY"

CHARTER COMMUNICATIONS, INC.

By: /s/ Eloise Schmitz

Print Name: Eloise Schmitz

Title: Executive Vice President and Chief Financial Officer

"RIGHTS AGENT"

MELLON INVESTOR SERVICES LLC

By: /s/ Jane A. Marten

Print Name: Jane A. Marten

Title: Asst. Vice President

Exhibit B**FORM OF RIGHTS CERTIFICATE**

Certificate No. R-_____ Rights in respect of Class __ Common Stock

NOT EXERCISABLE AFTER DECEMBER 31, 2009 OR EARLIER IF REDEEMED, EXCHANGED OR AMENDED. THE RIGHTS ARE SUBJECT TO REDEMPTION, EXCHANGE AND AMENDMENT AT THE OPTION OF THE COMPANY, ON THE TERMS SET FORTH IN THE RIGHTS AGREEMENT. UNDER CERTAIN CIRCUMSTANCES SPECIFIED IN THE RIGHTS AGREEMENT, RIGHTS THAT ARE OR WERE BENEFICIALLY OWNED BY AN ACQUIRING PERSON OR AN AFFILIATE OR AN ASSOCIATE OF AN ACQUIRING PERSON (AS SUCH TERMS ARE DEFINED IN THE RIGHTS AGREEMENT) OR A TRANSFEREE THEREOF MAY BECOME NULL AND VOID.

RIGHTS CERTIFICATE**CHARTER COMMUNICATIONS, INC.**

This certifies that _____, or registered assigns, is the registered owner of the number of Rights set forth above, each of which entitles the owner thereof, subject to the terms, provisions, and conditions of the Rights Agreement (including without limitation Section 11(a)(ii)), (the "**Rights Agreement**"), by and between Charter Communications, Inc., a Delaware corporation (the "**Company**"), and BNY Mellon Investor Services LLC, a New Jersey limited liability company (the "**Rights Agent**"), dated as of August 14, 2007, as amended by the First Amendment to Rights Agreement dated as of December 23, 2008, to purchase from the Company at any time after the Distribution Date (as such term is defined in the Rights Agreement) and prior to 5:00 p.m. (New York time) on the Expiration Date (as such term is defined in the Rights Agreement) at the office or offices of the Rights Agent designated for such purpose, one one-thousandth of a fully paid nonassessable share of Series B Junior Preferred Stock, par value \$0.001 per share (the "**Preferred Shares**"), of the Company, at a purchase price of \$25.00 per one one-thousandth of a Preferred Share (the "**Purchase Price**"), upon presentation and surrender of this Rights Certificate with the Form of Election to Purchase and related Certificate duly executed. If this Rights Certificate is exercised in part, the holder will be entitled to receive upon surrender hereof another Rights Certificate or Rights Certificates for the number of whole Rights not exercised. The number of Rights evidenced by this Rights Certificate (and the number of one one-thousandths of a Preferred Share which may be purchased upon exercise thereof) set forth above, and the Purchase Price set forth above, are the number and Purchase Price as of the date of the Rights Agreement, based on the Preferred Shares as constituted at such date. Terms used herein with initial capital letters and not defined herein are used herein with the meanings ascribed thereto in the Rights Agreement.

As provided in the Rights Agreement, the Purchase Price and/or the number and/or kind of shares of Preferred Stock (or other securities, as the case may be) which may be purchased upon the exercise of the Rights evidenced by this Rights Certificate are subject to adjustment upon the occurrence of certain events.

CHARTER COMMUNICATIONS, INC.

December 23, 2008

Charter Investment, Inc.
Vulcan Cable III Inc.
505 Fifth Avenue South, Suite 900
Seattle, WA 98104

Ladies and Gentlemen:

Reference is made to the letter agreement among Charter Communications, Inc. (the "Company"), Charter Investment, Inc. and Vulcan Cable III Inc., dated as of August 14, 2007 (the "Letter Agreement"), with respect to the CCI Rights Agreement. Capitalized terms used and not defined herein shall have the meaning set forth in the Letter Agreement.

The CCI Rights Agreement expires on December 31, 2008. The Company has entered into a First Amendment of the CCI Rights Agreement (the "First Amendment") to amend clause (ii) of Section 1(w) (the definition of the term "Expiration Date") of the CCI Rights Agreement to extend the date in such clause to December 31, 2009.

The Letter Agreement by its terms expires on the Expiration Date of the CCI Rights Agreement.

This purpose of this letter is to confirm our understanding that (i) the Letter Agreement is hereby amended to provide that all references to the CCI Rights Agreement shall include references to the CCI Rights Agreement, as amended by the First Amendment, (ii) the Letter Agreement shall terminate on the Expiration Date, as such term is amended by the First Amendment, and (iii) all of the rights of each Allen Entity under the Letter Agreement continue in full force and effect.

[signature page follows]

If this letter accurately reflects our understanding, please sign and return the enclosed copy.

CHARTER COMMUNICATIONS, INC.

as Manager and member of Charter
Communications Holdings Company, LLC

By: /s/ Eloise Schmitz
Name: Eloise Schmitz
Title: Executive Vice President and Chief
Financial Officer

AGREED AND ACCEPTED
as of the first date written above

CHARTER INVESTMENT, INC.

By: /s/ W. Lance Conn
Name: W. Lance Conn
Title: Vice President

VULCAN CABLE III INC.

By: /s/ William McGrath
Name: William L. McGrath
Title: Vice President

