
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

Current Report

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): January 23, 2006



Charter Communications, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or Other Jurisdiction of Incorporation or Organization)

000-27927

(Commission File Number)

43-1857213

(I.R.S. Employer Identification Number)

**12405 Powerscourt Drive
St. Louis, Missouri 63131**

(Address of principal executive offices including zip code)

(314) 965-0555

(Registrant's telephone number, including area code)

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

(a) Charter Communications, Inc. ("Charter") has entered into an agreement setting forth the terms under which Mr. Jeffrey T. Fisher will serve as Executive Vice President and Chief Financial Officer of Charter. See Item 5.02 below for additional information. A copy of Mr. Fisher's employment agreement and press release announcing his employment are being filed with this report as Exhibits 10.1 and 99.1, respectively.

(b) On January 26, 2006, CCO Holdings, LLC and CCO Holdings Capital Corp., indirect subsidiaries of Charter, entered into a Waiver and Amendment agreement with JPMorgan Chase Bank, N.A. as Administrative Agent for J.P. Morgan Securities Inc., Credit Suisse, Cayman Islands Branch and Deutsche Bank Securities Inc. The parties agreed to amend the Senior Bridge Loan Agreement dated as of October 17, 2005 in order to permit CCO Holdings, LLC's parent company, CCH II, LLC, to issue a minimum of \$400 million in senior notes the proceeds of which would be used to repay, but not permanently reduce, outstanding amounts due under the Amended and Restated Credit Agreement dated as of March 18, 1999 between Charter Communications Operating LLC and JPMorgan Chase Bank, N.A. as administrative agent. The availability amount of \$600 million under the Senior Bridge Loan Agreement will only be reduced by proceeds from the note offering which are in excess of \$275 million (assuming \$450 million of proceeds, \$425 million would remain available under the bridge loan).

A copy of the Waiver and Amendment is being filed with this report as Exhibit 10.2.

(c) On January 26, 2006, CCH II, LLC and CCH II Capital Corp. (together, the Issuers), indirect subsidiaries of Charter, entered into a purchase agreement (the "Agreement") with J. P. Morgan Securities Inc., Credit Suisse Securities (USA) LLC and Deutsche Bank Securities Inc. as representatives of several purchasers. In the Agreement, the Issuers agreed to issue and sell, in a private transaction under Rule 144A and Regulation S, \$450 million in principal amount of 10.25% Senior Notes due 2010 (the "Notes"). In the Agreement, the Issuers agreed to issue the Notes with the benefit of a Registration Rights Agreement and under a Supplemental Indenture, each with terms substantially similar to the terms of the Issuers' existing 10.25% senior notes. The Notes will bear interest at 10.25% per annum, payable on March 15 and September 15 of each year, will mature on September 15, 2010 and are redeemable at the Issuers' option on or after September 15, 2008 at various redemption prices beginning at 105.25% in September 2008 and declining to par in September 2009. In addition, from the proceeds of certain equity offerings, we may redeem up to 35% of the Notes at 110.25% of their principal amount.

The Issuers intend to use the foregoing net proceeds to repay, but not permanently reduce, the outstanding debt balances under the existing revolving credit facility of a subsidiary of Charter.

A copy of the purchase agreement is being filed with this report as Exhibit 10.3.

Copies of the press releases announcing the sale and the pricing are being filed with this report as Exhibits 99.2 and 99.3.

ITEM 2.03 CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION OF REGISTRANT.

The information in Item 1.01 (b) and (c) of this Form 8-K is hereby incorporated by reference to this Item 2.03.

ITEM 5.02. DEPARTURE OF DIRECTORS OR PRINCIPAL OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF PRINCIPAL OFFICERS.

Jeffrey T. Fisher, 43, has been appointed to the position of Executive Vice President and Chief Financial Officer, effective February 6, 2006. Prior to joining Charter, Mr. Fisher was employed by Delta Airlines, Inc. from 1998 to 2006 in a number of positions including Senior Vice President - Restructuring from September 2005 until January 2006, President and General Manager of Delta Connection, Inc. from January to September 2005, Chief Financial Officer of Delta Connection from 2001 until January 2005, Vice President of Finance, Marketing and Sales Controller of Delta Airlines in 2001 and Vice President of Financial Planning and Analysis of Delta Airlines from 2000 to 2001. Delta Airlines filed a petition under Chapter 11 of the Bankruptcy Code on September 14, 2005. Mr. Fisher received a BBM degree from Embry Riddle University and a MBA in International Finance from University of Texas in Arlington, Texas.

Charter and Mr. Fisher entered into an employment agreement, dated as of January 20, 2006 (the "Employment Agreement"), whereby Mr. Fisher will serve in an executive capacity as its Executive Vice President at a salary of \$500,000, to perform such executive, managerial and administrative duties as are assigned or delegated by President and/ or Chief Executive Officer, including but not limited to serving as Chief Financial Officer. The term of the Employment Agreement is two years from the effective date. Under the Employment Agreement, Mr. Fisher will receive a signing bonus of \$100,000 and he shall be eligible to receive a performance-based target bonus of up to 70% of salary and to participate in the Long Term Incentive Plan and to receive such other employee benefits as are available to other senior executives. Mr. Fisher will participate in the 2005 Executive Cash Award Plan commencing in 2006 and, in addition, Charter will provide the same additional benefit to Mr. Fisher that he would have been entitled to receive under the Cash Award Plan if he had participated in the Plan at the time of the inception of the Plan in 2005. He will also receive a grant of 50,000 restricted shares of Charter's Class A common stock, vesting in equal installments over a three-year period from employment date; an award of options to purchase 1,000,000 shares of Charter's Class A common stock under terms of the stock incentive plan on the effective date of the Employment Agreement; and in the first quarter of 2006, an award of additional options to purchase 145,800 shares of Charter's Class A common stock under the stock incentive plan. Those options shall vest in equal installments over a four-year time period from the grant date. In addition, in the first quarter of 2006, he will receive 83,700 performance shares under the stock incentive plan and will be eligible to earn these shares over a three-year performance cycle from January 2006 to December 2008.

Mr. Fisher will receive relocation assistance pursuant to Charter's executive homeowner relocation plan and the costs for temporary housing. In the event that Mr. Fisher is terminated by Charter without "cause" or for "good reason," as those terms are defined in the employment agreement, Mr. Fisher will receive his salary for the remainder of the term of the agreement or twelve months' salary, whichever is greater; a pro rata bonus for the year of termination; a lump sum payment equal to payments due under COBRA for the greater of twelve months or the number of full months remaining in the term of the agreement; and the vesting of options and restricted stock for as long as severance payments are made. The Employment Agreement contains a one-year non-compete provision (or until the end of the term of the agreement, if longer) and a two-year non-solicitation clause.

The full text of the Employment Agreement is filed herewith as Exhibit 10.1.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

The following exhibits are filed pursuant to Item 1.01 and Item 5.02:

Exhibit Number	Description
10.1	Employment Agreement dated as of January 20, 2006.
10.2	Waiver and Amendment Agreement dated January 26, 2006.
10.3	Purchase Agreement dated January 26, 2006.
99.1	Press Release dated as of January 23, 2006.
99.2	Press Release dated as of January 24, 2006.
99.3	Press Release dated as of January 26, 2006.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, Charter Communications, Inc. has duly caused this Current Report to be signed on its behalf by the undersigned hereunto duly authorized.

CHARTER COMMUNICATIONS, INC.
Registrant

Dated: January 27, 2006

By:/s/ Grier C. Raclin
Name: Grier C. Raclin
Title: *Executive Vice President and General Counsel*

EXHIBIT INDEX

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99.2	Press Release dated January 24, 2006.*
99.3	Press Release dated January 26, 2006.*

* filed herewith

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of January 20, 2006 (the "Effective Date") by and between **Charter Communications, Inc.**, a Delaware corporation ("Charter"), and **Jeffrey T. Fisher**, an individual (the "Executive"). For purposes of this Agreement, except with respect to Charter's obligations to Executive, the term "Company" includes Charter and all direct and indirect subsidiaries and controlled affiliates.

WITNESSETH:**WHEREAS:**

- (1) Charter and Executive desire for Executive to be employed by Charter upon and subject to the terms and conditions set forth in this Agreement;
- (2) Executive is willing and desires to be employed by Charter under the terms of this Agreement in lieu of any prior terms and conditions applicable to such existing employment;
- (3) Executive is willing and desires to accept employment with Charter hereafter upon and subject to the terms of this Agreement; and
- (4) Executive's agreement to the terms and conditions of Sections 6 and 7 are a material and essential condition of Executive's employment with Charter hereafter under the terms of this Agreement;

Now, Therefore, in consideration of the premises, and the promises and agreements set forth below, the parties, intending to be legally bound, agree as follows:

1. Employment Terms and Duties.

1.1 Employment. Charter hereby employs Executive in an executive capacity as its Executive Vice President and Executive hereby accepts employment by Charter in an executive capacity as its Executive Vice President, upon the terms and conditions set forth in this Agreement and under a relationship of trust and confidence.

1.2 Term. Executive's employment under this Agreement commences as of the Effective Date and unless earlier terminated pursuant to the provisions of Section 5 below, shall terminate on the second anniversary of the Effective Date (the "Term"). If Executive continues in Charter's employ thereafter, Executive's employment shall be on an at will basis, and only the provisions of Sections 6-7, and provisions directly related to their enforcement, shall continue to have any application or effect.

1.3 Duties. Executive is employed in an executive capacity to perform such executive, managerial and administrative duties as are assigned or delegated to Executive from time to time by the President and/or Chief Executive Officer or designee thereof, including but not limited to serving as Chief Financial Officer. The time when Executive will initially be assigned and start to serve as Chief Financial Officer of Charter, and assigned the responsibilities of that position, may be delayed by Charter up to and/or until such time as the Form 10-Ks for fiscal year 2005 for Charter and its subsidiaries are filed with the Securities and Exchange Commission (but no later than April 1, 2006 unless otherwise agreed).

Executive will devote substantially all Executive's business time and attention to the business of the Company, will act in good faith to promote the success of the Company's business, and will cooperate fully with the Executive Officers of Charter and the Board of Directors of Charter in the advancement of the best interests of the Company. Executive will perform Executive's duties to the best of Executive's abilities using Executive's best efforts and in accordance with applicable law, and will comply with and carry out all Company policies and codes of conduct. Executive will work out of the Company's corporate headquarters (currently located in St. Louis, Missouri), and will travel from time to time to the extent reasonably necessary to the performance of Executive's duties hereunder. It is expected and required, and it is one of Executive's duties hereunder, that Executive act in good faith and use his best efforts to relocate his family and personal residence from the Atlanta, Georgia area to the St. Louis metropolitan area no later than August 14, 2006, regardless of when he actually sells his personal residence in the Atlanta, Georgia area.

Nothing in this Section 1.3, however, will prevent Executive from engaging in additional activities in connection with personal investments and community affairs that are not inconsistent with Executive's duties under this Agreement (which community affairs shall be disclosed to and subject to approval by the President and/or Chief Executive Officer and/or Chief Operating Officer and/or Chairman of the Board of Directors); provided such activities do not create the appearance of or an actual conflict of interest and do not violate any other provisions of this Agreement.

1.4 Service for Subsidiaries And Affiliates; Indemnification. Executive may be nominated and appointed to an office with Charter, and/or one or more boards of directors and to one or more offices of subsidiaries and affiliates of Charter during Executive's employment. While serving as a director or as an officer of any such subsidiary or affiliate, or performing any duties for any such subsidiary or affiliate, Executive will serve and fulfill all duties without additional compensation. Executive will be covered in such capacities by any directors and officers insurance policy Charter may have in place from time to time and by the Company's indemnification policies as may be in effect from time to time, as applicable.

2. Compensation.

2.1 Basic Compensation.

(a) Base Salary. Starting the Effective Date, Executive will be paid a base salary at an annual rate of \$500,000 (the "Salary") during Executive's employment. The Salary will be payable in equal periodic installments according to Charter's customary payroll practices, but no less frequently than monthly. The Salary may be increased during the Term of Executive's employment by the "Board" (the term "Board" meaning, whenever used herein, the Board of Directors of Charter or the Compensation Committee or other designated committee of the Board of Directors of Charter), but shall not be reduced below the rate set forth above without Executive's written consent. When increased or decreased in accordance with the terms of this Agreement, the new minimum base annual salary shall be deemed Executive's "Salary" for all purposes of this Agreement.

(b) Signing Bonus. Executive will be paid a one time signing bonus of One Hundred Thousand Dollars (\$100,000), within fifteen (15) days after Executive signs and delivers this Agreement to Charter.

(c) Relocation Assistance.

(1) Executive will be entitled to relocation assistance with regard to relocation from Executive's current residence from the Atlanta, Georgia area to the St. Louis, Missouri metropolitan area as and to the extent permitted by Charter's current executive homeowner relocation plan, through Charter's relocation provider, Primacy. A copy of this policy has been provided to Executive. This benefit requires that a repayment agreement be signed which stipulates that relocation expenses must be repaid if Executive departs from the organization within 12 months of the Effective Date of this Agreement for voluntary reasons (other than a permitted termination of employment by Executive for Good Reason (defined below) as provided for in Section 5).

(2) As soon as practicable following the Effective Date Executive will be provided with Charter supplied corporate housing in the St. Louis metropolitan area, or in lieu of corporate supplied housing, then in a mutually agreeable hotel of appropriate quality during the work week. The costs for this temporary housing/hotel will be covered by Charter's homeowner relocation plan until Executive completes the purchase of a home in the St. Louis metropolitan area, or August 14, 2006, whichever first occurs.

(3) If Executive's family moves to the St. Louis metropolitan area before August 14, 2006, but before Executive purchases a home in the St. Louis metropolitan area, then between the time of the move and the time Executive purchases a home in the St. Louis metropolitan area, Executive and Executive's family may stay in suitable Charter-supplied corporate housing in the St. Louis metropolitan area selected by Charter. The costs for this housing will be covered by Charter's homeowner relocation plan, as it is for Executive's temporary housing, through (but not after) August 14, 2006.

(4) Until Executive's family relocates to the St. Louis metropolitan area, Charter will reimburse Executive for all reasonable and necessary costs incurred by Executive to travel between Executive's Atlanta residence and St. Louis, Missouri (and, to the extent corporate housing is not provided, then as part of travel costs, the reasonable cost incurred for staying during the week at an agreed hotel of suitable quality for Charter executives), on a not more than weekly basis, during the time period between the date Executive commences work at Charter headquarters and August 14, 2006. In addition, Charter will pay for the travel costs for up to three (3) house hunting / school visit trips for Executive and Executive's family under and per the terms of Charter's relocation policy; provided that Executive shall act in good faith to make reasonable efforts to minimize the costs associated with such travel. All travel costs incurred will be reimbursed under Charter's normal expense reimbursement policies as soon as administratively practicable after submission of the expenses and associated required documentation. To the extent such expense reimbursements are considered taxable income, Charter will reimburse Executive for those expenses on a "grossed up" basis for such taxes (i.e., including any taxes on such tax reimbursement to the degree it also is deemed income) based on Executive's taxable compensation from Charter in that year, calculated on an annualized basis. Under Charter's current practice, such gross up payments are made at year end.

(5) In the event Executive purchase a residence in the St. Louis metropolitan area before Executive sells his principal residence in Atlanta Georgia, and Executive owes monthly mortgage payments on both the St. Louis residence and the Atlanta residence, then for the months during which Executive is employed by Charter and is required to make a monthly home mortgage payment on both residences, Charter will reimburse Executive, on a monthly basis, for the lesser of the two monthly mortgage payments (excluding payments attributable to home equity lines or other subordinate mortgages) for a period of months not to exceed six (6) months ("the Mortgage Reimbursement Provision").

Reimbursement for each such payment will be made on the first day of the month immediately following the month in which the monthly mortgage payment is paid. In the event that, at the expiration of the six (6) month period described above, Executive has not yet received a bona fide offer to purchase Executive's Atlanta, Georgia residence for at least \$817,500, then Executive may request that Charter extend the time period for the Mortgage Reimbursement Provision until Executive sells his Atlanta, Georgia residence or until the sum of the mortgage payments made during the Extension Period equals Fifty Thousand Dollars (\$50,000), whichever first occurs (the "Extension Period").

(6) In the event that, while employed by Charter, Executive sells his principal residence in Atlanta, Georgia in an arms length transaction for less than \$817,500, then Charter will pay Executive, sixty (60) days after the date of the sale, the difference between the \$817,500 and the price at which Executive sold such residence, not to exceed the sum of Fifty Thousand Dollars (\$50,000)(the "Loss on Sale"). The Loss on Sale is subject to reduction as follows: All amounts paid by Charter during the Extension Period under Section 2.1 (c)(5) shall serve to reduce the amount payable as a Loss on Sale under this Section on a dollar per dollar basis.

(7) In order to be eligible to receive the benefits specified in this Section 2.1 (c), Executive must be employed by Charter and must list his principal residence in Atlanta Georgia for sale in accordance with Charter's relocation program not later than March 15, 2006, and act in good faith to make reasonable efforts to promptly sell his Atlanta residence. However, in no case shall "reasonable efforts" be deemed to require that Executive would accept an offer to purchase the residence that would necessitate vacating the residence prior to June 1, 2006, nor accepting an offer for less than \$767,500.

2.2 Incentive Compensation.

(a) Bonus Plan. During Executive's employment, Executive shall be entitled to participate in an incentive bonus program established by the Board to measure and reward management for the financial performance of Charter that applies to senior executive officers of Charter generally, with a target bonus percentage for the 2006 Executive Bonus Plan of up to seventy percent (70%) of Salary. In all cases, the payment of any incentive compensation shall be at the discretion of the Board, which may consider any factors it deems relevant, including the assessment of the performance of Executive and Charter during the relevant time period, provided the criteria used to determine whether Executive should receive a bonus under the plan shall be substantially consistent with those used to determine whether another senior executive participating in that same plan receives a bonus under the plan. The terms of any incentive compensation or bonus plan and any payouts or awards thereunder shall be established and determined from time to time by the Board in its discretion. In no event, however, shall payment of any such amount be made later than two and one-half months after the end of the calendar year and the amount otherwise was determined to be payable. Participation will begin in 2006, with no partial pro ration for 2006. Nothing in this paragraph shall be construed to entitle Executive to participate in any special incentive or bonus plan that is not a plan or program generally applicable to other senior executives, or that may be developed by the Board for the President and/or Chief Executive Officer, the Chief Operating Officer and/or another specific executive officer of Charter (unless specifically designated as a participant in such plan by the Board, in their sole discretion).

(b) **Cash Award Plan And Equivalent Benefit.** Executive will participate in the Charter Communications Inc. 2005 Executive Cash Award Plan ("Cash Award Plan"), commencing in 2006, and contributions will be made for 2006 and thereafter at 20% of Executive's Base Salary as and to the extent called for by the Cash Award Plan. No contributions will be made to Executive's account under the Cash Award Plan at, or for periods of time prior to, the time of initial participation in the Cash Award Plan. However, although not part of the Cash Award Plan, Charter will in addition provide to Executive the same additional benefit Executive would have been entitled to receive under the Cash Award Plan if Executive had participated in the Cash Award Plan commencing at or about the time of its inception in 2005, rather than starting in 2006 (based upon the assumption that Executive's Base Salary at the time of initial participation would have been \$500,000). The payment of this additional benefit will be subject to, and made upon, the same terms and conditions as payment of any benefit under the Cash Award Plan, and shall be paid only as and when the same would otherwise be payable under the Cash Award Plan. In case of any dispute over the meaning and terms of this provision, the terms applicable to the Cash Award Plan shall control.

2.3. **Equity Awards.**

(a) **Restricted Stock.**

(1) On the date Executive starts employment with Charter, Executive shall be granted an award of 50,000 restricted shares of Charter common stock upon and subject to the terms of the Charter Communications, Inc. 2001 Stock Incentive Plan (the "Stock Incentive Plan") and the standard restricted stock agreement issued under that Stock Incentive Plan. These restricted shares will vest, during Executive's employment, annually in equal installments over a three (3) year time period from the grant date.

(2) During Executive's employment, Executive will be treated on an equivalent basis with other Executive Vice Presidents at the same reporting level as Executive with respect to the right to participate in any types of major non-performance based awards of restricted stock or similar equity participations made after the Effective Date, excluding situations where awards of restricted stock or similar equity participations are made as part of an offer of employment to a new executive, or where a special plan or special award is granted or made available by the Board or the CEO to a single executive.

(b) **Stock Options.** On the Effective Date, Executive shall be granted options to purchase 1,000,000 shares of Charter common stock pursuant to and under the terms of the Stock Incentive Plan and the standard stock option agreement issued under that plan. In addition, Executive will receive, in the first quarter of 2006, additional options to purchase 145,800 shares of Charter common stock pursuant to and under the terms of the Stock Incentive Plan and the standard stock option agreement issued under that plan. These options will vest, during Executive's employment, annually in four (4) equal annual installments over a four (4) year time period from the grant date. The option price shall be the fair market value for the shares as of the grant date as determined according to Charter's standard practices.

(c) **Performance Shares.** Executive will be granted, in the first quarter of 2006, an award of 83,700 performance shares under and upon the terms of the Incentive Stock Plan, which Executive will be eligible to earn on the same terms that apply to other executives generally under that plan. For purposes of this participation, Executive will be eligible to earn these shares over the three (3)

year performance cycle January 2006-December 2008, based on performance against objective performance criteria established by the Board and applicable to other senior executive participants.

(d) Long Term Incentive Plan. Executive will participate in Charter's current Long Term Incentive Plan at a level commensurate with other Executive Vice Presidents at the same level receiving future option, performance share, restricted share and/or long-term incentive compensation as determined by the Board in its discretion and excluding situations where awards of restricted stock and/or options are made as part of an offer of employment to a new executive, or where a special plan or special award is granted or made available by the Board or the CEO to a single executive.

2.4 Welfare And Other Benefits. During Executive's employment, Executive will be permitted to participate in such pension, profit sharing, life insurance, disability insurance, hospitalization, major medical, directors and officers indemnification or insurance policies, and other employee benefit plans of Charter that may be in effect from time to time generally for other senior executives of Charter having the same pay grade as Executive, all to the extent Executive is eligible under the terms of such plans (collectively, the "Benefits"). The Benefits shall be subject to change and discontinuation from time to time as the same may be changed or discontinued as to Charter employees in the same pay grade as Executive and/or Company employees generally. In addition, Charter will reimburse Executive for the cost of continuing Executive's existing family health insurance coverage with Executive's current employer under COBRA for coverage for the time period between the termination of Executive's present employment outside of Charter (or January 15, 2006, whichever is later), and the earliest date on which Executive and Executive's family become eligible for coverage under Charter's group health insurance plan; provided Executive timely elects COBRA continuation coverage.

2.5. Business Expenses and Perquisites. During Executive's employment, Charter will promptly reimburse Executive (or pay directly to the supplier of services) for all reasonable and necessary out-of-pocket expenses actually incurred by Executive in connection with the performance of Executive's duties hereunder, (including without limitation, appropriate business entertainment activities, expenses incurred by Executive in attending approved conventions, seminars, and other business meetings, and promotional activities); in each case subject to Executive's furnishing Charter with evidence reasonably satisfactory to Charter (such as receipts) substantiating the claimed expenditures (such expenses being commensurate with the office and position of Executive and within budgetary limitations), subject to compliance with the terms of any expense reimbursement policy from time to time in effect (including with respect to pre-approvals), and subject to Executive providing Charter with such other information and documentation as may be necessary or required by Charter to deduct such expenses for purposes of the United States Internal Revenue Code of 1986, as amended (the "Code"). All such payments will be made no later than two and one-half months after the end of the calendar year in which Executive became entitled to receive such payment.

3. Facilities and Expenses. During Executive's employment, Charter will furnish Executive office space, equipment, supplies, and such other facilities and personnel as Charter deems necessary or appropriate for the performance of Executive's duties under this Agreement. Charter will pay Executive's dues in such professional organizations as the President and/or Chief Executive Officer and/or Chief Operating Officer deems appropriate.

4. Vacations and Holidays. Executive will be entitled to paid vacation in accordance with the vacation policies of Charter in effect for its executive officers from time to time. Vacation must be taken by

Executive at such time or times as approved by the President and/or Chief Executive Officer and/or Chief Operating Officer and/or the designee thereof. Executive will also be entitled to the paid holidays (without additional compensation) as and to the extent set forth in Charter's policies as the same may change from time to time for employees generally.

5. Termination.

5.1. **Events of Termination.** Executive's employment, Salary, Benefits, and incentive compensation, and any and all other rights of Executive under this Agreement (excluding accrued rights and benefits), will terminate prior to the expiration of the Term specified in Section 1.2:

- (a) upon the death of Executive;
- (b) upon the Disability of Executive (as defined in Section 5.2) immediately upon notice from either party to the other;
- (c) for Cause (as defined in Section 5.3), immediately upon notice from Charter to Executive, or at such later time as such notice may specify;
- (d) without Cause (as defined in Section 5.3), immediately upon notice from Charter to Executive, or at such later time as such notice may specify;
- (e) for Good Reason (as defined in Section 5.4) upon not less than thirty days' (nor more than ninety (90) days) prior notice from Executive to Charter; or
- (f) without Good Reason, immediately upon notice from Executive to Charter.

5.2. **Definition of "Disability."** For purposes of Section 5.1, and this Agreement, Executive will be deemed to have a "Disability" if, due to illness, injury or a physical or medically recognized mental condition, (a) Executive is unable to perform Executive's duties under this Agreement with reasonable accommodation for 120 consecutive days, or 180 days during any twelve month period, as determined in accordance with this Section 5.2, or (b) Executive is considered disabled for purposes of receiving / qualifying for long term disability benefits under any group long term disability insurance plan or policy offered by Charter in which Executive participates. The Disability of Executive will be determined by a medical doctor selected by written agreement of Charter and Executive upon the request of either party by notice to the other, or (in the case of and with respect to any applicable long term disability insurance policy or plan) will be determined according to the terms of the applicable long term disability insurance policy / plan. If Charter and Executive cannot agree on the selection of a medical doctor, each of them will select a medical doctor and the two medical doctors will select a third medical doctor who will determine whether Executive has a Disability. The determination of the medical doctor selected under this Section 5.2 will be binding on both parties. Executive must submit to a reasonable number of examinations by the medical doctor making the determination of Disability under this Section 5.2, and to other specialists designated by such medical doctor, and Executive hereby authorizes the disclosure and release to Charter of such determination and all supporting medical records. If Executive is not legally competent, Executive's legal guardian or duly authorized attorney-in-fact will act in Executive's stead under this Section 5.2 for the purposes of submitting Executive to the examinations, and providing the authorization of disclosure, required under this Section 5.2.

5.3. Definition of "Cause." For purposes of Section 5.1, and this Agreement, the term "Cause" means:

- (a)** Executive's breach of a material obligation or representation under this Agreement or breach of any fiduciary duty to Charter; or any act of fraud or knowing misrepresentation or concealment on behalf of or to Charter or the Board of Directors;
- (b)** Executive's failure to adhere in any material respect to (i) any Company Code of Conduct in effect from time to time and applicable to officers and/or employees generally, or (ii) any written Company policy, if such policy is material to the effective performance by Executive of the Executive's duties under this Agreement, and if Executive has been given a reasonable opportunity to cure this failure to comply within a period of time which is reasonable under the circumstances but not more than the thirty (30) day period after written notice of such failure is provided to Executive; provided that if Executive cures this failure to comply with such a policy and then fails again to comply with the same policy, no further opportunity to cure that failure shall be required;
- (c)** Executive's failure or refusal to perform any lawful duty or assignment; or the appropriation (or attempted appropriation) of a material business opportunity of the Company, including attempting to secure or securing any personal profit in connection with any transaction entered into on behalf of the Company (other than through stock options, bonuses and other incentives provided by Charter to Executive);
- (d)** Executive's misappropriation (or attempted misappropriation) of any of the Company's funds or property; or any breach of fiduciary duty to the Company or any plan or program sponsored by the Company;
- (e)** Executive's conviction of, the entering of a guilty plea or plea of *nolo contendere* or no contest (or the equivalent), or entering into any pretrial diversion program or agreement or suspended imposition of sentence, with respect to either a felony or a crime that adversely affects the Company or its reputation; or the institution of criminal charges against Executive, which are not dismissed within sixty (60) days after institution, for fraud, embezzlement, any offense involving dishonesty or constituting a breach of trust, or any felony (including without limitation a crime in any jurisdiction other than the United States or any state thereof in which Company does business which would constitute such a felony under the laws of the United States or any state thereof);
- (f)** Executive's admission of liability of, or finding of liability for, the violation of any "Securities Laws." As used herein, the term "Securities Laws" means any federal or state law, rule or regulation governing generally the issuance or exchange of securities, including without limitation the Securities Act of 1933, the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder;
- (g)** conduct by Executive in connection with Executive's employment that constitutes gross neglect of any duty or responsibility, willful misconduct, or recklessness;
- (h)** Executive's illegal possession or use of any controlled substance, or excessive use of alcohol at a work function, in connection with Executive's duties, or on Company premises;

"excessive" meaning either repeated unprofessional use or any single event of consumption giving rise to significant intoxication or unprofessional behavior;
or

(i) Executive's material violation of any federal, state or local law that may result in a direct or indirect financial loss to the Company or damage the Company's reputation.

If Executive commits or is charged with committing any offense of the character or type specified in Section 5.3 (e), (f) or (i) above, then Charter at its option may suspend the Executive with or without pay. If the Executive subsequently is convicted of, pleads guilty or *nolo contendere* (or equivalent plea) to, or enters into any type of suspended imposition of sentence or pretrial diversion program with respect to, any such offense (or any matter that gave rise to the suspension), the Executive shall immediately repay any and all other compensation or other amounts paid hereunder from the date of the suspension, and (x) (unless otherwise precluded by or because of the terms of the applicable plan) any of the restricted stock or options that vested after the date of such suspension shall forthwith be cancelled, and (y) if any such stock options, the shares subject thereto, or the restricted shares that vested during such suspension of Executive's employment have theretofore been sold by Executive, the cash value thereof shall be repaid to Charter immediately.

5.4. Definition of "Good Reason." For purposes of Section 5.1, and this Agreement, the term "Good Reason" shall mean (a) any reduction in Executive's Salary except as permitted hereunder, (b) with respect to the target bonus percentage specified in Section 2.2 (a), a reduction in the target bonus percentage assigned to the Executive for a plan year from the target bonus percentage for such plan assigned to Executive in the immediately preceding year (it being understood that, in applying this provision to the 2007 plan year the target bonus percentage assigned to the Executive in the prior year shall be 70%), (c) without Executive's consent, a change in reporting structure such that Executive no longer reports directly to the Chief Executive Officer (or equivalent position, if there is no Chief Executive Officer) or a transfer or reassignment to another executive of major responsibilities assigned to Executive that are part of the responsibilities and functions assigned to a chief financial officer of a corporation after those responsibilities and functions have been assigned to Executive; or (d) instruction to relocate Executive's primary workplace to a location that is more than fifty (50) miles from the office where Executive is initially assigned to work as Executive's principal office, or outside the greater metropolitan area where such office is located, whichever is greater; in each case if Executive objects in writing within 10 days, unless Charter retracts and/or rectifies the reduction in Salary, the change in reporting structure, the transfer or reassignment of major responsibilities, or the instruction to relocate, within 30 days following Charter's receipt of timely written objection from Executive.

5.5. Termination Pay. Effective upon the termination of Executive's employment, Charter will be obligated to pay Executive (or, in the event of Executive's death, the Executive's designated beneficiary as defined below) only such compensation as is provided in this Section 5.5 and in Section 4, except to the extent otherwise provided for in any Charter stock incentive or stock option plan, or any Charter cash award plan (including, among others, the 2005 Executive Cash Award Plan), approved by the Board. For purposes of this Section 5.5, Executive's designated beneficiary will be such individual beneficiary or trust, located at such address, as Executive may designate by notice to Charter from time to time or, if Executive fails to give notice to Charter of such a beneficiary, Executive's estate. Notwithstanding the preceding sentence, Charter will have no duty, in any circumstances, to attempt to open an estate on behalf of Executive, to determine whether any beneficiary designated by Executive is alive or to ascertain the

address of any such beneficiary, to determine the existence of any trust, to determine whether any person purporting to act as Executive's personal representative (or the trustee of a trust established by Executive) is duly authorized to act in that capacity, or to locate or attempt to locate any beneficiary, personal representative, or trustee.

5.5.1. Termination by Executive for Good Reason or by Charter without Cause. If prior to expiration of the Term, Executive terminates Executive's employment for Good Reason, or Charter terminates Executive's employment other than for Cause (but not because of the Disability or death of Executive), Executive will be entitled to receive on and subject to the conditions of this Agreement:

(a) Executive's then-existing Salary for the remainder of the Term specified in Section 1.2, or a period of twelve (12) months, whichever is greater. Subject to the provisions of Section 5.6, this amount (the "Separation Payment") will be paid over the period of time used to calculate the Separation Payment (i.e., the balance of the Term at the time employment terminated or twelve (12) months, whichever was greater) in equal bi weekly installments on the Company's regular pay days for executives, and commencing with the first payday after all conditions in Section 5.6 are satisfied; provided that, to the extent required to avoid the tax consequences of Section 409A of the Code, the first payment shall cover all payments scheduled to be made to Executive during the first six (6) months after the date Executive's employment terminates, and the first such payment shall be delayed until the day after the six (6) month anniversary of the date Executive's employment terminates.

(b) the amount of Executive's incentive compensation for the year during which the termination is effective (prorated for the period from the beginning of the year in question until the effective date of termination) if and to the extent a bonus otherwise is payable under the terms of the applicable incentive bonus plan as determined by the Board, based upon results for the entire year. This amount will be payable as and when incentive compensation under such plan for the year in question is paid to other participants generally but not later than two and one-half months after the end of the calendar year in which the termination is effective. The Board shall determine the amount of any such bonus and/or the extent to which any such bonus has been earned under the plan, in its sole discretion, considering results for the entire year and not just the period of Executive's employment;; provided that, to the extent required to avoid the tax consequences of Section 409A of the Code, this payment shall be delayed until the day after the six (6) month anniversary of the date Executive's employment terminates.

(c) all reasonable expenses Executive has incurred in the pursuit of Executive's duties under this Agreement through the date of termination which are payable under and in accordance with this Agreement, which amount will be paid not later than two and one-half months after the end of the calendar year during which Executive's employment terminated;

(d) a lump sum payment (net after deduction of taxes and other required withholdings) equal to (i) the greater of the number of full months remaining in the Term at the time Executive's employment terminated, or twelve (12), times (ii) the monthly cost, at the time Executive's employment terminated, for Executive to receive under COBRA the paid coverage for health, dental and vision benefits then being provided for Executive at the Company's cost at the time Executive's employment terminated. This amount will be paid at the same time the payment is made under Section 5.5.1 (a), and will not take into account future increases in costs during the applicable time period; and

(e) to the extent authorized and permitted by the terms of the applicable plan, any stock options and restricted stock previously awarded to Executive will continue to vest under such plan for the period of time immediately following termination of Executive's employment that is equal to the period of time used to calculate the payment under Section 5.5.1 (a). This period of time qualifies, in the case of a payment under Section 5.5.1, as the period of time during which Executive is receiving severance for purposes of Section 5.4 of the Stock Incentive Plan, as amended, and any applicable stock option or restricted stock agreement signed pursuant to a grant under such plan (and the payment specified in Section 5.5.1 (a) above qualifies as "severance" for purposes of Section 5.4 of the Stock Incentive Plan.

Executive shall be entitled to no other compensation or benefits except as expressly provided in this paragraph.

5.5.2. Termination by Executive without Good Reason or by Charter for Cause. If prior to the expiration of the Term or thereafter, Executive terminates Executive's employment prior to expiration of the Term without Good Reason or if Charter terminates this Agreement for Cause, Executive will be entitled to receive Executive's then-existing Salary only through the date such termination is effective and will be reimbursed for all reasonable expenses Executive has incurred in the pursuit of Executive's duties under this Agreement through the date of termination which are payable under and in accordance with this Agreement. Any unvested options and shares of restricted stock shall terminate as of the date of termination unless otherwise provided for in any applicable plan or award agreement. Executive shall be entitled to no other compensation or benefits except as expressly provided in this paragraph.

5.5.3. Termination upon Disability. If prior to the expiration of the Term, Executive's employment is terminated by either party as a result of Executive's Disability, as determined under Section 5.2, Charter will pay Executive his or her then-existing Salary through the remainder of the calendar month during which such termination is Effective and for the lesser of (i) six consecutive months thereafter, or (ii) the date on which any disability insurance benefits commence under any disability insurance coverage furnished by Charter to Executive. Any unvested options and shares of restricted stock shall terminate upon a termination for Disability unless otherwise provided for in any applicable plan or award agreement. Executive shall be entitled to no other compensation or benefits except as expressly provided in this paragraph; provided that, to the extent required to avoid the tax consequences of Section 409A of the Code, the first payment shall cover all payments scheduled to be made to Executive during the first six (6) months after the date Executive's employment terminates, and the first such payment shall be delayed until the day after the six (6) month anniversary of the date Executive's employment terminates.

5.5.4. Termination upon Death. If Executive's employment terminates because of Executive's death, Executive will be entitled to receive Executive's then-existing Salary through the end of the calendar month in which the death occurs and shall be paid for all reasonable expenses Executive has incurred in the pursuit of Executive's duties under this Agreement through the date of termination which are payable under and in accordance with this Agreement. Any unvested options and shares of restricted stock shall terminate upon Death unless otherwise provided for in any applicable plan or award agreement. Executive shall be entitled to no other compensation or benefits except as expressly provided in this paragraph.

5.5.5. Benefits. Except as otherwise required by law, Executive's accrual of, or participation in plans providing for, the Benefits will cease at the effective date of the termination of employment, and Executive will be entitled to accrued benefits pursuant to such plans only as provided in such plans.

5.6. Conditions To Payments. To be eligible to receive (and continue to receive) and retain the payments and benefits described in Sections 5.5.1 (a) - (e), Executive must comply with the provisions of Sections 6 and 7 and first execute and deliver to Charter, and comply with, an agreement, in form and substance satisfactory to Charter, effectively releasing and giving up all claims Executive may have against Charter or any of its subsidiaries or affiliates (and each of their respective controlling shareholders, employees, directors, officers, plans, fiduciaries, insurers and agents) arising out of or based upon any facts or conduct occurring prior to that date. The agreement will be prepared by Charter, will be based upon the standard form (if any) then being utilized by Charter for executive separations when severance is being paid, and will be provided to Executive at the time Executive's employment is terminated or as soon as administratively practicable thereafter (not to exceed five (5) business days). The agreement will require Executive to consult with Company representatives, and voluntarily appear as a witness for trial or deposition (and to prepare for any such testimony) in connection with, any claim which may be asserted by or against Charter, any investigation or administrative proceeding, any matter relating to a franchise, or any business matter concerning Charter or any of its transactions or operations. A copy of the current standard form being used by Charter for executive separations when severance is being paid has been provided to Executive or is attached to this Agreement as Exhibit 1. It is understood that the final document may not contain provisions specific to the release of a federal age discrimination claim if Executive is not at least forty (40) years of age, and may be changed as Charter's chief legal counsel considers necessary and appropriate to enforce the same, including provisions to comply with changes in applicable laws and recent court decisions. Payments under and/or benefits provided by Sections 5.5.1 (a) - (e) will not be made unless and until Executive executes and delivers that agreement to Charter within twenty-one (21) days after delivery of the document (or such lesser time as Charter's chief legal counsel may specify in the document) and all conditions to the effectiveness of that agreement and the releases contemplated thereby have been satisfied (including without limitation the expiration of any applicable revocation period without revoking acceptance). It is understood and agreed that if a form of agreement called for by this Section 5.6 is not presented to Executive within forty-five (45) days after Executive's employment terminated, then the requirement that Executive executes and delivers that agreement will be deemed to be satisfied.

6. Non-Disclosure Covenant; Employee Inventions.

6.1. Acknowledgments by Executive. Executive acknowledges that (a) during the Employment Term and as a part of Executive's employment, Executive will be afforded access to Confidential Information (as defined below); (b) public disclosure of such Confidential Information could have an adverse effect on the Company and its business; (c) because Executive possesses substantial technical expertise and skill with respect to the Company's business, Charter desires to obtain exclusive ownership of each invention by Executive, and Charter will be at a substantial competitive disadvantage if it fails to acquire exclusive ownership of each invention by Executive; and (d) the provisions of this Section 6 are reasonable and necessary to prevent the improper use or disclosure of Confidential Information and to provide Charter with exclusive ownership of all inventions and works made or created by Executive.

6.2. Confidential Information. (a) The Executive acknowledges that during the Term Executive will have access to and may obtain, develop, or learn of Confidential Information (as defined below) under and pursuant to a relationship of trust and confidence. The Executive shall hold such Confidential Information in strictest confidence and never at any time, during or after Executive's employment terminates, directly or indirectly use for Executive's own benefit or otherwise (except in connection with the performance of any duties as an employee hereunder) any Confidential Information, or divulge, reveal, disclose or communicate any Confidential Information to any unauthorized person or entity in any manner whatsoever.

As used in this Agreement, the term "Confidential Information" shall include, but not be limited to, any of the following information relating to Company learned by the Executive during the Term or as a result of Executive's employment with Charter:

(a) information regarding the Company's business proposals, manner of the Company's operations, and methods of selling or pricing any products or services;

(b) the identity of persons or entities actually conducting or considering conducting business with the Company, and any information in any form relating to such persons or entities and their relationship or dealings with the Company or its affiliates;

(c) any trade secret or confidential information of or concerning any business operation or business relationship;

(d) computer databases, software programs and information relating to the nature of the hardware or software and how said hardware or software are used in combination or alone;

(e) information concerning Company personnel, confidential financial information, customer or customer prospect information, information concerning subscribers, subscriber and customer lists and data, methods and formulas for estimating costs and setting prices, engineering design standards, testing procedures, research results (such as marketing surveys, programming trials or product trials), cost data (such as billing, equipment and programming cost projection models), compensation information and models, business or marketing plans or strategies, deal or business terms, budgets, vendor names, programming operations, product names, information on proposed acquisitions or dispositions, actual performance compared to budgeted performance, long-range plans, internal financial information (including but not limited to financial and operating results for certain offices, divisions, departments, and key market areas that are not disclosed to the public in such form), results of internal analyses, computer programs and programming information, techniques and designs, and trade secrets;

(f) information concerning the Company's employees, officers, directors and shareholders; and

(g) any other trade secret or information of a confidential or proprietary nature.

Executive shall not make or use any notes or memoranda relating to any Confidential Information except for the benefit of the Company, and will, at Charter's request, return each original and every copy of any and all notes, memoranda, correspondence, diagrams or other records, in written or other form, that Executive may at any time have within his possession or control that contain any Confidential Information.

Notwithstanding the foregoing, Confidential Information shall not include information which has come within the public domain through no fault of or action by Executive or which has become rightfully available to Executive on a non-confidential basis from any third party, the disclosure of which to Executive does not violate any contractual or legal obligation such third party has to the Company or its affiliates with respect to such Confidential Information. None of the foregoing obligations and restrictions applies to any part of the Confidential Information that Executive demonstrates was or became generally available to the public other than as a result of a disclosure by Executive or by any other person bound by a confidentiality obligation to the Company in respect of such Confidential Information.

Executive will not remove from the Company's premises (except to the extent such removal is for purposes of the performance of Executive's duties at home or while traveling, or except as otherwise specifically authorized by Charter) any Company document, record, notebook, plan, model, component, device, or computer software or code, whether embodied in a disk or in any other form (collectively, the "Proprietary Items"). Executive recognizes that, as between Charter and Executive, all of the Proprietary Items, whether or not developed by Executive, are the exclusive property of the Company. Upon termination of Executive's employment by either party, or upon the request of Charter during the Term, Executive will return to Charter all of the Proprietary Items in Executive's possession or subject to Executive's control, and Executive shall not retain any copies, abstracts, sketches, or other physical embodiment of any of the Proprietary Items.

6.3. Proprietary Developments.

6.3.1. Any and all inventions, products, discoveries, improvements, processes, methods, computer software programs, models, techniques, or formulae (collectively, hereinafter referred to as "Developments"), made, conceived, developed, or created by Executive (alone or in conjunction with others, during regular work hours or otherwise) during Executive's employment, which may be directly or indirectly useful in, or relate to, the business conducted or to be conducted by the Company will be promptly disclosed by Executive to Charter and shall be Charter's exclusive property. The term "Developments" shall not be deemed to include inventions, products, discoveries, improvements, processes, methods, computer software programs, models, techniques, or formulae which were in the possession of Executive prior to the Term. Executive hereby transfers and assigns to Charter all proprietary rights which Executive may have or acquire in any Developments and Executive waives any other special right which the Executive may have or accrue therein. Executive will execute any documents and to take any actions that may be required, in the reasonable determination of Charter's counsel, to effect and confirm such assignment, transfer and waiver, to direct the issuance of patents, trademarks, or copyrights to Charter with respect to such Developments as are to be Charter's exclusive property or to vest in Charter title to such Developments; provided, however, that the expense of securing any patent, trademark or copyright shall be borne by Charter. The parties agree that Developments shall constitute Confidential Information.

6.3.2. "Work Made for Hire." Any work performed by Executive during Executive's employment with Charter shall be considered a "Work Made for Hire" as defined in the U.S. Copyright laws, and shall be owned by and for the express benefit of Charter. In the event it should be established that such work does not qualify as a Work Made for Hire, Executive agrees to and does hereby assign to Charter all of Executive's right, title, and interest in such work product including, but not limited to, all copyrights and other proprietary rights.

6.3.3. Cooperation. Both during the Term and thereafter, Executive shall fully cooperate with Company in the protection and enforcement of any intellectual property rights that relate to services performed by Executive for Company, whether under the terms of this Agreement or prior to the execution of this Agreement. This shall include without limitation executing, acknowledging, and delivering to Company all documents or papers that may be necessary to enable Company to publish or protect such intellectual property rights. Charter shall bear all costs in connection with Executive's compliance with the terms of this section.

7. Non-Competition and Non-Interference.

7.1. Acknowledgments by Executive. Executive acknowledges and agrees that: (a) the services to be performed by Executive under this Agreement are of a special, unique, unusual, extraordinary, and intellectual character; (b) the Company competes with other businesses that are or could be located in any part of the United States; and (c) the provisions of this Section 7 are reasonable and necessary to protect the Company's business and lawful protectable interests, and do not impair Executive's ability to earn a living.

7.2. Covenants of Executive. For purposes of this Section 7.2, the term "Restricted Period" shall mean the period commencing on the Effective Date and terminating on the later of (i) the second anniversary (or, in the case of Section 7.2 (a), the first anniversary), of the date Executive's employment terminated, or (ii) the end of the Term. In addition, the "Restricted Period" also shall encompass any period of time from whichever anniversary date is applicable until and ending on the last date Executive is to be paid any payment under Section 5.5. In consideration of the acknowledgments by Executive, and in consideration of the compensation and benefits to be paid or provided to Executive by Charter, Executive covenants and agrees that during the Restricted Period, the Executive will not, directly or indirectly, for Executive's own benefit or for the benefit of any other person or entity other than the Company:

(a) in the United States or any other country or territory where the Company then conducts its business: engage in, operate, finance, control or be associated with a "Competitive Business" (defined below); serve as an officer or director of a Competitive Business (regardless of where Executive then lives or conducts such activities); perform any work as an employee, consultant, contractor, or in any other capacity with, a Competitive Business; directly or indirectly invest or own any interest in a Competitive Business (regardless of where Executive then lives or conducts such activities); or directly or indirectly provide any services or advice to a any business, person or entity who or which is engaged in a Competitive Business. A "Competitive Business" is any business, person or entity who or which, anywhere within that part of the United States, or that part of any other country or territory, where the Company conducts business: owns or operates a cable television system, provides direct television or any satellite-based, telephone-based internet based or wireless system for delivering television, music or other entertainment programming, provides telephony services using cable connection, provides data or internet service, or offers, provides, markets or sells any service or product of a type that is offered or marketed by or directly competitive with a service or product offered or marketed by the Company at the time Executive's employment terminates; or who or which in any case is preparing or planning to do so. The provisions of this Section 7.2(a) shall not be construed or applied (i) so as to prohibit Executive from owning not more than one percent (1%) of any class of securities that is publicly traded on any national or regional securities exchange, as long as Executive's investment is passive and Executive does not lend or provide any services or advice to such business or otherwise violate the terms of this Agreement in connection with such investment; or (ii) so as to prohibit Executive from working as an employee in the cable television business for a company/business that owns or operates cable television franchises (by way of current example, Cox or Comcast), provided that the company/business is not providing cable services in any political subdivision/ geographic area where the Company has a franchise or provides cable services and the company/business is otherwise not engaged in a Competitive Business, and provided Executive does not otherwise violate the terms of this Agreement in connection with that work;

(b) contact, solicit or provide any service to any person or entity that was a customer franchisee, or prospective customer of the Company at any time during Executive's employment (a prospective customer being one to whom the Company had made a business proposal within twelve (12) months prior to the time Executive's employment terminated); or directly solicit or encourage any customer, franchisee or subscriber of the Company to purchase any service or product of a type offered by or competitive with any product or service provided by the Company, or to reduce the amount or level of business purchased by such customer, franchisee or subscriber from the Company; or take away or procure for the benefit of any competitor of the Company, any business of a type provided by or competitive with a product or service offered by the Company; or

(c) solicit or recruit for employment, any person or persons who are employed by Charter or any of its subsidiaries or affiliates, or who were so employed at any time within a period of six (6) months immediately prior to the date Executive's employment terminated, or otherwise interfere with the relationship between any such person and the Company; nor will the Executive assist anyone else in recruiting any such employee to work for another company or business or discuss with any such person his or her leaving the employ of the Company or engaging in a business activity in competition with the Company. This provision shall not apply to secretarial, clerical, custodial or maintenance employees;

(d) perform any work as an employee, consultant, contractor, or in any other capacity with, directly or indirectly invest or own any interest in, serve as an officer, director or advisor or consultant to, or directly or indirectly provide any services or advice to Cequel III (or any of its affiliates, or any entity invested in or owned or controlled by Cequel III or any of its principals, excluding publicly traded corporations in which such person(s) or entities own or control less than a 5% interest), or any company or business in which Cequel III or any of Cequel III's principals own an interest (other than a publicly traded corporation in which such person(s) and entities own or control less than a 5% interest). It is understood that the principals of Cequel III are Jerry Kent and Howard Wood; or

(e) disparage or criticize, or make any derogatory or critical statement about, Charter or any of its subsidiaries or affiliates, or any of their respective present or former directors, officers, employees, or agents.

If Executive violates any covenant contained in this Section 7.2, then the term of the covenants in this Section shall be extended by the period of time Executive was in violation of the same.

7.3. Provisions Pertaining to the Covenants. Executive recognizes that the existing business of the Company extends to various locations and areas throughout the United States and may extend hereafter to other countries and territories and agrees that the scope of Section 7.2 shall extend to any part of the United States, and any other country or territory, where the Company operates or conducts business, or has concrete plans to do so at the time Executive's employment terminates. It is agreed that the Executive's services hereunder are special, unique, unusual and extraordinary giving them peculiar value, the loss of which cannot be reasonably or adequately compensated for by damages, and in the event of the Executive's breach of this Section, Charter shall be entitled to equitable relief by way of injunction or otherwise. If any provision of Section 6 or 7 of this Agreement is deemed to be unenforceable by a court (whether because of the subject matter of the provision, the duration of a restriction, the geographic or other scope of a restriction or otherwise), that provision shall not be rendered void but the parties instead agree that the court shall amend and alter such provision to such lesser degree, time, scope, extent and/or territory as will grant Charter the maximum restriction on Executive's activities permitted by applicable law in such circumstances. Charter's failure to exercise its rights to enforce the provisions of this Agreement shall not be affected by the existence or non existence of any other similar agreement for anyone else employed by Charter or by Charter's failure to exercise any of its rights under any such agreement.

7.4. Notices. In order to preserve Charter's rights under this Agreement, Charter is authorized to advise any potential or future employer, any third party with whom Executive may become employed or enter into any business or contractual relationship with, and any third party whom Executive may contact for any such purpose, of the existence of this Agreement and its terms, and Charter shall not be liable for doing so.

7.5. Injunctive Relief and Additional Remedy. Executive acknowledges that the injury that would be suffered by Charter as a result of a breach of the provisions of this Agreement (including any provision of Sections 6 and 7) would be irreparable and that an award of monetary damages to Charter for such a breach would be an inadequate remedy. Consequently, Charter will have the right, in addition to any other rights it may have, to obtain injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce any provision of this Agreement, and Charter will not be obligated to post bond or other security in seeking such relief. Without limiting Charter's rights under this Section or any other remedies of Charter, if Executive breaches any of the provisions of Section 6 or 7, Charter will have the right to cease making any payments otherwise due to Executive under this Agreement.

7.6. Covenants of Sections 6 and 7 are Essential and Independent Covenants. The covenants by Executive in Sections 6 and 7 are essential elements of this Agreement, and without Executive's agreement to comply with such covenants, Charter would not have entered into this Agreement or employed Executive. Charter and Executive have independently consulted their respective counsel and have been advised in all respects concerning the reasonableness and propriety of such covenants, with specific regard to the nature of the business conducted by Charter. Executive's covenants in Sections 6 and 7 are independent covenants and the existence of any claim by Executive against Charter, under this Agreement or otherwise, will not excuse Executive's breach of any covenant in Section 6 or 7. If Executive's employment hereunder is terminated, this Agreement will continue in full force and effect as is necessary or appropriate to enforce the covenants and agreements of Executive in Sections 6 and 7. Charter's right to enforce the covenants in Sections 6 and 7 shall not be adversely affected or limited by the Company's failure to have an agreement with another employee with provisions at least as restrictive as those contained in Sections 6 and 7, or by the Company's failure or inability to enforce (or agreement not to enforce) in full the provisions of any other or similar agreement containing one or more restrictions of the type specified in Sections 6 or 7 of this Agreement.

8. Executive's Representations And Further Agreements.

8.1. Executive represents, warrants and covenants to Charter that:

(a) Neither the execution and delivery of this Agreement by Executive nor the performance of any of Executive's duties hereunder in accordance with the Agreement will violate, conflict with or result in the breach of any order, judgment, employment contract, agreement not to compete or other agreement or arrangement to which Executive is a party or is subject;

(b) On or prior to the date hereof, Executive has furnished to Charter true and complete copies of all judgments, orders, written employment contracts, agreements not to compete, and other agreements or arrangements restricting Executive's employment or business pursuits, that have current application to Executive;

(c) Executive is knowledgeable and sophisticated as to business matters, including the subject matter of this Agreement, and that prior to assenting to the terms of this Agreement, or giving the representations and warranties herein, Executive has been given a reasonable time to review it and has consulted with counsel of Executive's choice; and

(d) Executive will not knowingly breach or violate any provision of any law or regulations or any agreement to which Executive may be bound.

(e) Executive has not provided, nor been requested by Charter to provide, to Charter, any confidential or non public document or information of a former employer that constitutes or contains any protected trade secret, and will not use any protected trade secrets in connection with the Executive's employment.

8.2. During and subsequent to expiration of the Term, the Executive will cooperate with Charter, and furnish any and all complete and truthful information, testimony or affidavits in connection with any matter that arose during the Executive's employment, that in any way relates to the business or operations of the Company or any of its parent or subsidiary corporations or affiliates, or of which the Executive may have any knowledge or involvement; and will consult with and provide information to Charter and its representatives concerning such matters. Subsequent to the Term, the parties will make their best efforts to have such cooperation performed at reasonable times and places and in a manner as not to unreasonably interfere with any other employment in which Executive may then be engaged. Nothing in this Agreement shall be construed or interpreted as requiring the Executive to provide any testimony, sworn statement or declaration that is not complete and truthful. If Charter requires the Executive to travel outside the metropolitan area in the United States where the Executive then resides to provide any testimony or otherwise provide any such assistance, then Charter will reimburse the Executive for any reasonable, ordinary and necessary travel and lodging expenses incurred by Executive to do so provided the Executive submits all documentation required under Charter's standard travel expense reimbursement policies and as otherwise may be required to satisfy any requirements under applicable tax laws for Charter to deduct those expenses. Nothing in this Agreement shall be construed or interpreted as requiring the Executive to provide any testimony or affidavit that is not complete and truthful.

9. General Provisions.

9.1. **Binding Effect; Delegation of Duties Prohibited.** Neither this Agreement nor any rights or obligations of Charter under this Agreement may be assigned or transferred by Charter except that such Agreement, rights and/or obligations may be assigned or transferred pursuant to a merger or consolidation, or the sale or liquidation of all or substantially all of the assets of Charter, provided that the assignee or transferee is the successor to all or substantially all of the assets of Charter and such assignee or transferee assumes the liabilities, obligations and duties of Charter, as contained in this Agreement, either contractually or as a matter of law. The duties and covenants of Executive under this Agreement, being personal, may not be assigned or delegated except that Executive may assign payments due hereunder to a trust established for the benefit of Executive's family or to Executive's estate or to any partnership or trust entered into by Executive and/or Executive's immediate family members (meaning, Executive's spouse and lineal descendants). Charter also shall have the right to delegate its duties under this Agreement and assign its rights under this Agreement to any subsidiary or affiliate, *provided however*, such assignment does not render this Agreement void or unenforceable. Any actual or attempted delegation or assignment in contravention of this Section 9.1 shall be null and void *ab initio*.

9.2. **Notices.** All notices and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested). Notices and other communications under this Agreement shall be sent, in the case of Charter to the attention of the Chairman of the Board of Directors and General Counsel at Charter's principal business office and, in the case of Executive, to the address or

facsimile number set forth below (or to such other address or facsimile number as Executive may designate by notice to Charter):

9.3. Entire Agreement; Amendments.

(a) This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all prior oral and written communications, agreements and understandings between the parties with respect to terms and conditions of employment, including, without limitation, specifically that certain November 22, 2004 memorandum regarding severance guidelines for executives; provided, however, that this Agreement does not cancel any prior award agreement entered into by Executive pursuant to or under any stock option or restricted stock plan, nor relieve Executive of his or her obligations under any agreement concerning confidentiality of information, non competition, non solicitation of employees or customers, non disparagement or assignment of inventions. Superseding such other agreements shall be deemed to not be a termination thereunder. To the extent any terms of this Agreement conflict with the terms of any prior award agreement entered into by Executive pursuant to or under any stock option or restricted stock plan, the terms of this Agreement shall govern.

(b) Neither this Agreement nor any of its terms may be amended, added to, changed or waived except in a writing signed by Executive and the President and/or Chief Executive Officer of Charter or designee thereof. Notwithstanding anything herein to the contrary, Charter hereby reserves the right to unilaterally amend this Agreement as necessary to avoid the imposition of liability under or as a consequence of the application of the provisions of Section 409A of the Code.

(c) Executive shall not be entitled to, and waives any rights under or with respect to, severance or other benefits under any existing or future severance plans, policies, programs or guidelines established or published by Charter, including, but not limited to, that certain November 22, 2004 memorandum regarding severance guidelines for executives.

9.4. Survival, Captions. This Agreement shall inure to the benefit of Charter, its successors and assigns. This Agreement shall survive the termination of Executive's employment. The captions used in this Agreement do not limit the scope of the provisions. And shall not be used to interpret the meaning of the terms of this Agreement. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

9.5. Governing Law; Jurisdiction and Venue. This Agreement is deemed to be accepted and entered into in the State of Missouri and shall be governed by and construed and interpreted according to the internal laws of the State of Missouri without reference to conflicts of law principles. In any suit to enforce this Agreement, venue and jurisdiction is proper in the St. Louis County Circuit Court and (if federal jurisdiction exists) the U.S. District Court for the Eastern District of Missouri, and Executive waives all objections to jurisdiction in any such forum and any defense or claim that either such forum is not a proper forum, is not the most convenient forum, or is an inconvenient forum.

9.6. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect.

Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

9.7 Counterparts; Effective by Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. This Agreement may be executed by facsimile signatures.

9.8. Successors; Binding Agreement. Subject to the provisions of Section 9.1, this Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees of Executive and successors and assigns of Charter. Other than Company and Executive, and, subject to Section 9.1 hereof, their respective successors and assigns, there are no intended beneficiaries of this Agreement.

9.9. Withholding Taxes; Delay In Payments. Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation. In no event shall Charter be required to make, or Executive be required to receive, any payment called for by this Agreement if such payment at that time shall result in the application of the tax consequences spelled out in Section 409A of the Code. In that case, payment will be made at such time as will not result in the imposition of any adverse tax consequences spelled out in Section 409A of the Code.

9.10. General Satisfaction. Except as otherwise specified in this Agreement, this Agreement supersedes and replaces any prior employment or other agreement between Executive and Charter, and Charter shall not have any further liability arising out or in connection with any such prior agreement, whether oral or written, made on or before the Effective Time with or for the benefit of Executive.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date above first written above.

CHARTER COMMUNICATIONS, INC.

By: /s/ Lynne F. Ramsey

/s/ Jeffrey T. Fisher
Jeffrey T. Fisher

WAIVER AND AMENDMENT

WAIVER AND AMENDMENT, dated as of January 26, 2006 (this "Amendment"), to (a) the Senior Bridge Loan Agreement, dated as of October 17, 2005 (the "Loan Agreement"), by and among CCO HOLDINGS, LLC, a Delaware limited liability company (the "Borrower"), CCO HOLDINGS CAPITAL CORP., a Delaware corporation and a wholly-owned Subsidiary of the Borrower (the "Guarantor" and, together with the Borrower, the "Loan Parties"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, together with any successor, the "Administrative Agent"), J.P. MORGAN SECURITIES INC. and CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as joint lead arrangers and joint bookrunners, and DEUTSCHE BANK SECURITIES INC., as documentation agent. Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement.

WITNESSETH:

WHEREAS, CCH II, LLC, a Delaware limited liability company and CCH II Capital Corp., a Delaware corporation propose to issue at least \$400.0 million of (i) senior notes due 2013 (the "2013 Notes"), or (ii) senior notes due 2010 (the "2010 Notes" and, together with the 2013 Notes, the "Notes");

WHEREAS, CCH II will utilize the net proceeds received from the issuance of the Notes to make an intercompany loan to Charter Communications Operating, LLC ("CCO") with CCO utilizing 100% of such net proceeds to reduce revolving loans (but not revolving commitments) under the \$6.5 billion Amended and Restated Credit Agreement dated as of March 18, 1999, amended and restated as of April 27, 2004, by and among CCO, as borrower, JPMorgan Chase Bank, N.A., as administrative agent, and the other parties thereto.

WHEREAS, the Loan Parties, the Lenders and the Administrative Agent have agreed to waive certain provisions of the Loan Agreement in accordance with Section 9.1 in order to permit the transactions described in the foregoing paragraph.

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendments to Loan Agreement. The Loan Agreement is hereby amended as set forth below:

(a) Section 1.1 of the Loan Agreement is hereby amended by inserting therein the following definitions in proper alphabetical order:

"CCH II Notes Transaction" means the issuance in January 2006 of at least \$400.0 million of senior notes due 2013 (or senior notes due 2010; collectively, the "CCH II Notes") by CCH II and CCH II Capital Corp. and the related application of 100% of the net proceeds thereof by CCO to reduce revolving loans (but not revolving commitments) under the Credit Agreement, provided that the \$400.0 million minimum (and the related net proceeds) shall be reduced dollar for dollar to the extent the outstanding principal amount of Charter Holdings' 8.250% Senior Notes Due 2007 is reduced as a result of private exchanges for CCH II Notes on or prior to the date of such issuance.

"CCO" mean Charter Communications Operating, LLC, a Delaware limited liability company, and any successor person thereto.

"CCO Intercompany Loan" means an intercompany loan made to CCO by CCH II in connection with the CCH II Notes Transaction; provided that (i) the note evidencing such intercompany loan may be upstreamed to any Parent and (ii) such intercompany loan shall be (x) evidenced by a note in the form of Exhibit J and (y) subject to the terms of an intercreditor agreement for the benefit of the Lenders in the form of Exhibit K.

(b) Section 6.9 of the Loan Agreement is hereby amended by:

(i) adding a new clause (11) at the end of the second paragraph thereof to read as follows:

(11) the incurrence by CCO of the CCO Intercompany Loan; provided that any payment in respect thereof (including interest thereon) is used solely to (i) pay principal and/or interest on the Notes or (ii) make (or fund) a payment described in clause (9) of the second paragraph of Section 6.6.

(ii) replacing the phrase "in clauses (1) through (10) above" in the third paragraph thereof with the phrase "in clauses (1) through (11) above".

(c) The Loan Agreement is hereby amended by adding thereto (i) a new Exhibit J titled "Form of Subordinated Note" in the form attached hereto as Exhibit A, and (ii) a new Exhibit K titled "Form of Agreement with Respect to Subordinated Notes" in the form attached hereto as Exhibit B.

2. Waiver of Section 2.3(b) of the Loan Agreement. The requirement set forth in Section 2.3(b) of the Loan Agreement that the Total Commitments be reduced by 100% of the proceeds from the issuance of the Notes is hereby waived and the Total Commitments shall be reduced by 100% of the gross proceeds from the issuance of the Notes in excess of \$275.0 million. It is further acknowledged that to the extent the net proceeds of the issuance of the Notes are used to fund the CCO Intercompany Loan and such CCO Intercompany Loan is distributed to Charter Holdings, such portion of the issuance shall not constitute an additional Specified Offering pursuant to clause 1(c) of the definition thereof.

3. Consent. The Required Lenders hereby consent to the execution and delivery of this Amendment by the Administrative Agent and the Loan Parties.

4. Effectiveness. This Amendment will become effective as of the date first set forth above upon the Administrative Agent having received counterparts of this Amendment duly executed and delivered by the Loan Parties and the Required Lenders; provided that this Amendment shall automatically terminate and be of no effect if the CCH II Notes Transaction (as defined in Section 1(a) hereof) shall not have occurred on or before January 31, 2006.

5. Continuing Effect. Except as expressly amended and modified hereby, the Loan Agreement shall continue to be and shall remain in full force and effect in accordance with its terms.

6. Representations and Warranties. On and as of the date hereof after giving effect to this Amendment, the Borrower hereby represents and warrants to the Lenders that each of its representations and warranties contained in Section 4 of the Loan Agreement or in any certificate, document or financial or other statement furnished at any time under, or in connection therewith, are true and correct in all material respects on and as of such date as if made on and as of such date, except to the

extent that such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date.

7. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

8. Counterparts. This Amendment may be executed by the parties hereto on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

9. Expenses. The Loan Parties jointly and severally agree to pay or reimburse the Administrative Agent for all of its out-of-pocket costs and reasonable expenses incurred in connection with this Amendment, any other documents prepared in connection herewith and the transactions contemplated hereby, including, without limitation, the reasonable fees and disbursements of counsel to the Administrative Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

CCO HOLDINGS, LLC, as Borrower

By: /s/ Eloise Schmitz
Name: Eloise Schmitz
Title: Senior Vice-President

CCO HOLDINGS CAPITAL CORP., as Guarantor

By: /s/ Eloise Schmitz
Name: Eloise Schmitz
Title: Senior Vice-President

JPMORGAN CHASE BANK, N.A., as Administrative Agent and Lender

By: /s/ Tracey Navin Ewing
Name: Tracey Navin Ewing
Title: Vice President

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Lender

By: /s/ Alexis Maged
Name: Alexis Maged
Title: Managing Director

By: /s/ Adam Forchheimer
Name: Adam Forchheimer
Title: Vice President

By: /s/ David Mayhew
Name: David Mayhew
Title: Managing Director

By: /s/ Stephen Cayer
Name: Stephen Cayer
Title: Director

EXHIBIT J
FORM OF SUBORDINATED NOTE

EXHIBIT K
FORM OF AGREEMENT WITH RESPECT TO SUBORDINATED NOTES

CCH II, LLC

CCH II CAPITAL CORP.

\$450,000,000

10.25% SENIOR NOTES DUE 2010 - SERIES B

PURCHASE AGREEMENT

Dated January 26, 2006

January 26, 2006

J.P. Morgan Securities Inc.
As Representative of the
several Purchasers listed
in Schedule I hereto
c/o J.P. Morgan Securities Inc.
270 Park Avenue
New York, New York 10017

Ladies and Gentlemen:

CCH II, LLC, a Delaware limited liability company (the "Company"), and CCH II Capital Corp., a Delaware corporation ("CCH II Capital" and, together with the Company, the "Issuers"), propose, subject to the terms and conditions stated herein, to issue and sell to the purchasers named in Schedule I hereto (the "Purchasers") an aggregate of \$450,000,000 principal amount of 10.25% Senior Notes due 2010 - Series B (the "Notes"). The Notes will be issued pursuant to the Indenture dated as of September 23, 2003, as supplemented by a supplemental indenture dated January 30, 2006 (the "Indenture") among the Issuers and Wells Fargo Bank, National Association, as trustee (the "Trustee"). In this Agreement, January 30, 2006 is referred to as the "Closing Date" or the "Time of Delivery". The Notes will have the benefit of an exchange and registration rights agreement (the "Exchange and Registration Rights Agreement"), to be dated as of the Time of Delivery, between the Issuers and the Purchasers, pursuant to which the Issuers will agree to offer in exchange for the Notes, new notes, registered under the Securities Act of 1933, as amended (the "Act"), but otherwise on terms substantially identical to the Notes (such registered Notes, the "Exchange Notes") under the Act subject to the terms and conditions therein specified. To the extent there are no additional parties listed on Schedule I other than you, the term Representatives as used herein shall mean you as the Purchasers, and the terms Representatives and Purchasers shall mean either the singular or plural as the context requires. It is understood and agreed that all the representatives are joint book-running managers for the offering of the Notes (in such capacity, the "Joint Managers"). Any determinations or other actions to be made under this Agreement by the Joint Managers shall only require the consent of J.P. Morgan Securities Inc.

The sale of the Notes to the Purchasers will be made without registration of the Notes under the Act in reliance upon exemptions from the registration requirements of the Act.

In connection with the sale of the Notes, the Issuers have prepared a preliminary offering memorandum dated January 24, 2006 (the "Preliminary Offering Memorandum") and will prepare an offering memorandum dated the date hereof (the "Offering Memorandum"), it being understood that references to the Offering Memorandum refer to the version of such document to be prepared and delivered in connection with this agreement, including Sections 5(a) and (c) hereof, setting forth certain information concerning the Issuers and their subsidiaries and the Notes. Copies of the Preliminary Offering Memorandum have been, and copies of the Offering Memorandum will be, delivered by the Issuers to the Purchasers pursuant to the terms of this Agreement. The Issuers hereby confirm that they have authorized the use of the Preliminary Offering Memorandum, the Time of Sale Information (as defined below) and the Offering Memorandum in connection with the offering and resale of the Notes by the Purchasers in the manner contemplated by this agreement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Preliminary Offering Memorandum. References herein to the Preliminary Offering Memorandum, the Time of Sale Information and the Offering Memorandum shall be deemed to refer to and include any document incorporated by reference therein.

At or prior to the time when sales of the Notes were first made (the "Time of Sale"), the following information shall have been prepared (collectively, the "Time of Sale Information"): a Preliminary Offering Memorandum dated January 24, 2006, as supplemented and amended by the written communications listed on Annex I hereto.

This Agreement, the Exchange and Registration Rights Agreement, the Notes and the Indenture collectively are referred to herein as the "Transaction Documents."

1. Representations and Warranties of the Issuers. Each of the Issuers jointly and severally represents and warrants to, and agrees with, each of the Purchasers that:

(a) The Preliminary Offering Memorandum, as of its date, did not, the Time of Sale Information, at the Time of Sale, did not and at the Closing Date, will not, and the Offering Memorandum, in the form first used by the Purchasers to confirm sales of the Notes, will not, and, as of the Closing Date, will not, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information relating to the Purchasers furnished in writing to the Issuers by or on behalf of a Purchaser through J.P. Morgan Securities Inc. expressly for use in the Preliminary Offering Memorandum, the Time of Sale Information or the Offering Memorandum;

(b) Other than the Preliminary Offering Memorandum and the Offering Memorandum, the Issuers (including its agents and representatives, other than the Purchasers in their capacity as such) have not made, used, prepared, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any written communication that constitutes an offer to sell or solicitation of an offer to buy the Notes other than the documents listed

on Annex I hereto, including a term sheet substantially in the form of Annex II hereto, and other written communications used in accordance with Section 5(c);

(c) None of the Issuers or any of their subsidiaries has sustained since the date of the latest audited financial statements included in each of the Time of Sale Information and the Offering Memorandum any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any court or governmental action, order or decree, otherwise than as set forth or contemplated in each of the Time of Sale Information and the Offering Memorandum; and, since the respective dates as of which information is given in each of the Time of Sale Information and the Offering Memorandum, there has not been any change in the capital stock or limited liability company interests or long-term debt of the Issuers or any of their subsidiaries or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position, members' or stockholders' equity or results of operations of Charter Communications, Inc. ("CCI"), Charter Communications Holding Company, LLC ("CCH LLC"), Charter Communications Holdings, LLC ("Holdings"), CCH I Holdings, LLC ("CIH") and CCH I, LLC ("CCH I" and collectively with CCI, CCH LLC, Holdings and CIH, the "Parent Companies"), the Issuers and each of the Issuers' subsidiaries, taken as a whole, otherwise than as set forth or contemplated in each of the Time of Sale Information and the Offering Memorandum;

(d) Each of the Issuers and its subsidiaries has good and marketable title to all real property and good and valid title to all personal property owned by it reflected as owned in the financial statements included in each of the Time of Sale Information and the Offering Memorandum, in each case free and clear of all liens, encumbrances and defects except such as are described in each of the Time of Sale Information and the Offering Memorandum or except such as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Issuers and their subsidiaries; and any real property and buildings held under lease by the Issuers and their subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not materially interfere with the use made and proposed to be made of such property and buildings by the Issuers and their subsidiaries;

(e) The Company has been duly formed and is validly existing as a limited liability company in good standing under the laws of the State of Delaware, and CCH II Capital has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware; each of the Issuers has power and authority to own its properties and conduct its business as described in each of the Time of Sale Information and the Offering Memorandum and to execute, deliver and perform its obligations under this Agreement, and has been duly qualified as a foreign corporation or limited liability company, as the case may be, for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification; and is not subject to liability or disability by reason of the failure to be so qualified in any such jurisdiction, except such as would not, individually or in the aggregate, have a material adverse effect on the current or future financial position, members' or stockholders' equity or results of operations of the Parent Companies, the Issuers and the Issuers' subsidiaries, taken as a whole (a "Material Adverse Effect"); each Parent Company and each of the Issuers' subsidiaries has been

duly incorporated or formed, as the case may be, and is validly existing as a corporation, partnership or limited liability company, as the case may be, in good standing under the laws of its jurisdiction of incorporation or formation, in each case except such as would, individually or in the aggregate, not result in a Material Adverse Effect. CCH II Capital has no subsidiaries;

(f) All the outstanding ownership interests of the Issuers have been duly and validly authorized and issued and are fully paid and non-assessable; and all the outstanding capital stock, limited liability company interests or partnership interests, as the case may be, of CCH II Capital and each "significant subsidiary" (as such term is defined in Rule 1-02 of Regulation S-X) of the Company (each a "Significant Subsidiary") have been duly and validly authorized and issued, are fully paid and nonassessable and (except as otherwise set forth in each of the Time of Sale Information and the Offering Memorandum) are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims;

(g) This Agreement has been duly authorized and executed by each of the Issuers;

(h) The Notes have been duly authorized and, when executed by the Issuers and authenticated by the Trustee in accordance with the provisions of the Indenture and when delivered to, and paid for, by the Purchasers in accordance with the terms of this Agreement, will have been duly executed, authenticated, issued and delivered and will constitute valid and legally binding obligations of the Issuers entitled to the benefits provided by the Indenture under which they are to be issued and enforceable against the Issuers in accordance with their terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles;

(i) The Indenture has been duly authorized, and when executed and delivered by the Issuers (assuming the due execution and delivery thereof by the Trustee), will constitute a valid and legally binding instrument, enforceable against the Issuers in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; and at the Time of Delivery, the Indenture will meet the requirements for qualification under the United States Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"); and the Indenture conforms in all material respects to the description thereof in each of the Time of Sale Information and the Offering Memorandum;

(j) The Exchange and Registration Rights Agreement to be entered into between the Issuers and the Purchasers, substantially in the form of Exhibit A hereto, has been duly authorized by the Issuers and, when executed and delivered by each Issuer party thereto in accordance with its terms and, assuming the due authorization, execution and delivery thereof by the other parties thereto, will constitute the legal, valid and binding obligation of each such Issuer, enforceable against each such Issuer in accordance with its terms except that (i) the enforcement thereof may be subject to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles, whether arising in a court of equity or law, and (ii) any rights to indemnity or contribution thereunder may be limited by federal and state securities laws and public policy considerations; and

the Exchange and Registration Rights Agreement will conform in all material respects to the description thereof in each of the Time of Sale Information and the Offering Memorandum;

(k) The Exchange Notes (as defined in the Exchange and Registration Rights Agreement) have been duly authorized by the Issuers; and, when executed, authenticated, issued and delivered in accordance with the Indenture and Exchange and Registration Rights Agreement (assuming the due authorization, execution and delivery of the Indenture by the Trustee), will constitute valid and legally binding instruments entitled to the benefits provided by the Indenture and enforceable against the Issuers in accordance with their respective terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; and the Exchange Notes will conform in all material respects to the description thereof in each of the Time of Sale Information and the Offering Memorandum;

(l) None of the transactions contemplated by this Agreement (including, without limitation, the use of the proceeds from the sale of the Notes) will violate or result in a violation of Section 7 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or any regulation promulgated thereunder, including, without limitation, Regulations T, U, and X of the Board of Governors of the Federal Reserve System;

(m) Prior to the date hereof, none of the Issuers or any of their affiliates has taken any action which is designed to or which has constituted or which might have been expected to cause or result in stabilization or manipulation of the price of any security of the Issuers in connection with the offering of the Notes;

(n) The issuance and sale of the Notes, the issuance of the Exchange Notes and the compliance by the Issuers with all provisions of each of the Transaction Documents, including those described under the caption "Description of the Notes" in the Time of Sale Information and the Offering Memorandum and the consummation of the transactions herein and therein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, lease, license, franchise agreement, permit or other agreement or instrument to which the Issuers, the Parent Companies or any of the Issuers' subsidiaries is a party or by which the Issuers, the Parent Companies or any of the Issuers' subsidiaries is bound or to which any of the property or assets of the Issuers, the Parent Companies or any of the Issuers' subsidiaries is subject, nor will such action result in any violation of any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuers, the Parent Companies or any of the Issuers' subsidiaries or any of their properties, including, without limitation, the Communications Act of 1934, as amended, the Cable Communications Policy Act of 1984, as amended, the Cable Television Consumer Protection and Competition Act of 1992, as amended, and the Telecommunications Act of 1996 (collectively, the "Cable Acts") or any order, rule or regulation of the Federal Communications Commission (the "FCC"), or the Order Instituting Cease and Desist Proceedings, Making Findings, and Imposing a Cease and Desist Order Pursuant to Section 21C of the Securities and Exchange Act of 1934, dated July 27, 2004, issued In the Matter of Charter Communications, Inc. (the "Cease and Desist Order"), except, in each case, where such conflicts, breaches, violations or defaults would not, individually or in the aggregate, have a Material Adverse Effect and would not have the effect of preventing the Issuers

from performing any of their respective obligations under this Agreement or any of the other Transaction Documents to which they are, or are to be, a party; nor will such action result in any violation of the certificate of formation or limited liability company agreement of the Company or the certificate of incorporation or bylaws of CCH II Capital; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required, including, without limitation, under the Cable Acts, any order, rule or regulation of the FCC or the Cease and Desist Order, for the issuance and sale of the Notes or the consummation by the Issuers of the transactions contemplated in this paragraph (n), except such consents, approvals, authorizations, registrations or qualifications as have been made or except as may be required under state or foreign securities or Blue Sky laws in connection with the purchase and distribution of the Notes by the Purchasers and except as required under the Securities Act in connection with the transactions contemplated by the Exchange and Registration Rights Agreement or such as may be required by the National Association of Securities Dealers, Inc. (the "NASD") and except as to such matters as are covered by other paragraphs of this Section 1;

(o) None of the Issuers, the Parent Companies or any of the Issuers' subsidiaries is (i) in violation of its certificate of incorporation, bylaws, certificate of formation, limited liability company agreement, partnership agreement or other organizational document, as the case may be, (ii) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease, license, permit or other agreement or instrument to which it is a party or by which it or any of its properties may be bound or (iii) in violation of the terms of any franchise agreement, or any law, statute, rule or regulation or any judgment, decree or order, in any such case, of any court or governmental or regulatory agency or other body having jurisdiction over the Issuers, the Parent Companies or any of the Issuers' subsidiaries or any of their properties or assets, including, without limitation, the Cable Acts or any order, rule or regulation of the FCC or the Cease and Desist Order, except, in the case of clauses (ii) and (iii), such as would not, individually or in the aggregate, have a Material Adverse Effect;

(p) The statements set forth in each of the Time of Sale Information and the Offering Memorandum under the caption "Description of the Notes" insofar as they purport to constitute a summary of the terms of the Notes and under the captions "Risk Factors," "Description of Other Indebtedness" and "United States Federal Income Taxation of Non-U.S. Holders" insofar as they purport to describe the provisions of the laws, documents and arrangements referred to therein, are accurate in all material respects and (ii) the Annual Report incorporated by reference in each of the Time of Sale Information and the Offering Memorandum for the Year Ended December 31, 2004, under the captions "Item 1. Business," "Item 11. Executive Compensation," and "Item 13. Certain Relationships and Related Transactions" are accurate in all material respects as of the dates set forth therein insofar as they purport to describe the provisions of the laws, documents and arrangements referred to therein and to the extent not superseded by subsequent disclosure (including documents incorporated by reference into the Time of Sale Information and the Offering Memorandum);

(q) Other than as set forth in each of the Time of Sale Information and the Offering Memorandum, there are no legal or governmental proceedings (including, without limitation, by the FCC or any franchising authority) pending to which the Issuers, the Parent Companies or any of the Issuers' subsidiaries is a party or of which any property of the Issuers, the Par-

ent Companies or any of the Issuers' subsidiaries is the subject which, if determined adversely with respect to the Issuers, any of the Parent Companies or any of the Issuers' subsidiaries, would, individually or in the aggregate, have a Material Adverse Effect; and, to the best knowledge of the Issuers and, except as disclosed in each of the Time of Sale Information and the Offering Memorandum, no such proceedings are threatened or contemplated by governmental authorities or threatened by others;

(r) Each of the Issuers, the Parent Companies and the Issuers' subsidiaries carries insurance (including, without limitation, self-insurance) in such amounts and covering such risks as in the reasonable determination of the Issuers is adequate for the conduct of its business and the value of its properties;

(s) Except as set forth in each of the Time of Sale Information and the Offering Memorandum, there is no strike, labor dispute, slowdown or work stoppage with the employees of any of the Issuers or their subsidiaries which is pending or, to the best knowledge of the Issuers, threatened which would, individually or in the aggregate, have a Material Adverse Effect;

(t) When the Notes are issued and delivered pursuant to this Agreement, the Notes will not be of the same class (within the meaning of Rule 144A under the Securities Act of 1933, as amended, (the "Act")) as securities which are listed on a national securities exchange registered under Section 6 of the Exchange Act or quoted in a U.S. automated inter-dealer quotation system;

(u) Neither Issuer is, or after giving effect to the offering and sale of the Notes will be, an "investment company" or any entity "controlled" by an "investment company" as such terms are defined in the U.S. Investment Company Act of 1940, as amended (the "Investment Company Act");

(v) None of the Issuers or any of their affiliates, nor any person authorized to act on their behalf (other than the Purchasers, as to whom the Issuers make no representations) has, directly or indirectly, made offers or sales of any security, or solicited offers to buy any security, under circumstances that would require the registration of the Notes under the Act;

(w) None of the Issuers or any of the Parent Companies or the Issuers' subsidiaries, or any person authorized to act on their behalf (other than the Purchasers, as to whom the Issuers make no representation) has offered or sold, the Notes by means of any general solicitation or general advertising within the meaning of Rule 502(c) under the Act or, with respect to Notes sold outside the United States to non-U.S. persons (as defined in Rule 902 under the Act), by means of any directed selling efforts within the meaning of Rule 902 under the Act and the Issuers, any affiliate of the Issuers and any person authorized to act on their behalf (other than the Purchasers, as to whom the Issuers make no representation) has complied with and will implement the offering restriction within the meaning of such Rule 902;

(x) Within the preceding six months, none of the Issuers or any other person authorized to act on their behalf (other than the Purchasers, as to whom the Issuers make no representation) has offered or sold to any person any Notes, or any securities of the same or a simi-

lar class as the Notes, other than Notes offered or sold to the Purchasers hereunder and the approximate \$60 million of the Issuers' 10.250% Senior Notes due 2010 issued in exchange for Holdings' 8.250% Senior Notes due 2007. The Issuers will take reasonable precautions designed to ensure that any offer or sale, direct or indirect, in the United States or to any U.S. person (as defined in Rule 902 under the Act) of any Notes or any substantially similar security issued by the Issuers, within six months subsequent to the date on which the distribution of the Notes has been completed (as notified to the Issuers by J.P. Morgan Securities Inc.), is made under restrictions and other circumstances reasonably designed not to affect the status of the offer and sale of the Notes in the United States and to U.S. persons contemplated by this Agreement as transactions exempt from the registration provisions of the Act;

(y) The consolidated financial statements (including the notes thereto) included in each of the Time of Sale Information and the Offering Memorandum present fairly in all material respects the respective consolidated financial positions, results of operations and cash flows of the entities to which they relate at the dates and for the periods to which they relate and have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP") applied on a consistent basis (except as otherwise noted therein). The selected historical financial data in each of the Time of Sale Information and the Offering Memorandum present fairly in all material respects the information shown therein and, except with respect to the selected historical financial data for the calendar year ended December 31, 1999 (which has not been restated), have been prepared and compiled on a basis consistent with the audited financial statements included therein; and the financial information set forth in the Preliminary Offering Memorandum and the Offering Memorandum under the heading "Summary - Fourth quarter preliminary information" to the knowledge of the Issuers and subject to the conditions set forth therein, present fairly in all material respects the information shown therein and have been prepared and compiled on a basis consistent with the audited financial statements included therein;

(z) The pro forma financial information included in each of the Time of Sale Information and the Offering Memorandum (i) complies as to form in all material respects with the applicable requirements of Regulation S-X for Form S-1 promulgated under the Exchange Act, and (ii) has been properly computed on the bases described therein; the assumptions used in the preparation of the pro forma financial information included in each of the Time of Sale Information and the Offering Memorandum are reasonable and the adjustments used therein are appropriate to give effect to the transactions or circumstances referred to therein;

(aa) KPMG LLP, who has certified the financial statements included in each of the Time of Sale Information and the Offering Memorandum, is a firm of independent public accountants as required by the Act and the rules and regulations of the Commission thereunder, based upon representations by such firm to us;

(bb) The Issuers, the Parent Companies and the Issuers' subsidiaries own or possess, or can acquire on reasonable terms, adequate licenses, trademarks, service marks, trade names and copyrights (collectively, "Intellectual Property") necessary to conduct the business now or proposed to be operated by each of them as described in each of the Time of Sale Information and the Offering Memorandum, except where the failure to own, possess or have the ability to acquire any Intellectual Property would not, individually or in the aggregate, have a Material Adverse Effect; and none of the Issuers or any of the Parent Companies or the Issuers' sub-

sidiaries has received any notice of infringement of or conflict with (and none actually knows of any such infringement of or conflict with) asserted rights of others with respect to any Intellectual Property which, if any such assertion of infringement or conflict were sustained would, individually or in the aggregate, have a Material Adverse Effect;

(cc) Except as described in each of the Time of Sale Information and the Offering Memorandum, the Issuers, the Parent Companies and the Issuers' subsidiaries have obtained all consents, approvals, orders, certificates, licenses, permits, franchises and other authorizations of and from, and have made all declarations and filings with, all governmental and regulatory authorities (including, without limitation, the FCC), all self-regulatory organizations and all courts and other tribunals legally necessary to own, lease, license and use their respective properties and assets and to conduct their respective businesses in the manner described in each of the Time of Sale Information and the Offering Memorandum, except to the extent that the failure to so obtain or file would not, individually or in the aggregate, have a Material Adverse Effect;

(dd) The Issuers, the Parent Companies and the Issuers' subsidiaries have filed all necessary federal, state and foreign income and franchise tax returns required to be filed as of the date hereof, except where the failure to so file such returns would not, individually or in the aggregate, have a Material Adverse Effect, and have paid all taxes shown as due thereon; and there is no tax deficiency that has been asserted against the Issuers or any of their subsidiaries (other than those which the amount or validity thereof are currently being challenged in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the relevant entity) that could reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect;

(ee) The Issuers, the Parent Companies and the Issuers' subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences;

(ff) Except as described in each of the Time of Sale Information and the Offering Memorandum: (i) each of the franchises held by, or necessary for any operations of, the Issuers and their subsidiaries that are material to the Issuers and their subsidiaries, taken as a whole, is in full force and effect, with no material restrictions or qualifications; (ii) to the best knowledge of the Issuers, no event has occurred which permits, or with notice or lapse of time or both would permit, the revocation or non-renewal of any such franchises, assuming the filing of timely renewal applications and the timely payment of all applicable filing and regulatory fees to the applicable franchising authority, or which would be reasonably likely to result, individually or in the aggregate, in any other material impairment of the rights of the Issuers and the Issuers' subsidiaries in such franchises; and (iii) the Issuers have no reason to believe that any franchise that is material to the operation of the Issuers and their subsidiaries will not be renewed;

(gg) Each of the programming agreements entered into by, or necessary for any operations of, the Issuers, their Parent Companies or their subsidiaries that are material to the Issuers and their subsidiaries, taken as a whole, is in full force and effect (or in any cases where the Issuers or their subsidiaries and any suppliers of content are operating in the absence of an agreement, such content providers and the Issuers and their subsidiaries provide and receive service in accordance with terms that have been agreed to or consistently acknowledged or accepted by both parties, including, without limitation, situations in which providers or suppliers of content accept regular payment for the provision of such content); and to the best knowledge of the Issuers, no event has occurred (or with notice of lapse of time or both would occur) which would be reasonably likely to result in the early termination or non-renewal of any such programming agreements and which would, individually or in the aggregate, result in a Material Adverse Effect; no amendments or other changes to such programming agreements, other than amendments relating to intra-company transfers, extensions of termination dates or pricing adjustments, together with other changes that are not in the aggregate material, have been made to the copies of the programming agreements provided for the review of the Purchasers or their representatives;

(hh) The Issuers, the Parent Companies and the Issuers' subsidiaries (i) are in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws"), (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, individually or in the aggregate, have a Material Adverse Effect;

(ii) Immediately after the consummation of this offering (including after giving effect to the execution, delivery and performance of this Agreement and the Indenture and the issuance and sale of the Notes), (i) the fair market value of the assets of each of Holdings, CIH, CCH I, LLC, CCO Holdings, LLC, Charter Communications Operating, LLC and the Company, each on a consolidated basis with its subsidiaries, exceeds and will exceed its liabilities, on a consolidated basis with its subsidiaries; (ii) the present fair saleable value of the assets of each of Holdings, CIH, CCH I, LLC, CCO Holdings, LLC and the Company, each on a consolidated basis with its subsidiaries, exceeds and will exceed its liabilities, on a consolidated basis with its subsidiaries; (iii) each of Holdings, CIH, CCH I, LLC, CCO Holdings, LLC, Charter Communications Operating, LLC and the Company, each on a consolidated basis with its subsidiaries, is and will be able to pay its debts, on a consolidated basis with its subsidiaries, as such debts respectively mature or otherwise become absolute or due; and (iv) each of Holdings, CIH, CCH I, LLC, CCO Holdings, LLC, Charter Communications Operating, LLC and the Company, on a consolidated basis with its subsidiaries, does not have and will not have unreasonably small capital with which to conduct its respective operations;

(jj) The Issuers and their Parent Companies each maintain a system of disclosure controls and procedures to ensure that material information relating to the Issuers and their Parent Companies and their consolidated subsidiaries, is made known to each of them by others

within those entities, particularly during the period in which the periodic reports are being prepared;

(kk) There is, and has been, no failure on the part of the Issuers, the Parent Companies or the Issuers' subsidiaries, or any of their directors or officers, in their capacities as such, to comply with any provision of the Sarbanes Oxley Act of 2002 and the rules and regulations promulgated in connection therewith, including, without limitation, Section 402 related to loans and Sections 302 and 906 related to certifications;

(ll) The statistical and market-related data that will be included in the Offering Memorandum are based on or derived from sources that the Issuers believe to be reliable and accurate; and

(mm) Each of the relationships and transactions specified in Item 404 of Regulation S-K that would have been required to be described in a Form 10-K have been so described in each of the Time of Sale Information and the Offering Memorandum (exclusive of any amendment or supplement thereto).

2. Purchase and Sale.

(a) Subject to the terms and conditions herein set forth, the Issuers agree to issue and sell to each of the Purchasers, and each of the Purchasers agrees, severally and not jointly, to purchase from the Issuers the principal amount of the 2010 Notes set forth opposite the name of such Purchaser on Schedule I hereto at an aggregate purchase price of 96.039% of the principal amount thereof, plus accrued interest on such principal amount from and including September 15, 2005, to but not including the Closing Date.

(b) The Issuers acknowledge and agree that the Purchasers are acting solely in the capacity of an arm's length contractual counterparty to the Issuers with respect to the offering of Notes contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Issuers or any other person. Additionally, no Purchaser is advising the Issuers or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Issuers shall consult with their own advisors concerning such matters and shall be responsible for making their own independent investigation and appraisal of the transactions contemplated hereby, and the Purchasers shall have no responsibility or liability to the Issuers with respect thereto. Any review by the Purchasers of the Issuers, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Purchasers and shall not be on behalf of the Issuers.

3. Representations, Warranties and Covenants of the Purchasers. Upon the authorization by you of the release of the Notes, the several Purchasers propose to offer the Notes for sale upon the terms and conditions set forth in this Agreement and the Time of Sale Information and each Purchaser, severally and not jointly, hereby represents and warrants to, and agrees with the Issuers that:

(a) It will offer and sell the Notes only: (i) to persons who it reasonably believes are "qualified institutional buyers" ("QIBs") within the meaning of Rule 144A under the

Act in transactions meeting the requirements of Rule 144A or (ii) upon the terms and conditions set forth in Annex III to this Agreement;

(b) It is an institutional "accredited investor" within the meaning of Regulation D under the Act; and

(c) It has not offered and will not offer or sell the Notes by any form of general solicitation or general advertising, including, without limitation, the methods described in Rule 502(c) under the Act.

4. Delivery and Payment.

(a) The Notes to be purchased by each Purchaser hereunder will be represented by definitive global Notes in book-entry form which will be deposited by or on behalf of the Issuers with The Depository Trust Company ("DTC") or its designated custodian. The Issuers will deliver the Notes to J.P. Morgan Securities Inc., for the account of each Purchaser, against payment by or on behalf of such Purchaser of the purchase price therefor by wire transfer of same day funds wired in accordance with the written instructions of the Company, by causing DTC to credit the Notes to the account of J.P. Morgan Securities Inc. at DTC. The Issuers will cause the certificates representing the Notes to be made available to J.P. Morgan Securities Inc. for checking at least twenty-four hours prior to the Time of Delivery at the office of DTC or its designated custodian (the "Designated Office"). The time and date of such delivery and payment shall be 9:30 a.m., New York City time, on January 30, 2006 or such other time and date as J.P. Morgan Securities Inc. and the Issuers may agree upon in writing. Such time and date are herein called the "Time of Delivery."

(b) The documents to be delivered at the Time of Delivery by or on behalf of the parties hereto pursuant to Section 8 hereof, including, without limitation, the cross-receipt for the Notes and any additional documents requested by the Purchasers pursuant to Section 8(j) hereof, will be delivered at such time and date at the offices of Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166 or such other location as the parties mutually agree (the "Closing Location"), and the Notes will be delivered at the Designated Office, all at the Time of Delivery. A meeting will be held at the Closing Location at 6 p.m., New York City time, on the New York Business Day next preceding the Time of Delivery, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. For the purposes of this Section 4, "New York Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York are generally authorized or obligated by law or executive order to close.

5. Agreements of the Issuers. Each of the Issuers agrees with each of the Purchasers:

(a) To prepare each of the Time of Sale Information and the Offering Memorandum in a form approved by you; to make no amendment or any supplement to any of the Time of Sale Information or the Offering Memorandum which shall not be approved by you promptly after reasonable notice thereof; and to furnish you with copies thereof;

(b) Promptly from time to time to take such action as you may reasonably request to qualify the Notes for offering and sale under the securities laws of such jurisdictions as you may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Notes; provided that in connection therewith the Issuers shall not be required to qualify as a foreign corporation or limited liability company, as the case may be, or to file a general consent to service of process in any jurisdiction;

(c) To furnish the Purchasers with copies of the Preliminary Offering Memorandum, any other Time of Sale Information and the Offering Memorandum and each amendment or supplement thereto signed by an authorized officer of each of the Issuers with the independent accountants' reports in each of the Time of Sale Information and the Offering Memorandum, and any amendment or supplement containing amendments to the financial statements covered by such reports, signed by the accountants, and additional copies thereof in, such quantities as you may from time to time reasonably request, and (1) if, at any time prior to the expiration of nine months after the date of the Offering Memorandum, any event shall have occurred as a result of which the Offering Memorandum as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Offering Memorandum is delivered, not misleading, or, if for any other reason it shall be necessary or desirable during such same period to amend or supplement the Offering Memorandum, to notify you and upon your request to prepare and furnish without charge to each Purchaser and to any dealer in securities as many copies as you may from time to time reasonably request of an amended Offering Memorandum or a supplement to the Offering Memorandum which will correct such statement or omission or effect such compliance and (2) if at any time prior to the Closing Date (i) any event shall occur or condition shall exist as a result of which any of the Time of Sale Information as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or (ii) it is necessary to amend or supplement any of the Time of Sale Information so that any of the Time of Sale Information will not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, to immediately notify you thereof and forthwith prepare and, subject to paragraph (a) above, furnish without charge to each Purchaser such amendments or supplements to any of the Time of Sale Information as may be necessary so that the statements in any of the Time of Sale Information as so amended or supplemented will not, in the light of the circumstances under which they were made, be misleading;

(d) Before using, authorizing, approving or referring to any written communication that constitutes an offer to sell or a solicitation of an offer to buy the Notes (an "Issuer Written Communication") (other than written communications that are listed on Annex I hereto and the Offering Memorandum), to furnish to the Representative and counsel for the Purchasers a copy of such written communication for review and to not use, authorize, approve or refer to any such written communication to which the Representative reasonably objects.

(e) During the period beginning from the date hereof and continuing until the date 90 days after the Time of Delivery, not to, and not permit any of its affiliates or anyone au-

thorized to act on behalf of the Issuers or their affiliates to, without the prior written consent of J.P. Morgan Securities Inc., offer, sell, contract to sell or otherwise dispose of, except as provided hereunder, any securities of the Issuers that are substantially similar to the Notes other than as provided in the Exchange and Registration Rights Agreement and for private exchanges of the Issuers' 10.250% Senior Notes due 2010 for Holdings' 8.750% Senior Notes due 2007.

(f) Not to be or become, at any time prior to the expiration of two years after the Time of Delivery, an open-end investment company, unit investment trust, closed-end investment company or face-amount certificate company that is or is required to be registered under Section 8 of the Investment Company Act;

(g) If such documents are not then available on the Commission's EDGAR Database, during a period of three years from the date of the Offering Memorandum, to furnish or make electronically available to you, copies of all reports or other communications (financial or other) furnished generally to holders of a publicly traded class of ownership interests of the Issuers or CCI, and to furnish or make electronically available to you, as soon as they are available, of any reports and financial statements furnished to or filed with the Commission or any securities exchange on which the Notes or any class of securities of the Issuers or CCI is listed;

(h) During the period of two years after the Time of Delivery, to not, and to not permit any of their "affiliates" (as defined in Rule 144 under the Act) to, resell any of the Notes which constitute "restricted securities" under Rule 144 that have been reacquired by any of them;

(i) To use the net proceeds received from the sale of the Notes pursuant to this Agreement in the manner specified in each of the Time of Sale Information and the Offering Memorandum under the caption "Use of Proceeds";

(j) To not, and to not permit any affiliate nor any person authorized to act on its behalf (other than the Purchasers, as to whom the Issuers take no responsibility) to engage in any directed selling efforts with respect to the Notes in contravention of, and to comply with, the applicable offering restrictions requirement of Regulation S. Terms used in this paragraph have the meanings given to them by Regulation S;

(k) To not and to not permit any affiliate nor any person authorized to act on its behalf (other than the Purchasers, as to whom the Issuers take no responsibility) to, directly or indirectly, make offers or sales of any security, or solicit offers to buy any security, under circumstances that would require the registration of the Notes under the Act, except pursuant to the Exchange and Registration Rights Agreement;

(l) To not and to not permit any affiliate nor any person authorized to act on its behalf (other than the Purchasers, as to whom the Issuers take no responsibility) to, engage in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with any offer or sale of the Notes in the United States;

(m) Except as otherwise permitted by Regulation M under the Exchange Act, to not and to not permit any affiliate nor any person authorized to act on its behalf to, take, directly or indirectly, any action designed to or which has constituted or which would reasonably

be expected to cause or result, under the Exchange Act or otherwise, in stabilization or manipulation of the price of any security of the Issuers to facilitate the sale or resale of the Notes; and

(n) To use their best efforts prior to the Time of Delivery to cause the Notes to be eligible for the PORTAL trading system of the NASD.

6. Agreement to Pay Certain Fees. Each of the Issuers covenants and agrees with the several Purchasers that the Issuers will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Issuers' counsel and accountants in connection with the issue of the Notes and all other expenses in connection with the preparation, printing and filing of each of the Time of Sale Information and the Offering Memorandum and any amendments and supplements thereto and the mailing and delivering of copies thereof to the Purchasers and dealers; (ii) the cost of printing or producing any Agreement among Purchasers, this Agreement, the Indenture, the Notes, the Blue Sky and Legal Investment Memoranda, closing documents (including, without limitation, any compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Notes; (iii) all expenses in connection with the qualification of the Notes for offering and sale under state securities laws as provided in Section 5(b) hereof, including, without limitation, the fees and disbursements of counsel for the Purchasers in connection with such qualification and in connection with the Blue Sky and Legal Investment surveys; (iv) any fees charged by securities rating services for rating the Notes; (v) the cost of preparing the Notes; (vi) the fees and expenses of the Trustee and any agent of the Trustee and the fees and disbursements of counsel for the Trustee in connection with the Indenture and the Notes; (vii) any cost incurred in connection with the designation of the Notes for trading in PORTAL; and (viii) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section. It is understood, however, that, except as provided in this Section 6 and Sections 9 and 12 hereof; the Purchasers will pay all their own costs and expenses, including, without limitation, the fees of their counsel, transfer taxes on resale of any of the Notes by them, and any advertising expenses connected with any offers they may make.

7. Agreements of the Purchasers. Each Purchaser hereby represents and agrees that it has not and will not use, authorize use of, refer to, or participate in the planning for use of, any written communication that constitutes an offer to sell or the solicitation of an offer to buy the Notes other than (i) a written communication that contains no "issuer information" (as defined in Rule 433(h)(2) under the Securities Act) that was not included (including through incorporation by reference) in the Preliminary Offering Memorandum, (ii) any written communication listed on Annex I or prepared pursuant to Section 5(c) above, (iii) any written communication prepared by such Purchaser and approved by the Issuers in advance in writing or (iv) any written communication relating to or that contains the terms of the Notes and/or other information that was included (including through incorporation by reference) in the Preliminary Offering Memorandum.

8. Conditions to the Obligations of the Purchasers. The obligations of the Purchasers hereunder shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the Issuers herein are, at and as of the date hereof and the Time of Delivery, true and correct, the condition that the Issuers shall have performed all their obligations hereunder theretofore to be performed, and the following additional conditions:

(a) The Purchasers shall have received from Cahill Gordon & Reindel LLP, counsel for the Purchasers, such opinion or opinions, dated the Time of Delivery and addressed to the Purchasers, with respect to the issuance and sale of the Notes and the Indenture and other related matters as the Purchasers may reasonably require, and the Issuers shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(b) Gibson, Dunn & Crutcher LLP, counsel for the Issuers, shall have furnished to you their written opinions, dated the Time of Delivery, substantially in the form of Exhibit B hereto.

(c) Cole, Raywid & Braverman, L.L.P., special regulatory counsel to the Issuers, shall have furnished to you their written opinion, dated the Time of Delivery, substantially in the form of Exhibit C hereto.

(d) Grier Raclin, Esq., General Counsel of the Company, shall have furnished to you his written opinion, dated as of the Time of Delivery, substantially in the form of Exhibit D hereto.

(e) On the date of this agreement and on the Closing Date, KPMG LLP shall have furnished to you, at the request of the Company, letters, dated the respective dates of delivery thereof and addressed to the Initial Purchasers, in form and substance reasonably satisfactory to you, containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained or incorporated by reference in each of the Time of Sale Information and the Offering Memorandum; provided that the letter delivered on the Closing Date shall use a "cut-off" date no more than three business days prior to the Closing Date;

(f) (i) None of the Issuers, any of the Parent Companies or any of the Issuers' subsidiaries shall have sustained since the date of the latest audited financial statements included in each of the Time of Sale Information and the Offering Memorandum any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any court or governmental action, order or decree, otherwise than as set forth or contemplated in each of the Time of Sale Information and the Offering Memorandum, and (ii) since the respective dates as of which information is given in each of the Time of Sale Information and the Offering Memorandum (for clarification purposes, this excludes any amendment or supplement to the Offering Memorandum on or after the date of this Agreement) there shall not have been any change in the capital stock, limited liability company interests, partnership interests or long-term debt of the Issuers or any of their subsidiaries or any change, or any development involving a prospective change, in or affecting the general affairs, management, financial position, stockholders' or members' equity, or results of operations of the Issuers and their subsidiaries, otherwise than as set forth or contemplated in each of the Time of Sale Information and the Offering Memorandum, the effect of which, in any such case described in clause (i) or (ii), is in the judgment of a majority in interest of the Purchasers so material and adverse as to make it impracticable or inadvisable to proceed with the offering or the delivery of the Notes on the terms and in the manner contemplated in this Agreement, the Time of Sale Information and the Offering Memorandum;

(g) Subsequent to the execution and delivery of this Agreement, (i) no downgrading shall have occurred in the rating accorded the Notes or any other debt securities or preferred stock issued or guaranteed by the Issuers by any "nationally recognized statistical rating organization," as such term is defined by the Commission for purposes of Rule 436(g)(2) under the Act; and (ii) no such organization shall have publicly announced that it has under surveillance or review, or has changed its outlook with respect to, its rating of the Notes or of any other debt securities or preferred stock issued or guaranteed by the Issuers (other than an announcement with positive implications of a possible upgrading or an announcement which reaffirms, reiterates or restates the substance of any announcement made prior to the date hereof);

(h) On or after the date hereof there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the New York Stock Exchange or on the Nasdaq National Market; (ii) a suspension or material limitation in trading in CCI's Class A common stock on the Nasdaq National Market, (iii) a general moratorium on commercial banking activities declared by either Federal or New York State authorities; or (iv) the outbreak or escalation of hostilities or the declaration of a national emergency or war or the occurrence of any other calamity or crisis, if the effect of any such event specified in this clause (iv) in the judgment of the Purchasers makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Notes on the terms and in the manner contemplated in each of the Time of Sale Information and the Offering Memorandum;

(i) The Notes shall have been designated for trading on PORTAL and shall be eligible for clearance and settlement through DTC; and

(j) The Issuers shall have furnished or caused to be furnished to you at the Time of Delivery certificates of officers of each Issuer satisfactory to you as to the accuracy of the representations and warranties of the Issuers herein at and as of such Time of Delivery, as to the performance by the Issuers of all their obligations hereunder to be performed at or prior to such Time of Delivery, as to the matters set forth in subsections (g) and (h) of this Section 8 and as to such other matters as you may reasonably request.

9. Indemnification and Contribution.

(a) Indemnification of the Purchasers. The Issuers jointly and severally agree to indemnify and hold harmless each Purchaser, its affiliates, directors and officers and each person, if any, who controls such Purchaser within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (including, without limitation, reasonable legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon, any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Offering Memorandum, any other Time of Sale Information, any Issuer Written Communication or the Offering Memorandum (or any amendment or supplement thereto) or any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case except insofar as such losses, claims, damages or liabilities arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relat-

ing to any Purchaser furnished to the Issuers in writing by such Purchaser through J.P. Morgan Securities Inc. expressly for use therein; provided, however, that the foregoing indemnity agreement with respect to the Preliminary Offering Memorandum shall not inure to the benefit of any Purchaser from whom the person asserting any such losses, claims, damages or liabilities purchased Notes, or any person controlling such Purchaser where it shall have been determined by a court of competent jurisdiction by final and nonappealable judgment that (i) prior to the Time of Sale, the Issuers shall have notified such Purchaser that the Preliminary Offering Memorandum contains an untrue statement of material fact or omits to state therein a material fact required to be stated therein in order to make the statements therein not misleading, (ii) such untrue statement or omission of a material fact was corrected in an amended or supplemented Preliminary Offering Memorandum or, where permitted by law, an Issuer Written Communication and such corrected Preliminary Offering Memorandum or Issuer Written Communication was provided to such Purchaser far enough in advance of the Time of Sale so that such corrected Preliminary Offering Memorandum or Issuer Written Communication could have been provided to such person prior to the Time of Sale, (iii) the Purchaser did not send or give such corrected Preliminary Offering Memorandum or Issuer Written Communication to such person at or prior to the Time of Sale of the Notes to such person, and (iv) such loss, claim, damage or liability would not have occurred had the Purchaser delivered the corrected Preliminary Offering Memorandum or Issuer Written Communication to such person.

(b) Indemnification of the Issuers. Each Purchaser agrees, severally and not jointly, to indemnify and hold harmless each Issuer, its affiliates, officers, directors, employees, members, managers and agents, and each person, if any, who controls an Issuer within the meaning of Section 15 of the Act or Section 20 of the Exchange Act to the same extent as the indemnity set forth in paragraph (a) above, but only with respect to any losses, claims, damages or liabilities that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to such Purchaser furnished to the Issuers in writing by such Purchaser through J.P. Morgan Securities Inc. expressly for use in the Preliminary Offering Memorandum (the "Purchaser Information"), any other Time of Sale Information, any Issuer Written Communication or the Offering Memorandum (or any amendment or supplement thereto), it being understood and agreed that the only such information consists of the following: the paragraph related to over-allotment, covering and stabilization transactions under the heading "Plan of distribution;" provided, however, that the foregoing indemnity agreement with respect to the Preliminary Offering Memorandum shall not inure to the benefit of either Issuer from whom the person asserting any such losses, claims, damages or liabilities purchased Notes, or any person controlling either Issuer where it shall have been determined by a court of competent jurisdiction by final and nonappealable judgment that (i) prior to the Time of Sale, the Purchasers shall have notified either Issuer that the Purchaser Information in the Preliminary Offering Memorandum contains an untrue statement of material fact or omits to state therein a material fact required to be stated therein in order to make the statements therein not misleading, (ii) such untrue statement or omission of a material fact was corrected in an amended or supplemented Preliminary Offering Memorandum or, where permitted by law, an Issuer Written Communication and such corrected Preliminary Offering Memorandum

or Issuer Written Communication was provided to such Purchaser far enough in advance of the Time of Sale so that such corrected Preliminary Offering Memorandum or Issuer Written Communication could have been provided to such person prior to the Time of Sale, (iii) the Purchaser did not send or give such corrected Preliminary Offering Memorandum or Issuer Written Communication to such person at or prior to the Time of Sale of the Notes to such person, and (iv) such loss, claim, damage or liability would not have occurred had the Purchaser delivered the corrected Preliminary Offering Memorandum or Issuer Written Communication to such person.

(c) Notice and Procedures. If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any person in respect of which indemnification may be sought pursuant to either paragraph (a) or (b) above, such person (the "Indemnified Person") shall promptly notify the person against whom such indemnification may be sought (the "Indemnifying Person") in writing; provided that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have under this Section 9 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have to an Indemnified Person otherwise than under this Section 9. If any such proceeding shall be brought or asserted against an Indemnified Person and it shall have notified the Indemnifying Person thereof, the Indemnifying Person shall retain counsel reasonably satisfactory to the Indemnified Person to represent the Indemnified Person and any others entitled to indemnification pursuant to this Section 9 that the Indemnifying Person may designate in such proceeding and shall pay the reasonable fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the Indemnifying Person and the Indemnified Person shall have mutually agreed to the contrary; (ii) the Indemnifying Person has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person; (iii) the Indemnified Person shall have reasonably concluded that there may be legal defenses available to it which if raised in a proceeding involving both parties would be inappropriate under applicable legal or ethical standards due to actual or potential differing interests between it and the Indemnifying Person; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate under applicable legal or ethical standards due to actual or potential differing interests between them. It is understood and agreed that the Indemnifying Person shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Persons, and that all such reasonable fees and expenses shall be reimbursed as they are incurred. Any such separate firm for any Purchaser, its affiliates, directors and officers and any control persons of such Purchaser shall be designated in writing by J.P. Morgan Securities Inc. and any such separate firm for the Issuers and any control persons of the Issuers shall be designated in writing by the Issuers. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, not subject to further appeal, the Indemnifying Person agrees to indemnify each Indemnified Person from and against any loss or liability provided for in such settlement or judgment. No Indemnifying Person shall, without the written consent of the Indemnified Person (which shall not be unreasonably withheld), effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnification could have been sought hereunder by such Indemnified Person, unless such settlement (x) includes an unconditional release of such Indemnified Person, in form and

substance reasonably satisfactory to such Indemnified Person, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Person.

(d) Contribution. If the indemnification provided for in paragraphs (a) and (b) above is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each Indemnifying Person under such paragraph, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Issuers on the one hand and the Purchasers on the other from the offering of the Notes or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Issuers on the one hand and the Purchasers on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Issuers on the one hand and the Purchasers on the other shall be deemed to be in the same respective proportions as the net proceeds (before deducting expenses) received by the Issuers from the sale of the Notes and the total discounts and commissions received by the Purchasers in connection therewith, as provided in this Agreement, bear to the aggregate offering price of the Notes. The relative fault of the Issuers on the one hand and the Purchasers on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuers or by the Purchasers and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) Limitation on Liability. The Issuers and the Purchasers agree that it would not be just and equitable if contribution pursuant to this Section 9 were determined by pro rata allocation (even if the Purchasers were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (d) above. The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages and liabilities referred to in paragraph (d) above shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such Indemnified Person in connection with any such action or claim. Notwithstanding the provisions of this Section 9, in no event shall a Purchaser be required to contribute any amount in excess of the amount by which the total discounts and commissions received by such Purchaser with respect to the offering of the Notes exceeds the amount of any damages that such Purchaser has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Purchasers' obligations to contribute pursuant to this Section 9 are several in proportion to their respective purchase obligations hereunder and not joint.

(f) Non-Exclusive Remedies. The remedies provided for in this Section 9 are not exclusive and shall not limit any rights or remedies that may otherwise be available to any Indemnified Person at law or in equity.

10. Default by a Purchaser.

(a) If any Purchaser shall default in its obligation to purchase the Notes which it has agreed to purchase hereunder, you may in your discretion arrange for you or another party or other parties to purchase such Notes on the terms contained herein. If within thirty-six hours after such default by any Purchaser you do not arrange for the purchase of such Notes, then the Issuers shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to you to purchase such Notes on such terms. In the event that, within the respective prescribed periods, you notify the Issuers that you have so arranged for the purchase of such Notes, or the Issuers notify you that they have so arranged for the purchase of such Notes, you or the Issuers shall have the right to postpone the Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Time of Sale Information, the Offering Memorandum, or in any other documents or arrangements, and the Issuers agree to prepare promptly any amendments to the Time of Sale Information or the Offering Memorandum which in your opinion may thereby be made necessary. The term "Purchaser" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to this Agreement with respect to such Notes.

(b) If, after giving effect to any arrangements for the purchase of the Notes of a defaulting Purchaser or Purchasers by you and the Issuers as provided in subsection (a) above, the aggregate principal amount of such Notes which remains unpurchased does not exceed one-tenth of the aggregate principal amount of all the Notes, then the Issuers shall have the right to require each non-defaulting Purchaser to purchase the principal amount of Notes which such Purchaser agreed to purchase hereunder and, in addition, to require each non-defaulting Purchaser to purchase its pro rata share (based on the principal amount of Notes which such Purchaser agreed to purchase hereunder) of the Notes of such defaulting Purchaser or Purchasers for which such arrangements have not been made; but nothing herein shall relieve a defaulting Purchaser from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Notes of a defaulting Purchaser or Purchasers by you and the Issuers as provided in subsection (a) above, the aggregate principal amount of Notes which remains unpurchased exceeds one-tenth of the aggregate principal amount of all the Notes, or if the Issuers shall not exercise the right described in subsection (b) above to require non-defaulting Purchasers to purchase Notes of a defaulting Purchaser or Purchasers, then this Agreement shall thereupon terminate, without liability on the part of any non-defaulting Purchaser or the Issuers, except for the expenses to be borne by the Issuers and the Purchasers as provided in Section 6 hereof and the indemnity and contribution agreements in Section 9 hereof; but nothing herein shall relieve a defaulting Purchaser from liability for its default.

11. Representations and Indemnities to Survive. The respective indemnities, agreements, representations, warranties and other statements of the Issuers and the several Purchasers, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Purchaser or any controlling per-

son of any Purchaser, or the Issuers, or any officer or director or controlling person of the Issuers, and shall survive delivery of and payment for the Notes.

12. Termination. If this Agreement shall be terminated pursuant to Section 10 hereof, the Issuers shall then not be under any liability to any Purchaser except as provided in Sections 6 and 9 hereof; but, if for any other reason other than a termination pursuant to clauses (i), (iii) or (iv) of Section 8(h), the Notes are not delivered by or on behalf of the Issuers as provided herein, the Issuers will reimburse the Purchasers through you for all out-of-pocket expenses approved in writing by you, including, fees and disbursements of counsel, reasonably incurred by the Purchasers in making preparations for the purchase, sale and delivery of the Notes, but the Issuers shall then be under no further liability to any Purchaser except as provided in Sections 6 and 9 hereof.

13. Reliance and Notices. In all dealings hereunder, you shall act on behalf of each of the Purchasers, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Purchaser made or given by you jointly or by J.P. Morgan Securities Inc. on behalf of you as Purchasers.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Purchasers (or any of them) shall be delivered or sent by mail, telex or facsimile transmission to you as Purchasers (or a Purchaser) to J.P. Morgan Securities Inc. Attn: Peter Hooker, 270 Park Avenue, New York, New York 10017, fax: (212) 270-1063, and if to the Issuers shall be delivered or sent by mail, telex or facsimile transmission to the address of the Issuers set forth in the Offering Memorandum, Attention: Secretary and General Counsel. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

14. Successors. This Agreement shall be binding upon, and inure solely to the benefit of, the Purchasers, the Issuers, and, to the extent provided in Sections 9 and 11 hereof, the officers and directors of the Issuers and the Purchasers and each person who controls the Issuers or any Purchaser, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Notes from any Purchaser shall be deemed a successor or assign by reason merely of such purchase.

15. Timeliness. Time shall be of the essence in this Agreement.

16. Applicable Law. This Agreement shall be governed by and construed in, accordance with the laws of the State of New York.

17. Counterparts. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such respective counterparts shall together constitute one and the same instrument.

If the foregoing is in accordance with your understanding, please sign and return to us counterparts hereof, and upon the acceptance hereof by you, on behalf of each of the Purchasers, this letter and such acceptance hereof shall constitute a binding agreement between each of the Purchasers and the Issuers. It is understood that your acceptance of this letter on behalf of each of the Purchasers is pursuant to the authority set forth in a form of Agreement among Purchasers, the form of which shall be submitted to the Issuers for examination upon request, but without warranty on your part as to the authority of the signers thereof.

Very truly yours,

CCH II, LLC

By: /s/Eloise Schmitz
Name: Eloise Schmitz
Title: SVP Treasury and Finance

CCH II CAPITAL CORP.

By: /s/Eloise Schmitz
Name: Eloise Schmitz
Title: SVP Treasury and Finance

Accepted as of the date hereof

J.P. MORGAN SECURITIES INC.

For itself and on behalf of the several Purchasers named in Schedule I hereto.

By: /s/ Peter B. Hooker

Name: Peter B. Hooker

Title: Managing Director

SCHEDULE I

Purchasers	Principal Amount of Notes to be Purchased
J.P. Morgan Securities Inc.	US \$174,375,000
Credit Suisse Securities (USA) LLC	174,375,000
Deutsche Bank Securities Inc.	101,250,000
Total	US \$450,000,000



Time of Sale Information

1. Term sheets containing the terms of the Notes, substantially in the forms in Annex II.
-

GRAB
 2 <GO> to REPLY. 3 <GO> to FORWARD.

1/26 13:58 From: LENNY CAREY, JPMORGAN SECURITIES

NEW YORK
 Phone #: 1-212-270-9769
 212-270-9769 FAX: -1329

 HIGH YIELD CAPITAL MARKETS 

*** Charter pricing details ***

Issuer: CCH II
 Issue: \$450mm Sr Notes due 9/15/10
 Coupon: 10 1/4
 Price: 97 3/4 + accrued (\$439,875,000 proceeds)
 YTM: 10 7/8 (+641 vs. UST 3% 9/10)
 Ratings: Caa1/CCC-
 Call: 1st call 9/15/08: 105 1/8, 100
 Claw: 35% @ 110 1/4 until 9/15/06
 Settle: T+2 (Jan 30)
 U/Us: JPM / CS / DB
 Cusip: 12502CAK7

This communication is for the information only, not an offer or solicitation for the purpose or sale of any financial instrument, nor a solicitation to participate in any trading strategy, nor an official confirmation of any transaction. The information is believed to be reliable, but we do not warrant its completeness or accuracy, prices and availability are indicative only, are as of stated date, and are subject to change without notice. We may hold a position or act as a market maker in any financial instrument discussed herein. Clients should consult their own advisors regarding any tax, accounting or legal aspects of this information. Copyright 2005 JPMORGAN CHASE & CO.

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Selling Restrictions for Offers and
Sales outside the United States

(1)(a) The Securities have not been and will not be registered under the Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Act or pursuant to an exemption from the registration requirements of the Act. Each Purchaser represents and agrees that, except as otherwise permitted under Section 3(a)(i) of the Agreement to which this is an annex, it has offered and sold the Securities, and will offer and sell the Securities, (i) as part of their distribution at any time; and (ii) otherwise until 40 days after the later of the commencement of the offering and the Time of Delivery, only in accordance with Rule 903 of Regulation S under the Act. Accordingly, each Purchaser represents and agrees that neither it, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts with respect to the Securities, and that it and they have complied and will comply with the offering restrictions requirement of Regulation S. Each Purchaser agrees that, at or prior to the confirmation of sale of Securities (other than a sale of Securities pursuant to Section 3(a)(i) of the Agreement to which this is an annex), it shall have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Securities from it during the distribution compliance period a confirmation or notice to substantially the following effect:

"The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the "Act") and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and August 17, 2005, except in either case in accordance with Regulation S or Rule 144A under the Act. Terms used above have the meanings given to them by Regulation S."

(b) Each Purchaser also represents and agrees that it has not entered and will not enter into any contractual arrangement with any distributor with respect to the distribution of the Securities, except with its affiliates or with the prior written consent of the Company.

(c) Terms used in this section have the meanings given to them by Regulation S.

(2) Each Purchaser represents and agrees that:

(a) It has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 ("FSMA")) received by it in connection with the issue or sale of any Securities or Exchange Notes in circumstances in which section 21(1) of the FSMA does not apply to the Company.

(b) It has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Securities or Exchange Notes in, from or otherwise involving the United Kingdom.

(3) Each Purchaser agrees that it will not offer, sell or deliver any of the Securities in any jurisdiction outside the United States except under circumstances that will result in compliance with the applicable laws thereof, and that it will take at its own expense whatever action is required to permit its purchase and resale of the Securities in such jurisdictions. Each Purchaser understands that no action has been taken to permit a public offering in any jurisdiction outside the United States where action would be required for such purpose. Each Purchaser agrees not to cause any advertisement of the Securities to be published in any newspaper or periodical or posted in any public place and not to issue any circular relating to the Securities, except in any such case with the express written consent of J.P. Morgan Securities Inc. and then only at such Purchaser's own risk and expense.

[Form of Exchange and Registration Rights Agreement]

[Form of Gibson, Dunn & Crutcher LLP Opinion]

[Form of Cole, Raywid & Braverman LLP Opinion]

[Form of Raclin Opinion]



NEWS

FOR RELEASE: Monday, 4:30 PM CT, January 23, 2006

Charter Appoints JT Fisher as Chief Financial Officer

ST. LOUIS - Charter Communications, Inc. (Nasdaq: CHTR) today announced the appointment of Jeffrey T. ("JT") Fisher to the position of Executive Vice President and Chief Financial Officer, effective February 6, 2006. Mr. Fisher succeeds the Interim Chief Financial Officer, Paul E. Martin, who will continue as Charter's Senior Vice President and Controller until at least March 31, 2006.

Mr. Fisher brings to Charter over 20 years' experience in executive positions in finance, operations, and commercial capacities. Most recently, he served as Senior Vice President for Delta Air Lines, overseeing the company's Corporate Restructuring Group. Prior to that role, Mr. Fisher was President and General Manager of Delta Connection, Inc., the world's largest group of regional airline companies, with over \$3 billion in annual revenues and more than 10,000 employees in the U.S., Canada, Mexico and the Caribbean. As President, Mr. Fisher was responsible for the development, execution, and coordination of strategies and processes to maximize profits and boost productivity of the business. Prior to serving as President and General Manager, Mr. Fisher was CFO of Delta Connection and, prior to that, was Vice President of Finance, Marketing and Sales Controller for Delta Air Lines, Inc., leading a worldwide finance and finance and accounting staff overseeing global sales and marketing programs. Mr. Fisher received a B.B.M. degree from Embry Riddle University, and an M.B.A. from the University of Texas in Arlington.

"JT is a seasoned executive who brings a wealth of experience in helping service oriented and highly leveraged companies, like Charter," said Neil Smit, President and Chief Executive Officer. "We are pleased to welcome JT to Charter and look forward to utilizing his experience and expertise as we implement our comprehensive operations improvement programs."

Mr. Fisher said, "I am extremely pleased to be joining Charter's senior management team at what is an exciting time for the company. Charter has tremendous growth potential, and this is a unique opportunity to join a team that is clearly committed to moving fast and achieving the company's full potential."

Commenting on Mr. Martin, Mr. Smit said, "On behalf of the Board of Directors, our senior management team and Charter employees nationwide, I would like to extend our sincere thanks to Paul Martin for stepping in and performing extremely well as Interim Chief Financial Officer during a key time for our company."

About Charter Communications

Charter Communications, Inc., a broadband communications company, provides a full range of advanced broadband services to the home, including cable television on an advanced digital video programming platform via Charter Digital™, Charter High-Speed™ Internet service and Charter Telephone™. Charter Business™ provides scalable, tailored and cost-effective broadband communications solutions to organizations of all sizes through business-to-business Internet, data networking, video and music services. Advertising sales and production services are sold under the Charter Media® brand. More information about Charter can be found at www.charter.com.



NEWS

FOR RELEASE: 4:30 PM CT, Tuesday, January 24, 2006

Charter Communications Plans to Issue \$400 Million Senior Notes

ST. LOUIS - Charter Communications, Inc. (Nasdaq: CHTR - the "Company") announced today that its subsidiary, CCH II, LLC intends to offer for sale, in two series, an aggregate of \$400 million principal amount of original Senior Notes due 2013 (the "Notes") in a private transaction. The first series is expected to have interest payable in cash, or in kind, and will mature 2013. The second series is expected to be issued on terms substantially identical to the issuers' existing \$1.6 billion outstanding 10.250% Senior Notes due 2010.

The net proceeds of this proposed issuance will be used to repay, but not permanently reduce, the outstanding debt balances under the existing revolving credit facility of a subsidiary of the Company.

The Notes will be sold to qualified institutional buyers in reliance on Rule 144A and outside the United States to non-U.S. persons in reliance on Regulation S. The Notes will not be registered under the Securities Act of 1933, as amended (the Securities Act), and, unless so registered, may not be offered or sold in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. The Company said that, subject to market conditions, it anticipated that the sale would be completed within the next week. This press release shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Notes in any state in which such offer, solicitation or sale would be unlawful.

About Charter Communications

Charter Communications, Inc., a broadband communications company, provides a full range of advanced broadband services to the home, including cable television on an advanced digital video programming platform via Charter Digital™, Charter High-Speed™ Internet service and Charter Telephone™. Charter Business™ provides scalable, tailored and cost-effective broadband communications solutions to organizations of all sizes through business-to-business Internet, data networking, video and music services. Advertising sales and production services are sold under the Charter Media® brand. More information about Charter can be found at www.charter.com <<http://www.charter.com>>.

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Contacts:

David Andersen
314-543-2213

Mary Jo Moehle
314-543-2397

Cautionary Statement Regarding Forward-Looking Statements:

This release includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), regarding, among other things, our plans, strategies and prospects, both business and financial. Although we believe that our plans, intentions and expectations reflected in or suggested by these forward-looking statements are reasonable, we cannot assure you that we will achieve or realize these plans, intentions or expectations. Forward-looking statements are inherently subject to risks, uncertainties and assumptions. Many of the forward-looking statements contained in this release may be identified by the use of forward-looking words such as "believe," "expect," "anticipate," "should," "planned," "will," "may," "intend," "estimated" and "potential," among others. Important factors that could cause actual results to differ materially from the forward-looking statements we make in this release are set forth in reports or documents that we file from time to time with the SEC.

All forward-looking statements attributable to us or any person acting on our behalf are expressly qualified in their entirety by this cautionary statement. We are under no duty or obligation to update any of the forward-looking statements after the date of this release.



NEWS

FOR RELEASE: Thursday, January 26, 2006

Charter Communications Prices Senior Notes Offering

Deal Increased to \$450 Million Senior Notes Due 2010

ST. LOUIS - Charter Communications, Inc. (Nasdaq: CHTR - the "Company") announced today that its subsidiary, CCH II, LLC, agreed to issue \$450 million principal amount of 10.250% Senior Notes due 2010 (the "Notes") in a private transaction. The issue price of the Notes will be approximately 97.75% of the principal amount and have terms substantially identical to the terms of the issuer's existing \$1.6 billion 10.250% Senior Notes due 2010.

The Notes will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), and, unless so registered, may not be offered or sold in the United States except pursuant to an exemption from the registration requirements of the Securities Act and applicable state securities laws. The Company said that, subject to market conditions, it anticipated that the sale would be completed within the next week. This press release shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Notes in any state in which such offer, solicitation or sale would be unlawful.

About Charter Communications

Charter Communications, Inc., a broadband communications company, provides a full range of advanced broadband services to the home, including cable television on an advanced digital video programming platform via Charter Digital™, Charter High-Speed™ Internet service and Charter Telephone™. Charter Business™ provides scalable, tailored and cost-effective broadband communications solutions to organizations of all sizes through business-to-business Internet, data networking, video and music services. Advertising sales and production services are sold under the Charter Media® brand. More information about Charter can be found at www.charter.com <<http://www.charter.com>>.

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314-543-2397

Cautionary Statement Regarding Forward-Looking Statements:

This release includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), regarding, among other things, our plans, strategies and prospects, both business and financial. Although we believe that our plans, intentions and expectations reflected in or suggested by these forward-looking statements are reasonable, we cannot assure you that we will achieve or realize these plans, intentions or expectations. Forward-looking statements are inherently subject to risks, uncertainties and assumptions. Many of the forward-looking statements contained in this release may be identified by the use of forward-looking words such as believe, "expect," "anticipate," "should," "planned," "will," "may," "intend," "estimated" and "potential," among others. Important factors that could cause actual results to differ materially from the forward-looking statements we make in this release are set forth in reports or documents that we file from time to time with the SEC.

All forward-looking statements attributable to us or any person acting on our behalf are expressly qualified in their entirety by this cautionary statement. We are under no duty or obligation to update any of the forward-looking statements after the date of this release.