

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): October 25, 2016



Charter Communications, Inc.
CCO Holdings, LLC

CCO Holdings Capital Corp.
(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

001-33664

001-37789

333-112593-01

(Commission File Number)

84-1496755

86-1067239

20-0257904

(I.R.S. Employer Identification Number)

400 Atlantic Street

Stamford, Connecticut 06901

(Address of principal executive offices including zip code)

(203) 905-7801

(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 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))

ITEM 5.02. DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.

On October 25, 2016, the Board of Directors (the “Board”) of Charter Communications, Inc. (the “Company”) approved an amendment to the Company’s Amended and Restated 2009 Stock Incentive Plan (the “Stock Plan”) to permit award agreements reflecting stock options granted under the Stock Plan to provide greater flexibility for transfers of stock options in connection with tax and estate planning activities. Specifically, the Stock Plan amendment expanded the class of persons to which transfers may be made to include a trust or other entity in which the transferring award recipient holds a beneficial or ownership interest and a broader range of family members.

On October 25, 2016, the Board also approved an amendment to all award agreements reflecting outstanding stock options granted under the Stock Plan to implement the tax and estate planning activities contemplated by the Stock Plan amendment. The award agreement amendment expressly provides that, both before and after any transfer, the original award recipient remains subject to all obligations imposed on him or her by the option award agreement, including continued service and compliance with restrictive covenants.

The foregoing summary of the amendments to the Stock Plan and stock option award agreements does not purport to be complete and is qualified in its entirety by reference to the full text of such amendments, which are included as Exhibits 10.1 and 10.2, respectively, hereto.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

Exhibit	Description
10.1*	Amendment to the Charter Communications, Inc. Amended and Restated 2009 Stock Incentive Plan, dated as of October 25, 2016.
10.2*	Form of Amendment to Nonqualified Stock Option Agreements Granted Under the Charter Communications, Inc. Amended and Restated 2009 Stock Incentive Plan, dated as of October 25, 2016.

* filed herewith

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, each of Charter Communications, Inc., CCO Holdings, LLC and CCO Holdings Capital Corp. has duly caused this Current Report to be signed on its behalf by the undersigned hereunto duly authorized.

CHARTER COMMUNICATIONS, INC.,
Registrant

By: /s/ Kevin D. Howard
Kevin D. Howard
Senior Vice President - Finance, Controller and
Chief Accounting Officer

Date: October 28, 2016

CCO Holdings, LLC
Registrant

By: /s/ Kevin D. Howard
Kevin D. Howard
Senior Vice President - Finance, Controller and
Chief Accounting Officer

Date: October 28, 2016

CCO Holdings Capital Corp.
Registrant

By: /s/ Kevin D. Howard
Kevin D. Howard
Senior Vice President - Finance, Controller and
Chief Accounting Officer

Date: October 28, 2016

Exhibit Index

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10.1*	Amendment to the Charter Communications, Inc. Amended and Restated 2009 Stock Incentive Plan, dated as of October 25, 2016.
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AMENDMENT TO
CHARTER COMMUNICATIONS, INC
AMENDED AND RESTATED 2009 STOCK INCENTIVE PLAN

THIS AMENDMENT (this "Amendment") to the Charter Communications, Inc. Amended and Restated 2009 Stock Incentive Plan (the "Plan") is dated as of October 25, 2016 (the "Amendment Effective Date").

1. **Non-Transferability of Options.** Section 6.1(a) of the Plan is hereby amended and restated as follows:

No Option shall be transferable by the Optionee other than by will or by the laws of descent and distribution or pursuant to a domestic relations order (within the meaning of Rule 16a-12 promulgated under the Exchange Act). Notwithstanding the foregoing, the Committee may, in its discretion, set forth in the Agreement evidencing an Option at the time of grant or thereafter, that the Option may be transferred to (i) one or more members of the Optionee's family, (ii) a trust for the benefit of the Optionee and/or one or more members of the Optionee's family, (iii) a trust under the terms of which the Optionee has retained a "qualified interest" within the meaning of Section 2702(b)(1) of the Code and/or a reversionary interest, or (iv) a corporation, partnership or limited liability company in which the Optionee, a trust described in clauses (ii) or (iii), and/or one or more members of the Optionee's family own all of the outstanding shares, partnership interests or membership interests, as applicable (any such person or entity, a "Permitted Transferee"). For this purpose, members of the Optionee's family shall mean the Optionee's spouse, parents, children, stepchildren, grandchildren, and more remote descendants, the Optionee's siblings and descendants of such siblings, and the spouses of such persons. During the lifetime of the Optionee (or, following transfer, the Permitted Transferee), the Option shall be exercisable only by the Optionee (or, following transfer, the Permitted Transferee). The terms of an Option shall be final, binding and conclusive upon the beneficiaries, executors, administrators, heirs, successors and Permitted Transferees of the Optionee.

2. **Effective Date.** This Amendment shall become effective as of the Amendment Effective Date. Except as expressly set forth herein, the Plan shall remain in full force and effect in accordance with its terms.

[End of Document]

**FORM OF AMENDMENT TO NONQUALIFIED STOCK OPTION AGREEMENTS
UNDER THE CHARTER COMMUNICATIONS, INC AMENDED AND RESTATED 2009 STOCK INCENTIVE PLAN**

THIS AMENDMENT (this "Amendment") to the Nonqualified Stock Option Agreement, between Charter Communications, Inc. and [•], dated as of [•] (the "Agreement"), granted under the Charter Communications, Inc. Amended and Restated 2009 Stock Incentive Plan (the "Plan") is dated as of October 25, 2016 (the "Amendment Effective Date").

1. **Nontransferability**. The text under the heading "Nontransferability" is hereby amended and restated as follows:

The Option shall not be transferable other than (a) by will or by the laws of descent and distribution or (b) to a Permitted Transferee. Any Permitted Transferee shall be subject to the terms of this Agreement to the same extent as the original Optionee, provided that (x) references to "Permitted Transferees" shall be understood to refer only to Permitted Transferees of the original Optionee and (y) the original Optionee (and not the Permitted Transferee) shall remain subject to all obligations under this Agreement, including without limitation those regarding the provision of services to the Company and its Affiliates and compliance with covenants concerning competition, solicitation, confidentiality, disparagement and similar obligations to the Company and its Affiliates. The Option shall be subject to forfeiture by the Permitted Transferee to the same extent as it is subject to forfeiture by the original Optionee had it not been transferred. During the lifetime of the Optionee (or, following transfer, the Permitted Transferee), the Option shall be exercisable only by the Optionee (or, following transfer, the Permitted Transferee).

2. **Effective Date**. This Amendment shall become effective as of the Amendment Effective Date. Except as expressly set forth herein, the Agreements shall remain in full force and effect in accordance with their terms.

[End of Document]