

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): February 11, 2016**



**Charter Communications, Inc.**

*(Exact name of registrant as specified in its charter)*

**Delaware**

*(State or other jurisdiction of incorporation or organization)*

**001-33664**

*(Commission File Number)*

**43-1857213**

*(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 February 11, 2016, Charter Communications, Inc. (the “Company”) entered into an amendment (the “Amendment”) to the Employment Agreement with Thomas M. Rutledge, dated December 19, 2011 (the “Employment Agreement”). The Amendment, among other changes set forth in the Amendment, extends the term of the Employment Agreement from February 13, 2016 to February 13, 2017. A copy of the Amendment is filed herewith as Exhibit 10.1. The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of that document that is filed as Exhibit 10.1 and incorporated by reference herein.

As previously announced, pursuant to the agreements with Advance/Newhouse Partnership for the Bright House transaction, the Company expects to offer to Mr. Rutledge the positions of CEO and chairman with a new five-year employment agreement.

**ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.**

<b>Exhibit Number</b>	<b>Description</b>
10.1	Amendment to the Employment Agreement, dated as of February 11, 2016, by and between Charter Communications, Inc. and Thomas Rutledge.

**Important Information For Investors And Shareholders**

This communication does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval. In connection with the proposed transaction between Time Warner Cable Inc. (“Time Warner Cable”) and Charter, Charter’s subsidiary, CCH I, LLC (“New Charter”), filed with the Securities and Exchange Commission (the “SEC”) a registration statement on Form S-4 that includes a joint proxy statement of Charter and Time Warner Cable that also constitutes a prospectus of New Charter (the “Joint Proxy Statement/Prospectus”). The registration statement was declared effective by the SEC on August 20, 2015, and Charter and Time Warner Cable commenced mailing the definitive Joint Proxy Statement/Prospectus to their respective stockholders on or about August 20, 2015. This Current Report is not a substitute for the Joint Proxy Statement/Prospectus or registration statement or for any other document that Charter or Time Warner Cable may file with the SEC or send to Charter’s and/or Time Warner Cable’s stockholders in connection with the proposed transactions. On September 21, 2015, Charter’s and Time Warner Cable’s respective stockholders each approved the merger agreement at their respective special meetings. INVESTORS AND SECURITY HOLDERS OF CHARTER AND TIME WARNER CABLE ARE URGED TO READ THE DEFINITIVE JOINT PROXY STATEMENT/PROSPECTUS AND OTHER DOCUMENTS FILED OR THAT WILL BE FILED WITH THE SEC CAREFULLY AND IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE BECAUSE THEY CONTAIN OR WILL CONTAIN IMPORTANT INFORMATION. Investors and security holders are able to obtain free copies of the registration statement and the definitive Joint Proxy Statement/Prospectus and other documents filed with the SEC by Charter, New Charter or Time Warner Cable through the website maintained by the SEC at <http://www.sec.gov>. Copies of the documents filed with the SEC by Charter or New Charter are or will be available free of charge on Charter’s website at <http://www.charter.com>, in the “Investor & News Center” near the bottom of the page, or by contacting Charter’s Investor Relations Department at 203-905-7955. Copies of the documents filed with the SEC by Time Warner Cable are or will be available free of charge on Time Warner Cable’s website at <http://ir.timewarnercable.com> or by contacting Time Warner Cable’s Investor Relations Department at 877-446-3689.

**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

By: /s/ Kevin D. Howard

Kevin D. Howard

Senior Vice President - Finance, Controller and  
Chief Accounting Officer

Date: February 12, 2016

## EXHIBIT INDEX

**Exhibit  
Number**

**Description**

10.1

Amendment to the Employment Agreement, dated as of February 11, 2016, by and between Charter Communications, Inc. and Thomas Rutledge.

## AMENDMENT TO EMPLOYMENT AGREEMENT

**THIS AMENDMENT** (this "Amendment") to the Employment Agreement (as defined below), by and between CHARTER COMMUNICATIONS, INC., a Delaware corporation (the "Company"), and THOMAS M. RUTLEDGE (the "Executive") is dated as of February 11, 2016 (the "Amendment Effective Date").

**WHEREAS**, the Executive is party to an employment agreement with the Company dated and effective as of December 19, 2011 (the "Employment Agreement"); and

**WHEREAS**, the Company and the Executive have determined that it is in the best interest of the Company and its stockholders to amend certain provisions of the Employment Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Certain Definitions**. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Employment Agreement.
2. **Employment Term**. From and following the Amendment Effective Date, the "Term" shall refer to the period of the Executive's employment with the Company commencing on the CEO Effective Date and terminating upon the earlier of (a) the fifth anniversary of the CEO Effective Date and (b) the Date of Termination.
3. **Bonus**. For each calendar year of the Term commencing with 2016, the Target Bonus shall be 300% of the Executive's Annual Base Salary. In addition, the reference to 2016 set forth in the third sentence of Section 6 of the Employment Agreement is hereby deleted and replaced with a reference to 2017.
4. **Benefits**. From and following the Amendment Effective Date, the Executive shall have the right during the Term to use the Company's jet aircraft for commuting purposes and for up to one hundred twenty-five (125) hours of discretionary personal use per calendar year (without carryover), provided in each case that such aircraft has not already been scheduled for use for Company business.
5. **Acknowledgment**. The Executive acknowledges and agrees that this Amendment constitutes the renewal of the term of the Employment Agreement for at least one year contemplated by Section 1(p)(viii) of the Employment Agreement and that from and following the Amendment Effective Date, Section 1(p)(viii) of the Employment Agreement shall be of no further force or effect.
6. **Effective Date**. This Amendment shall become effective as of the Amendment Effective Date. Except as expressly set forth herein, the Employment Agreement shall remain in full force and effect in accordance with its terms.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties have executed this Amendment on the date and year first above written.

CHARTER COMMUNICATIONS, INC.

By: /s/ Paul Marchand  
Title: Paul Marchand, Executive Vice  
President, Human Resources

EXECUTIVE

/s/ Thomas M. Rutledge  
Name: Thomas M. Rutledge  
Address: 400 Atlantic Street,  
Stamford, Connecticut 06901

*[Signature Page to Amendment to Employment Agreement]*