

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): **July 13, 2005**



**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)*

**ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.**

Charter Communications, Inc. ("the Company") entered into an agreement ("the May Agreement") on July 13, 2005 with Mr. Robert P. May, the Company's Interim President and Chief Executive Officer. The Agreement provides for the grant to Mr. May, effective April 26, 2005, of 100,000 restricted shares of the Company's Class A common stock. The grant was made under the Company's 2001 Stock Incentive Plan ("the Plan") and the restricted shares are subject to all of the terms and provisions of the Plan, except as otherwise provided in the May Agreement. The restricted shares will vest on the date on which Mr. May's interim service as President and Chief Executive shall terminate (unless there is an earlier termination event for Cause, as defined in the Plan). Prior to vesting, the restricted shares are not transferable and are entitled to the rights and benefits of outstanding shares of Class A common stock, whether or not the shares have vested. The May Agreement is attached hereto as Exhibit 99.1.

In addition, the Company entered into an agreement ("the Lovett Agreement") on July 13, 2005 with Mr. Michael J. Lovett, the Company's Executive Vice President and Chief Operating Officer. The Lovett Agreement provides for the grant to Mr. Lovett, effective April 26, 2005, of 75,000 restricted shares of the Company's Class A common stock. The grant was made under the Plan and the restricted shares are subject to all of the terms and provisions of the Plan, except as otherwise provided in the Agreement. The restricted shares will vest one third on each of the first three anniversaries of the date of grant (unless there is an earlier termination event for Cause, as defined in the Plan). Prior to vesting, the restricted shares are not transferable and are entitled to the rights and benefits of outstanding shares of Class A common stock, whether or not the shares have vested. The Lovett Agreement is attached hereto as Exhibit 99.2.

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

<u>Exhibit Number</u>	<u>Description</u>
99.1	May Agreement dated as of July 13, 2005.*
99.2	Lovett Agreement dated as of July 13, 2005.*

\* filed herewith

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### 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: July 13, 2005

By: /s/ Paul E. Martin  
Name: Paul E. Martin  
Title: Senior Vice President,  
Interim Chief Financial Officer, Principal  
Accounting Officer and Corporate Controller

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### EXHIBIT INDEX

#### ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

<u>Exhibit Number</u>	<u>Description</u>
99.1	May Agreement dated as of July 13, 2005.*
99.2	Lovett Agreement dated as of July 13, 2005.*

\* filed herewith

**CHARTER COMMUNICATIONS, INC.  
RESTRICTED STOCK AGREEMENT**

THIS RESTRICTED STOCK AGREEMENT (this "**Agreement**") is made and entered into as of April 26, 2005 by and between Charter Communications, Inc., a Delaware corporation (the "**Company**"), and Robert P. May (the "**Grantee**"), with reference to the following facts:

- A. The Grantee is a member of the Board of Directors of the Company and is currently serving as Interim President and Chief Executive Officer of the Company.
- B. Pursuant to the Company's 2001 Stock Incentive Plan (the "**Plan**"), the Board of Directors has approved a grant to the Grantee of 100,000 Shares of the Class A Common Stock, par value \$.001 per share, of the Company (the "**Shares**"), with such grant being subject to certain vesting conditions.
- C. Accordingly, the Company wishes to grant the Shares to the Grantee, and the Grantee wishes to accept such grant, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Grantee and the Company hereby agree as follows:

1. Grant and Terms of Shares.

1.1 Grant of Shares. The Company hereby grants the Shares to the Grantee under the Plan, subject to the terms and conditions set forth in this Agreement.

1.2 Vesting. All of the Shares shall become vested on the date upon which Mr. May's interim service as Interim President and Chief Executive Officer of the Company shall end unless the termination of such service shall have been for Cause as defined in the Plan. The unvested Shares shall be held by the transfer agent to the Company, Mellon Investor Services, LLC, ("**Mellon**"), until the Shares fully vest.

2. General Restrictions on Transfer of Shares.

2.1 No Transfers of Unvested Shares. In no event shall the Grantee Transfer any Shares that are not vested (or any right or interest therein) to any Person in any manner whatsoever. Any purported Transfer of unvested Shares made without fully complying with all of the provisions of this Agreement shall be null and void and without force or effect.

2.2 Termination of Transfer Restrictions. The restrictions set forth in this Section 2 shall terminate upon the written agreement of the Company and the Grantee. There shall be no restrictions or conditions on the Transfer of vested Shares other than those imposed by Applicable Laws and the terms of Section 5 of this Agreement.

3. Grant of Shares Subject to Plan. The grant of Shares under this Agreement shall be subject to all of the terms and provisions of the Plan, except as modified by this Agreement.

4. Voting and Distribution Rights. The Grantee shall have the right to vote all Shares, and to receive all distributions and dividends with respect to all Shares, whether or not such Shares have vested.

5. Compliance With Applicable Laws. To the extent not heretofore registered under the Securities Act, the Company shall use reasonable efforts to effect and maintain registration of the Shares. The Grantee will do all acts and things, execute, acknowledge and deliver all documents and instruments, and make all representations and warranties that are necessary or appropriate, in the judgment of the Company, for the grant, vesting, holding or Transfer of the Shares to comply with Applicable Laws. Without limiting the generality of the foregoing, the Grantee hereby represents and warrants that:

(a) He is sufficiently aware of the Company's business affairs and financial condition to reach an informed and knowledgeable decision to acquire the Shares.

(b) He understands that the Shares must be held indefinitely unless subsequently registered under the Securities Act or unless an exemption from registration is otherwise available (such as Rule 144 under the Securities Act). In addition, he understands that the Transfer of the Shares will be restricted unless they are registered or such registration is not required in the opinion of counsel for the Company.

(c) He understands that at the time he wishes to sell the Shares, there may be no public market upon which to make such a sale, and that, even if such a public market then exists, the Company may not be satisfying the current public information requirements of Rule 144, and that, in such event, he would be precluded from selling the Shares under Rule 144 even if the minimum holding periods had been satisfied.

6. Tax Withholding.

To the extent that the grant or the vesting of the Shares results in taxable income to the Grantee for federal, state or local income tax purposes, the Grantee shall pay to the Company any withholding taxes required by Applicable Laws with respect to such taxable income (in such amounts as determined by the Grantee, but at least equal to the minimum required amounts) through the payment of cash or tender of Shares of the Class A common stock of the Company (which may include a portion of the Shares), as elected by the Grantee. If any Shares are so tendered, the value thereof for purposes of such tender shall be used in determining the applicable income tax.

7. Certain Definitions.

For purposes of this Agreement, the following terms are defined as follows:

7.1 "**Applicable Laws**" means the legal requirements relating to the grant, vesting, holding, or Transfer of the Shares, including, without limitation, the requirements of state corporations law, federal and state securities law, federal and state tax law, and the requirements of any stock exchange or quotation system upon which the Shares may then be listed or quoted. For all purposes of this Agreement, references to statutes and regulations shall be deemed to include any successor statutes and regulations, to the extent reasonably appropriate as determined by the Company.

7.2 "**Person**" shall mean a company, a corporation, an association, a partnership, a limited liability company, an organization, a joint venture, a trust or other legal entity, an individual, a government or political subdivision thereof or a governmental agency.

7.3 "**Securities Act**" shall mean the Securities Act of 1933, as amended, and the rules promulgated thereunder.

7.4 "**Transfer**" shall mean any sale, transfer, assignment, hypothecation, encumbrance, placement in trust (voting or otherwise) or transfer by operation of law (other than by way of a merger or consolidation of the Company) or other disposition, whether direct or indirect, whether voluntary or involuntary, whether by gift, bequest or otherwise, of Shares. In the case of a hypothecation, the Transfer shall be deemed to occur both at the time of the initial pledge and at any pledgee's sale or a sale by any secured creditor or a retention by the secured creditor of the pledged Shares in complete or partial satisfaction of the indebtedness for which the Shares are security.

Any capitalized term used in this Agreement which is not otherwise defined shall have the meaning set forth in the Plan.

## 8. General.

8.1 Governing Law. This Agreement shall be governed by and construed under the laws of the state of Delaware applicable to agreements made and to be performed entirely in Delaware, without regard to the conflicts of law provisions of Delaware or any other jurisdiction.

8.2 Notices. Any notice required or permitted under this Agreement shall be given in writing by express courier or by postage prepaid, United States registered or certified mail, return receipt requested, to the address set forth below or to such other address for a party as that party may designate by 10 days advance written notice to the other parties. Notice shall be effective upon the earlier of receipt or 3 days after the mailing of such notice.

If to the Company: Charter Communications, Inc.  
12405 Powerscourt Drive  
St. Louis Missouri 63131  
Attention: General Counsel

If to the Grantee: Robert P. May  
c/o Charter Communications, Inc.  
12405 Powerscourt Drive  
St. Louis, Missouri 63131

8.3 Legend. In addition to any other legend which may be required by agreement or Applicable Laws, each share held by Mellon representing unvested Shares shall have endorsed upon its face a legend in substantially the form set forth below:

**THESE SHARES ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER, SALE AND HYPOTHECATION AND CERTAIN REPURCHASE RIGHTS. A COMPLETE STATEMENT OF THE TERMS AND CONDITIONS GOVERNING SUCH RESTRICTIONS IS SET FORTH IN AN AGREEMENT, DATED AS OF APRIL 26, 2005, A COPY OF WHICH IS ON FILE AT THE CORPORATION'S PRINCIPAL OFFICE.**

Upon vesting, Mellon shall issue and deliver directly to the Grantee the Vested Shares without a restrictive legend.

8.4 Community Property. Without prejudice to the actual rights of the spouses as between each other, for all purposes of this Agreement, the Grantee shall be treated as agent and attorney-in-fact for that interest held or claimed by his or her spouse with respect to any Shares and the parties hereto shall act in all matters as if the Grantee was the sole owner of such Shares. This appointment is coupled with an interest and is irrevocable.

8.5 Modifications. This Agreement may be amended, altered or modified only by a writing signed by each of the parties hereto.

8.6 Application to Other Stock. In the event any capital stock of the Company or any other corporation shall be distributed on, with respect to, or in exchange for the Unvested Shares as a stock dividend, stock split, reclassification or recapitalization in connection with any merger or reorganization or otherwise, all restrictions, rights and obligations set forth in this Agreement shall apply with respect to such other capital stock to the same extent as they are, or would have been applicable, to the Unvested Shares on or with respect to which such other capital stock was distributed.

8.7 Additional Documents. Each party agrees to execute any and all further documents and writings, and to perform such other actions, which may be or become reasonably necessary or expedient to be made effective and carry out this Agreement.

8.8 No Third-Party Benefits. Except as otherwise expressly provided in this Agreement, none of the provisions of this Agreement shall be for the benefit of, or enforceable by, any third-party beneficiary.

8.9 Successors and Assigns. Except as provided herein to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

8.10 No Assignment. Except as otherwise provided in this Agreement, the Grantee may not assign any of his, her or its rights under this Agreement without the prior written consent of the Company, which consent may be withheld in its sole discretion. The Company shall be permitted to assign its rights or obligations under this Agreement, but no such assignment shall release the Company of any obligations pursuant to this Agreement.

8.11 Severability. The validity, legality or enforceability of the remainder of this Agreement shall not be affected even if one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect.

8.12 Equitable Relief. The Grantee acknowledges that, in the event of a threatened or actual breach of any of the provisions of this Agreement, damages alone will be an inadequate remedy, and such breach will cause the Company great, immediate and irreparable injury and damage. Accordingly, the Grantee agrees that the Company shall be entitled to injunctive and other equitable relief, and that such relief shall be in addition to, and not in lieu of, any remedies they may have at law or under this Agreement.

### 8.13 Arbitration.

8.13.1 General. Any controversy, dispute, or claim between the parties to this Agreement, including any claim arising out of, in connection with, or in relation to the formation, interpretation, performance or breach of this Agreement shall be settled exclusively by arbitration, before a single arbitrator, in accordance with this section 8.13 and the then most applicable rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator may be entered by any state or federal court having jurisdiction thereof. Such arbitration shall be administered by the American Arbitration Association. Arbitration shall be the exclusive remedy for determining any such dispute, regardless of its nature. Notwithstanding the foregoing, either party may in an appropriate matter apply to a court for provisional relief, including a temporary restraining order or a preliminary injunction, on the ground that the award to which the applicant may be entitled in arbitration may be rendered ineffectual without provisional relief. Unless mutually agreed by the parties otherwise, any arbitration shall take place in the City of St. Louis, Missouri.

8.13.2 Selection of Arbitrator. In the event the parties are unable to agree upon an arbitrator, the parties shall select a single arbitrator from a list of nine arbitrators drawn by the parties at random from a list of nine persons (which shall be retired judges or corporate or litigation attorneys experienced in stock options and buy-sell agreements) provided by the office of the American Arbitration Association having jurisdiction over St. Louis, Missouri. If the parties are unable to agree upon an arbitrator from the list so drawn, then the parties shall each strike names alternately from the list, with the first to strike being determined by lot. After each party has used four strikes, the remaining name on the list shall be the arbitrator. If such person is unable to serve for any reason, the parties shall repeat this process until an arbitrator is selected.

8.13.3 Applicability of Arbitration; Remedial Authority. This agreement to resolve any disputes by binding arbitration shall extend to claims against any parent, subsidiary or affiliate of each party, and, when acting within such capacity, any officer, director, shareholder, employee or agent of each party, or of any of the above, and shall apply as well to claims arising out of state and federal statutes and local ordinances as well as to claims arising under the common law. In the event of a dispute subject to this paragraph the parties shall be entitled to reasonable discovery subject to the discretion of the arbitrator. The remedial authority of the arbitrator (which shall include the right to grant injunctive or other equitable relief) shall be the same as, but no greater than, would be the remedial power of a court having jurisdiction over the parties and their dispute. The arbitrator shall, upon an appropriate motion, dismiss any claim without an evidentiary hearing if the party bringing the motion establishes that he or it would be entitled to summary judgement if the matter had been pursued in court litigation. In the event of a conflict between the applicable rules of the American Arbitration Association and these procedures, the provisions of these procedures shall govern.

8.13.4 Fees and Costs. Any filing or administrative fees shall be borne initially by the party requesting arbitration. Notwithstanding the foregoing, the prevailing party in such arbitration, as determined by the arbitrator, and in any enforcement or other court proceedings, shall be entitled, to the extent permitted by law, to reimbursement from the other party for all of the prevailing party's costs (including but not limited to the arbitrator's compensation), expenses, and attorneys' fees.

8.13.5 Award Final and Binding. The arbitrator shall render an award and written opinion, and the award shall be final and binding upon the parties. If any of the provisions of this paragraph, or of this Agreement, are determined to be unlawful or otherwise unenforceable, in whole or in part, such determination shall not affect the validity of the remainder of this Agreement, and this Agreement shall be reformed to the extent necessary to carry out its provisions to the greatest extent possible and to insure that the resolution of all conflicts between the parties, including those arising out of statutory claims, shall be resolved by neutral, binding arbitration. If a court should find that the arbitration provisions of this Agreement are not absolutely binding, then the parties intend any arbitration decision and award to be fully admissible in evidence in any subsequent action, given great weight by any finder of fact, and treated as determinative to the maximum extent permitted by law.

8.14 Headings. The section headings in this Agreement are inserted only as a matter of convenience, and in no way define, limit, extend or interpret the scope of this Agreement or of any particular section.

8.15 Number and Gender. Throughout this Agreement, as the context may require, (a) the masculine gender includes the feminine and the neuter gender includes the masculine and the feminine; (b) the singular tense and number includes the plural, and the plural tense and number includes the singular; (c) the past tense includes the present, and the present tense includes the past; (d) references to parties, sections, paragraphs and exhibits mean the parties, sections, paragraphs and exhibits of and to this Agreement; and (e) periods of days, weeks or months mean calendar days, weeks or months.

8.16 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.17 Complete Agreement. This Agreement and the Plan constitute the parties' entire agreement with respect to the subject matter hereof and supersede all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, the Company and the Grantee have executed this Agreement on July 13, 2005 to be effective as of the date first above written.

The "Company"

CHARTER COMMUNICATIONS, INC., a Delaware corporation

By: /s/ Thomas J. Hearity

Thomas J. Hearity, Senior Vice President

The "Grantee"

Robert P. May

/s/ Robert P. May

Robert P. May, Interim President and CEO

I, Marilyn R. May, the spouse of Grantee, hereby consent to be bound by the terms of the foregoing Agreement, and in particular by the terms of Section 8.4 thereof.

Dated: 7/4/05

/s/Marilyn R. May

**CHARTER COMMUNICATIONS, INC.  
RESTRICTED STOCK GRANT NOTICE  
(2001 Stock Incentive Plan)**

Charter Communications, Inc. (the "**Company**"), pursuant to its 2001 Stock Incentive Plan (as amended, the "**Plan**"), hereby grants to Grantee the number of Shares of the Company set forth below (the "**Shares**"). The Shares are subject to all of the terms and conditions as set forth in this Grant Notice, the Restricted Stock Agreement (the "**Agreement**") which is attached hereto, and the Plan. The Agreement and the Plan are deemed to be incorporated herein in their entirety.

Grantee: Michael J. Lovett

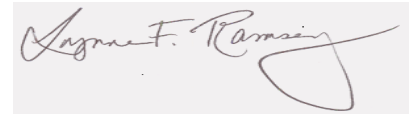
Date of Grant: April 26, 2005

Number of Shares: 75,000 Restricted Shares

**Vesting Schedule:** Subject to the restrictions and limitations of the Agreement and the Plan, one-third of the Shares shall vest on each of the first three anniversaries of the Date of Grant.

**Additional Terms/Acknowledgements:** The undersigned Grantee acknowledges receipt of, and has read and understands and agrees to, this Grant Notice, the Agreement and the Plan. Grantee further acknowledges that as of the Date of Grant, this Grant Notice, the Agreement and the Plan set forth the entire understanding between Grantee and the Company regarding the grant by the Company of the Shares referred to in this Grant Notice.

**CHARTER COMMUNICATIONS, INC.**



Lynne F. Ramsey, SVP - Human Resources

**GRANTEE:**

/s/ Michael J. Lovett

Michael J. Lovett, EVP - Chief Operating Officer

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**CHARTER COMMUNICATIONS, INC.  
RESTRICTED STOCK AGREEMENT**

THIS RESTRICTED STOCK AGREEMENT (together with the attached grant notice (the "**Grant Notice**"), the "**Agreement**") is made and entered into as of the date of grant set forth on the Grant Notice by and between Charter Communications, Inc., a Delaware corporation (the "**Company**"), and the individual (the "**Grantee**") set forth on the Grant Notice.

A. Pursuant to the Charter Communications, Inc. 2001 Stock Incentive Plan (as amended, the "**Plan**"), the Board of Directors of the Company or an authorized Committee thereof has determined that it is in the best interest of the Company to grant to Grantee shares of the Class A Common Stock of the Company (the "**Shares**") set forth on the Grant Notice, and in all respects subject to the terms, definitions and provisions of this agreement and the Plan, which is incorporated herein by reference.

B. Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings set forth in the Plan.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Grantee and the Company hereby agree as follows:

#### Grant and Terms of Shares.

Grant of Shares. Pursuant to the Grant Notice, the Company has granted to the Grantee, subject to the terms and conditions set forth in the Plan and this Agreement, the number of Shares set forth on the Grant Notice.

Vesting. As of the date of grant set forth in the Grant Notice, all of the Shares shall be unvested, and shall become vested only in accordance with the schedule set forth in the Grant Notice. Notwithstanding the foregoing, the following provisions shall apply, (to the extent that, under guidance issued by the Internal Revenue Service, the following provisions would not result in the imposition of an excise tax on the Grantee under Section 409A of the Internal Revenue Code) on the termination of the employment of the Grantee with the Company and its Subsidiaries: (a) all Shares shall become vested upon Grantee's death, Disability or Retirement, and (b) if, within 12 months following the occurrence of a Change in Control, the Company, or any of its Subsidiaries, terminates the Grantee's employment without Cause, or the Grantee terminates his or her employment with the Company and its Subsidiaries for Good Reason (as such terms are defined in the Plan), all Shares shall immediately vest (subject to the Plan provisions relating to "Excise Tax Limitations"). Furthermore, in the event that the Grantee's employment with the Company and its Subsidiaries terminates and the Grantee is entitled to receive severance or similar payments, Shares shall continue to vest while the Grantee is entitled to receive severance or similar payments, provided that the Grantee enters into a release in a form acceptable to the Company. Shares which do not vest in accordance with the foregoing provisions shall be canceled without payment of consideration to the Grantee.

Notwithstanding the foregoing, if any stock of the Company is publicly traded on an established securities market or otherwise, and if the Grantee is a "Key Employee" of the Company or an Affiliate (as defined in Section 416(i) of the Internal Revenue Code without regard to paragraph (5) thereof) no payment shall be made to the Grantee within six months after the Grantee's separation from service (or, if earlier, the date of his or her death) and the Vesting Period shall be deemed extended to that date; provided, this provision shall not apply if payment of Shares hereunder would not result in excise tax under guidance provided by the IRS.

#### General Restrictions on Transfer of Shares.

No Transfers of Unvested Shares. In no event shall the Grantee transfer any Shares that are not vested (or any right or interest therein) to any person in any manner whatsoever, whether voluntarily or by operation of law or otherwise, except for transfers resulting from Grantee's death.

Invalid Sales. Any purported transfer of Shares made without fully complying with all of the provisions of this Agreement shall be null and void and without force or effect.

#### Compliance with Applicable Laws.

No Shares will be issued pursuant to this Agreement unless and until there shall have been full compliance with all applicable requirements of the Securities Act of 1933, as amended (whether by registration or satisfaction of exemption conditions), all other applicable laws, and all applicable listing requirements of any national securities exchange or other market system on which the Class A Common Stock of the Company is then listed.

#### General.

Governing Law. This Agreement shall be governed by and construed under the laws of the state of Delaware applicable to Agreements made and to be performed entirely in Delaware, without regard to the conflicts of law provisions of Delaware or any other jurisdiction.

Notices. Any notice required or permitted under this Agreement shall be given in writing and shall be deemed duly given upon delivery if delivered by hand, upon receipt if faxed, or three (3) days after posting if sent by regular mail (U.S. Mail), to the address set forth below or to such other address for a party as that party may designate by advance written notice to the other parties.

If to the Company:

Charter Communications, Inc.  
12405 Powerscourt Dr.  
St. Louis, Mo. 63131  
Attention: General Counsel

If to Grantee, at the address set forth on the Company's records.

Legend. In addition to any other legend which may be required by agreement or applicable laws, each share certificate representing Shares shall have endorsed upon its face a legend in substantially the form set forth below:

**THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO VESTING CONDITIONS AND CERTAIN RESTRICTIONS ON TRANSFER, SALE AND HYPOTHECATION AND CERTAIN REPURCHASE RIGHTS. A COMPLETE STATEMENT OF THE TERMS AND CONDITIONS GOVERNING SUCH RESTRICTIONS IS SET FORTH IN AN AGREEMENT, DATED AS OF [AGREEMENT DATE], A COPY OF WHICH IS ON FILE AT THE CORPORATION'S PRINCIPAL OFFICE.**

Modifications. This Agreement may be amended, altered or modified only by a writing signed by each of the parties hereto.

Application to Other Stock. In the event any capital stock of the Company or any other corporation shall be distributed, with respect to, or in exchange for shares of Class A Common Stock as a stock dividend, stock split, reclassification or recapitalization in connection with any merger or reorganization or otherwise, all restrictions, rights and obligations set forth in this Agreement shall apply with respect to such other capital stock to the same extent as they are, or would have been applicable, to the Shares on or with respect to which such other capital stock was distributed.

Additional Documents. Each party agrees to execute any and all further documents and writings, and to perform such other actions, which may be or become reasonably necessary or expedient to be made effective and carry out this Agreement.

No Third-Party Benefits. Except as otherwise expressly provided in this Agreement, none of the provisions of this Agreement shall be for the benefit of, or enforceable by, any third-party beneficiary.

Successors and Assigns. Except as provided herein to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

No Assignment. Except as otherwise provided in this Agreement, the Grantee may not assign any of his or her rights under this Agreement without the prior written consent of the Company, which consent may be withheld in its sole discretion. The Company shall be permitted to assign its rights or obligations under this Agreement, but no such assignment shall release the Company of any obligations pursuant to this Agreement.

Equitable Relief. The Grantee acknowledges that, in the event of a threatened or actual breach of any of the provisions of this Agreement, damages alone will be an inadequate remedy, and such breach will cause the Company great, immediate and irreparable injury and damage. Accordingly, the Grantee agrees that the Company shall be entitled to injunctive and other equitable relief, and that such relief shall be in addition to, and not in lieu of, any remedies they may have at law or under this Agreement.

#### Arbitration.

General. Any controversy, dispute, or claim between the parties to this Agreement, including any claim arising out of, in connection with, or in relation to the formation, interpretation, performance or breach of this Agreement shall be settled exclusively by arbitration, before a single arbitrator, in accordance with this section and the then most applicable rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator may be entered by any state or federal court having jurisdiction thereof. Such arbitration shall be administered by the American Arbitration Association. Arbitration shall be the exclusive remedy for determining any such dispute, regardless of its nature. Notwithstanding the foregoing, either party may in an appropriate matter apply to a court for provisional relief, including a temporary restraining order or a preliminary injunction, on the ground that the award to which the applicant may be entitled in arbitration may be rendered ineffectual without provisional relief. Unless mutually agreed by the parties otherwise, any arbitration shall take place in the City of St. Louis, Missouri.

Selection of Arbitrator. In the event the parties are unable to agree upon an arbitrator, the parties shall select a single arbitrator from a list of nine arbitrators drawn by the parties at random from a list of nine persons (who shall be retired judges or corporate or litigation attorneys experienced in stock options and buy-sell agreements) provided by the office of the American Arbitration Association having jurisdiction over St. Louis, Missouri. If the parties are unable to agree upon an arbitrator from the list so drawn, then the parties shall each strike names alternately from the list, with the first to strike being determined by lot. After each party has used four strikes, the remaining name on the list shall be the arbitrator. If such person is unable to serve for any reason, the parties shall repeat this process until an arbitrator is selected.

Applicability of Arbitration; Remedial Authority. This agreement to resolve any disputes by binding arbitration shall extend to claims against any parent, subsidiary or affiliate of each party, and, when acting within such capacity, any officer, director, shareholder, employee or agent of each party, or of any of the above, and shall apply as well to claims arising out of state and federal statutes and local ordinances as well as to claims arising under the common law. In the event of a dispute subject to this paragraph, the parties shall be entitled to reasonable discovery subject to the discretion of the arbitrator. The remedial authority of the arbitrator (which shall include the right to grant injunctive or other equitable relief) shall be the same as, but no greater than, would be the remedial power of a court having jurisdiction over the parties and their dispute. The arbitrator shall, upon an appropriate motion, dismiss any claim without an evidentiary hearing if the party bringing the motion establishes that he or it would be entitled to summary judgment if the matter had been pursued in court litigation. In the event of a conflict between the applicable rules of the American Arbitration Association and these procedures, the provisions of these procedures shall govern.

Fees and Costs. Any filing or administrative fees shall be borne initially by the party requesting arbitration. The Company shall be responsible for the costs and fees of the arbitration, unless the Grantee wishes to contribute (up to 50%) of the costs and fees of the arbitration. Notwithstanding the foregoing, the prevailing party in such arbitration, as determined by the arbitrator, and in any enforcement or other court proceedings, shall be entitled, to the extent permitted by law, to reimbursement from the other party for all of the prevailing party's costs (including but not limited to the arbitrator's compensation), expenses, and attorneys' fees.

Award Final and Binding; Severability. The arbitrator shall render an award and written opinion, and the award shall be final and binding upon the parties. If any of the provisions of this paragraph, or of this Agreement, are determined to be unlawful or otherwise unenforceable, in whole or in part, such determination shall not affect the validity of the remainder of this Agreement, and this Agreement shall be reformed to the extent necessary to carry out its provisions to the greatest extent possible and to insure that the resolution of all conflicts between the parties, including those arising out of statutory claims, shall be resolved by neutral, binding arbitration. If a court should find that the arbitration provisions of this Agreement are not absolutely binding, then the parties intend any arbitration decision and award to be fully admissible in evidence in any subsequent action, given great weight by any finder of fact, and treated as determinative to the maximum extent permitted by law.

Headings. The section headings in this Agreement are inserted only as a matter of convenience, and in no way define, limit, extend or interpret the scope of this Agreement or of any particular section.

Number and Gender. Throughout this Agreement, as the context may require, (a) the masculine gender includes the feminine and the neuter gender includes the masculine and the feminine; (b) the singular tense and number includes the plural, and the plural tense and number includes the singular; (c) the past tense includes the present, and the present tense includes the past; and (d) references to parties, sections, paragraphs and exhibits mean the parties, sections, paragraphs and exhibits of and to this Agreement.

Instructions to Stock Plan Administrator. Grantee authorizes the Company to deliver the instructions attached as Exhibit B hereto to the stock plan administrator during the next applicable trading window on behalf of the Grantee authorizing the Plan administrator to sell Shares at the time they vest in order to satisfy the Grantee's withholding tax obligations with respect to the Shares. Grantee may withdraw such instructions at his or her discretion.

Complete Agreement. The Grant Notice, this Agreement and the Plan constitute the parties' entire agreement with respect to the subject matter hereof and supersede all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof.



**CHARTER COMMUNICATIONS, INC.  
RESTRICTED STOCK AGREEMENT**

Exhibit B

Instructions to Stock Plan Administrator

To the Stock Plan Administrator of the Charter Communications, Inc. 2001 Stock Incentive Plan:

In connection with the Charter Communications, Inc 2001 Stock Incentive Plan, I have been granted restricted shares (the "Shares") of Class A common stock of Charter Communications, Inc. ("Charter"). These shares are subject to vesting conditions as set forth in my Grant Notice and Restricted Stock Agreement. At such time that some or all of the Shares vest, I hereby instruct you to sell such number of Shares as may be necessary to satisfy my tax withholding obligations with respect to such vested Shares. These instructions shall remain in effect unless and until you receive contrary written instructions from me.

