

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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**FORM 8-K**

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**Current Report**

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

**Date of Report (Date of earliest event reported): April 17, 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.**

On April 17, 2006, Charter Communications, Inc. ("Charter") amended its 2005 Executive Cash Award Plan for eligible participants hired in 2006. As originally adopted, the Plan provided that each participant be granted an award which represents an opportunity to receive cash payments based on the participant's salary in 2005 through 2009. As amended, the Plan will provide that each new participant hired in 2006, be granted an award based on the participant's salary in 2006 through 2010. Thus, an award for any new participant will be credited in book entry format to a participant's account in an amount equal to 100% of a participant's base salary on the date of Plan approval in 2006 and 20% of participant's base salary in each year 2007 through 2010, based on that participant's base salary as of May 1 of the applicable year. The Plan awards will vest at the rate of 50% of the plan award balance at the end of 2008 and 100% of the plan award balance at the end of 2010. Other provisions of the Plan remain the same.

The 2005 Executive Cash Award Plan, amended for 2006, is attached as Exhibit 10.1.

**Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.**

On April 18, 2006, the Board of Directors of Charter elected Rajive Johri as a Class B Director of Charter. Mr. Johri, 56, is the President of First National Bank of Omaha's credit card business and has more than 30 years of leadership experience in marketing and business strategy. Mr. Johri holds a Bachelor of Technology in Mechanical Engineering from the Indian Institute of Technology and an M.B.A. from the Indian Institute of Management. Mr. Johri was also elected a member of Charter's Audit Committee, replacing Mr. John Tory, who resigned from the Audit Committee due to other time demands.

Mr. Tory, who had previously announced that he intended to resign from the Board of Directors, has agreed to remain as a director of Charter.

A press release announcing Mr. Johri's election is filed herewith as Exhibit 99.1.

**Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

On April 18, 2006, the Board of Directors of Charter adopted an amendment to Section 3.2 of Charter's Bylaws. The amendment increases the number of Charter's Directors from 11 to 12, until changed by resolution of the Board of Directors. The amendment also clarifies that the holders of Charter's Class B common stock shall elect all Charter directors except for one director who shall be elected by the holders of the Class A and Class B common stock, voting as one class.

The amendment to Charter's Bylaws is attached hereto as Exhibit 3.1.

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**Item 9.01 Financial Statements and Exhibits.**

<b>Exhibit Number</b>	<b>Description</b>
3.1	Ninth Amendment to the Amended and Restated By-Laws of Charter Communications, Inc. adopted as of April 18, 2006.*
10.1	The 2005 Executive Cash Award Plan, amended for 2006.*
99.1	Press release dated April 21, 2006.*

\* 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: April 21, 2006

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

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## EXHIBIT INDEX

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\* filed herewith

**9th AMENDMENT TO THE AMENDED AND RESTATED BYLAWS  
OF  
CHARTER COMMUNICATIONS, INC.**

The Amended and Restated Bylaws of the Corporation, are amended as follows effective April 18, 2006:

ARTICLE III - DIRECTORS

SECTION 3.2      Number; Terms and Vacancies. The number of Directors, which shall constitute the whole Board, shall be fixed at twelve (12) persons, until changed from time to time by resolution of the Board or by the stockholders. All directors shall be elected by the holders of the Class B Common Stock (the "Class B Directors"), except for one (1) director, which will be elected by the holders of the Class A Common Stock and Class B Common Stock, voting together as one class (or if any holders of shares of Preferred Stock are entitled to vote thereon together with the holders of Common Stock, as one class with such holders of shares of Preferred Stock), (the "Class A/B Director"). Any vacancies on the Board resulting from death, resignation, disqualification, removal or other cause shall be filled in the manner provided in the Certificate of Incorporation.

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CERTIFICATE OF ASSISTANT SECRETARY

The undersigned certifies:

(1) That the undersigned is duly elected and acting Assistant Secretary of Charter Communications, Inc., a Delaware corporation; and

(2) that the foregoing 9<sup>th</sup> Amendment to the Amended and Restated Bylaws of the Corporation was adopted by the Board on the 18th day of April 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Corporation this 21st day of April 2006.

/s/ Shannon R. Dunham

Shannon R. Dunham, Assistant Secretary



**Charter Communications, Inc.**  
**2005 Executive Cash Award Plan**

June 2005

Amended for 2006

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**Charter Communications, Inc.**  
**2005 Executive Cash Award Plan Amended for 2006**

**Article 1. Establishment and Purpose.**

The Compensation Committee of the Board of Directors of Charter Communications, Inc. ("Committee") hereby establishes the Charter Communications, Inc. 2005 Executive Cash Award Plan ("Plan") effective as of January 1, 2005, adopted June 2005 and amended for 2006. The purpose of the Plan is to provide greater incentive to, and retain the services of, certain Board-designated officers of Charter Communications, Inc. and its subsidiaries and affiliates as now or hereinafter constituted to achieve the highest level of individual performance and contribute to the success of the Company.

**Article 2. Eligibility.**

Select Officers of the Company or any of its subsidiaries or affiliates, as recommended by the CEO and approved by the Committee, shall be eligible to participate in this Plan.

**Article 3. Administration of the Plan.**

The Committee shall have full responsibility and authority to interpret and administer the Plan, including the power to promulgate rules of Plan administration, the power to settle any disputes as to rights or benefits arising from the Plan, the power to appoint agents and delegate its duties, and the power to make such decisions or take such actions as the Committee, in its sole discretion, deems necessary or advisable to aid in the proper administration of the Plan. Actions and determinations by the Committee shall be final, binding, and conclusive for all purposes of the Plan.

**Article 4. Participants.**

As soon as feasible after the adoption of this Plan, the Committee shall designate from the eligible officers those who will participate in the Plan.

**Article 5. Grants of Plan Awards.**

Each individual selected as a Participant will be granted a Plan Award which represents an opportunity to receive cash payments in accordance with, and subject to the terms and conditions of, this Plan. For each Participant who is granted a Plan Award, a Plan Award Account will be established. A Participant's Plan Award Account will be credited in a book entry format with the following amounts as of the participant's hire date in 2006, based upon a Participant's Base Salary as of their hire date.

Year	Amount Credited as of May 1 of the Year
2006	100% of Base Salary
2007	20% of Base Salary
2008	20% of Base Salary
2009	20% of Base Salary
2010	20% of Base Salary

**Article 6. Vesting and Payment(s) of Plan Awards.**

(a) A Participant will only be entitled to receive payment(s) from his or her Plan Award Account balance pursuant to the Participant's Plan Award if he or she remains employed by the Company continuously from the date of his or her initial participation through the end of the calendar year in which his or her Plan Award Account becomes vested, and only to the extent the Plan Award Account becomes vested, in accordance with the following schedule. Payment of such vested amount will be made within two and one half months of the end of the applicable year after, provided that all conditions to payment are satisfied:

Year	Vested Portion of Balance of Plan Award Account as of Year End that is Vested and Shall be Paid Out
2006	0% of Plan Award Account Balance
2007	0% of Plan Award Account Balance
2008	50% of Plan Award Account Balance
2009	0% of Plan Award Account Balance
2010	100% of Plan Award Account Balance

(b) Notwithstanding the above schedule, should a Participant's employment terminate due to death or Disability (as that term is defined in Article 15 below), the Participant shall be paid: (1) the balance of the Participant's Plan Award Account as of the end of the calendar year prior to the calendar year in which the Participant's employment terminated, and (2) a prorated portion of the amount to be credited to the Participant's Plan Award Account for the calendar year in which the Participant's employment terminated equal to the amount otherwise to be credited for that calendar year in accordance with Article 5, multiplied by a fraction, the numerator of which is the total number of months, full or partial, that the Participant was employed during the applicable year, and the denominator of which is twelve (12).

Except as provided above in the event of death or Disability, if a Participant's employment with the Company and its subsidiaries and affiliates terminates for any reason before the day on which all or a portion of the Participant's Plan Award Account becomes vested, the Participant shall forfeit the right to receive any amount that has not previously become vested in accordance with the schedule described above.

## **Article 7. Conditions To Payment, Nonalienation of Benefits.**

(a) A Participant's eligibility for, and right to receive, any payment from the Participant's Plan Award Account under this Plan (except in the event of the Participant's intervening death) is conditioned upon:

(1) the Participant first executing and delivering to Charter an Acceptance Agreement ("Agreement") in form and substance satisfactory to Charter's legal counsel, effectively releasing and giving up all claims the Participant may have against the Company (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 the date on which the Agreement is executed and containing additional restrictions on post-employment use of confidential information, non-competition and non-solicitation and recruitment of customers and employees which are the same as are contained in the standard form employment agreement for executive officers then used by the Company (or if no such agreement then exists, the most recent form of employment agreement used by the Company for one or more executive officers containing any such restrictions). The Agreement will be drafted by Charter, will be based upon the standard form employment agreement, if any, then being utilized by Charter for executive separations when severance is being paid (with such additional restrictions as to use and disclosure of confidential information, non competition and non solicitation and recruitment of customers and employees), and will be provided to the Participant within ten (10) business days after the Participant is eligible to receive a payment. The Agreement will require the Participant, after his or her employment terminates, to consult with Company representatives and/or voluntarily appear as a witness for trial or deposition (including the preparation for any such testimony) in connection with any claim which may be asserted by or against the Company, any investigation or administrative proceeding, any matter relating to a franchise, or any business matter concerning the Company or any of its transactions or operations in which the Participant was directly or indirectly involved or about which the Participant may have relevant factual knowledge or information; and

(2) the Participant executing and delivering the Agreement to Charter within twenty-one (21) days after delivery of the document (or such other time period as may be established for persons under the age of forty (40) or as may be required by applicable law), and all conditions to the effectiveness of that agreement and the releases contemplated thereby having been satisfied (including, without limitation, the expiration of any applicable revocation period without revoking acceptance).

(b) Neither Plan Awards nor any other right or benefit under this Plan shall be subject to anticipation, alienation, sale, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, assign, pledge, encumber, or charge the same shall be void and shall not be recognized or given effect by the Company or the Committee.

## **Article 8. No Deferrals.**

No deferral of compensation (as defined under U.S. Internal Revenue Code Section 409A or guidance thereto) is intended under this Plan.

### **Article 9. Funding.**

No promises made under this Plan shall be secured by any specific assets of the Company, nor shall any assets of the Company be designated as attributable or allocated to the satisfaction of such promises. Payments under this Plan shall be made from the Company's general assets.

### **Article 10. Non-exclusivity Of This Plan.**

The adoption of this Plan shall not be construed as creating any limitations on the power of the Company's Board of Directors or the Committee to adopt such other compensation arrangements as either may deem desirable for any Participant.

### **Article 11. No Employment Rights.**

The adoption of this Plan, and designating any employee as a Participant, shall not be construed as granting a Participant any right to employment for any specific period of time.

### **Article 12. Amendment, Suspension, or Termination of Plan.**

The Board or Committee may from time to time amend, suspend, or terminate the Plan, in whole or in part, except that (a) no such amendment, suspension, or termination shall materially adversely affect the rights of any Participant in respect of any Plan Award previously vested and not yet paid, and (b) if the Plan is terminated, then a Participant who is employed as of the time this termination occurs shall be paid, subject to the provisions of Article 7, an amount equal to (i) the amount the Participant would have been entitled to under the Plan if the Participant had been employed through December 31, 2010 (assuming that the Participant's Base Salary for purposes of the initial contribution is the Participant's Base Salary in effect as of the date the Participant first becomes included in the Plan, and that it would increase by 3.5% annually thereafter), multiplied by a fraction, the numerator of which is the number of full months between the effective date of the Plan and the date the Plan terminated, and the denominator of which is 60, less (ii) any payments previously made to the Participant under the Plan and any Plan Award vested but not yet paid under the Plan (but which otherwise is required to be paid notwithstanding termination of the Plan). This amount will be paid out in a lump sum within sixty (60) days after the Plan terminates and all conditions to payment specified in Article 7 are satisfied, but in no event later than two and one-half months after the end of the calendar year in which all the conditions to payment are satisfied.

### **Article 13. No Constraint on Corporate Action.**

Nothing in this Plan shall be construed to: (i) limit, impair, or otherwise affect the Company's right or power to make adjustments, reclassifications, reorganizations, or changes of its capital or business structure, or to merge or consolidate, or dissolve, liquidate, sell, or transfer all or any part of its business or assets; or, (ii) limit the right or power of the Company to take any action which such entity deems to be necessary or appropriate.

### **Article 14. Governing Law, Effect, Forum.**

The Plan and each Plan Award shall be governed by the laws of the State of Missouri, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Plan to the substantive law of another jurisdiction. Recipients of a Plan Award under this Plan are deemed to submit to the exclusive jurisdiction and venue of the United States District Court for the Eastern District of Missouri (if federal jurisdiction exists) and the St. Louis County Circuit Court, to resolve any and all issues that may arise out of or relate to this Plan or any related Plan Award and to have waived any objection that any such federal or state court is not a proper or convenient forum. Payments received under this Plan will not constitute or be deemed compensation for purposes of any other benefit plan of the Company.

### **Article 15. Definitions.**

For purposes of this Plan, the following definitions will control:

- a. "Base Salary" means the salary of record paid to a Participant as an annual rate of salary, excluding amounts received under an annual incentive plan or other incentive or bonus plan or compensation, and excluding any amounts payable as benefits.
- b. "Board" means the Board of Directors of Charter.
- c. "Committee" means the Compensation Committee of the Board or a subcommittee thereof, or any other committee designated by the Board to administer this Plan. The members of the Committee shall be appointed from time to time by and shall serve at the discretion of the Board. If the Committee does not exist or cannot function for any reason, the Board may take any action under the Plan that would otherwise be the responsibility of the Committee.
- d. "Company" means Charter Communications, Inc., a Delaware corporation and its subsidiaries and affiliates as now or hereinafter constituted.
- e. "Charter" means Charter Communications, Inc., a Delaware corporation.
- f. "Disability" means such permanent physical or mental impairment as renders a person eligible to receive disability benefits under the long-term disability plan maintained by

the Company, if the person is covered by such a plan; and if the person is not covered by such a plan, under the Social Security Act.

- g. "Distribution Date" shall have the meaning set out in Section 6 (c).
- h. "Participant" means any eligible officer or key employee selected by the Committee in its sole discretion to participate in the Plan pursuant to Article 4 and his or her personal representative and/or executor.
- i. "Plan" means the Charter Communications, Inc. 2005 Executive Cash Award Plan amended for 2006.
- j. "Plan Award" means an award granted to a Participant pursuant to Article 5.
- k. "Plan Award Account" means a book entry account maintained for each Participant in accordance with Article 5.



# NEWS

## Charter Elects Rajive Johri As Director

**ST. LOUIS, MO** April 20, 2006 (BUSINESS WIRE) -- Charter Communications, Inc. (Nasdaq: CHTR) today announced the election of Rajive Johri as a member of its Board of Directors, effective April 18, 2006. Mr. Johri also was appointed to Charter's Audit Committee, replacing John Tory, who resigned from the Committee due to other time demands but will remain as a member of Charter's Board.

Mr. Johri, 56, is the President of First National Bank of Omaha's credit card business, and has more than 30 years leadership experience in marketing and business strategy. From 2004 to 2005, he served as an Executive Consultant at the Park Li Group, and from 1999 to 2004 served as Executive Vice President of Marketing for JP Morgan Chase's Cardmember Services, where he was responsible for marketing and new business strategy, building a business with more than \$6 billion in revenues. From 1985 until 1999, Mr. Johri worked for Citigroup in a number of positions, most recently as Chief Marketing Officer for the North American Consumer Assets Division. As Chief Marketing Officer for the consumer lending business, Mr. Johri managed two million customer accounts and more than \$75 billion in assets. Prior to holding that position, he was in managerial positions at Citigroup responsible for various geographic areas including, Asia and Asia Pacific, India, Middle East and Central Europe.

Paul Allen, Chairman of Charter Communications commented: "Rajive's expertise in marketing and operations, built over an impressive 30-year career, will enhance and complement Charter's Board. I am delighted that he has joined the Board and I look forward to working with him."

Mr. Johri holds a Bachelor of Technology in Mechanical Engineering from the Indian Institute of Technology and an M.B.A. from the Indian Institute of Management.

## About Charter Communications

Charter Communications, Inc., a leading 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) <<http://www.charter.com>>.

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