

FORM 8-K

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

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 1, 2000

CHARTER COMMUNICATIONS HOLDINGS, LLC

CHARTER COMMUNICATIONS HOLDINGS CAPITAL CORPORATION

(Exact name of registrants as specified in their charters)

Delaware

Delaware

(State or Other Jurisdiction of Incorporation or Organization)

333-77499

333-77499-01

Commission File Number

43-1843179

43-1843177

(Federal Employer
Identification Number)

12444 Powerscourt Drive - Suite 400
St. Louis, Missouri

(Address of Principal Executive Offices)

(Registrant's telephone number, including area code)

63131

(Zip Code)

(314) 965-0555

ITEM 2 ACQUISITION OF ASSETS

On January 1, 2000, Charter Communications Holdings, LLC (Charter Holdings) and Charter Communications Holding Company, LLC (Charter Holdco), the parent of Charter Holdings, effected a number of transactions to transfer recently acquired cable systems to Charter Holdings. As a result of these transactions, Charter Holdings became the indirect parent of cable systems of Fanch Cablevision L.P. and affiliates, Falcon Communications, L.P., now known as CC VII Holdings, LLC, and Avalon Cable LLC, now known as CC V Holdings, LLC. The following table presents these entities' customers and revenues as of and for the nine months ended September 30, 1999:

ENTITY	AS OF AND FOR THE NINE MONTHS ENDED SEPTEMBER 30, 1999	
	CUSTOMERS	REVENUE (IN THOUSANDS)
Cable systems of Fanch Cablevision L.P. and affiliates	538,000	\$155,626
Falcon Communications, L.P.	1,004,000	320,228
Avalon Cable LLC	261,000 (a)	81,559
	<u>1,803,000</u>	<u>\$557,413</u>

(a) Includes approximately 5,400 customers served by cable systems that Charter Holdings will acquire from certain former affiliates of Avalon. The acquisition of these systems is expected to be completed by the end of January 2000.

The following is a brief description of the recently acquired cable systems:

FANCH. In November 1999, Charter Holdco purchased the partnership interests of Fanch Cablevision of Indiana, L.P., specified assets of Cooney Cable Associates of Ohio, Limited Partnership, Fanch-JV2 Master Limited Partnership, Mark Twain Cablevision Limited Partnership, Fanch-Narragansett CSI Limited Partnership, North Texas Cablevision, Ltd., Post Cablevision of Texas, Limited Partnership and Spring Green Communications, L.P. and the stock of Tioga Cable Company, Inc., Cable Systems, Inc. and , indirectly, Hornell Television Service, Inc. for a total combined purchase price of approximately \$2.4 billion in cash, subject to adjustment. At the time of the closing of this acquisition, the Fanch credit facilities were closed providing for borrowings of up to \$1.2 billion. \$0.9 billion of this availability was used to fund a portion of the Fanch purchase price.

The cable systems acquired in this transaction are located in Colorado, Indiana, Kansas, Kentucky, Michigan, Mississippi, New Mexico, Oklahoma, Texas and Wisconsin. For the year ended December 31, 1998, these systems had revenues of approximately \$141.1 million. Approximately 19% of these systems' customers are served by systems with at least 550 megahertz bandwidth capacity.

FALCON. In November 1999, Charter Holdco purchased partnership interests in Falcon Communications, L.P., interests in a number of Falcon entities, specified interests in Enstar Communications Corporation and Enstar Finance Company, LLC and specified interests in Adlink. All acquired interests except the Enstar portion were transferred to Charter Holdings.

The purchase price for the transaction, excluding the specified interests in Enstar, was approximately \$3.5 billion, consisting of cash, \$550 million in membership units in Charter Holdco issued to Falcon sellers and \$1.67 billion in assumed debt. The purchase price is subject to adjustment. All of the membership units have been exchanged for Class A common stock of Charter Communications, Inc., sole

manager and 38.0% equity owner of Charter Holdco, or have been put to Paul G. Allen, beneficial owner of Charter Holdco.

The Falcon cable systems are located in California and the Pacific Northwest, Missouri, North Carolina, Alabama and Georgia. For the year ended December 31, 1998, the Falcon cable systems had revenues of approximately \$307.6 million. Approximately 7% of these systems' customers are served by systems with at least 550 megahertz bandwidth capacity.

AVALON. In November 1999, Charter Holdco purchased directly and indirectly all of the equity interests in Avalon Cable LLC for approximately \$576.9 million in cash and \$268.1 million in assumed notes. The purchase price is subject to adjustment. Avalon Cable operates primarily in Michigan and the New England area. For the year ended December 31, 1998, Avalon Cable had revenues of approximately \$18.2 million. Approximately 15% of the Avalon cable systems' customers are served by systems with at least 550 megahertz bandwidth capacity.

ITEM 5 OTHER ITEMS

On January 6, 2000, Charter Holdings and its wholly owned subsidiary, Charter Communications Holdings Capital Corporation (collectively, the "Issuers"), announced that they had entered into an agreement to sell \$675.0 million of 10.00% Senior Notes due 2009, \$325.0 million of 10.25% Senior Notes due 2010 and 11.75% Senior Discount Notes due 2010 with a principal amount at maturity of \$532.0 million. The sale of the notes provided gross proceeds to the Issuers of approximately \$1.3 billion. The net proceeds of the offering will be used to repay debt, including notes that will be put to the Issuers' subsidiaries in change of control offers that are pending or anticipated. Funding closed on January 12, 2000.

A copy of the press release announcing the financing is being filed as Exhibit 99.1 with this report.

ITEM 7 FINANCIAL STATEMENTS, PRO FORMA FINANCIAL INFORMATION AND EXHIBITS.

(a) Financial statements of business acquired.

Audited financial statements will be filed as an amendment to this current report within 60 days after the date this initial report must be filed.

(b) Pro forma financial information.

Pursuant to Article 11 of Regulation S-X, pro forma unaudited financial statements will be filed as an amendment to this current report within 60 days after the date this initial report must be filed.

(c) Exhibits.

- 2.8 Contribution and Sale Agreement entered into as of December 30, 1999, by and among Charter Communications Holding Company, LLC, CC VII Holdings, LLC, and Charter Communications VII, LLC.
- 2.9 Contribution and Sale Agreement entered into as of December 30, 1999, by and among Charter Communications Holding Company, LLC and Charter Communications Holdings, LLC.
- 99.1 Press release dated January 6, 2000.*

- - - - -
*filed herewith

SIGNATURES

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

CHARTER COMMUNICATIONS
HOLDINGS, LLC, a registrant

Dated January 13, 2000

By: /s/ KENT D. KALKWARF

Name: Kent D. Kalkwarf
Title: Senior Vice President and
Chief Financial Officer
(Principal Financial Officer
and Principal Accounting Officer)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, Charter Communications Holdings Capital Corporation has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CHARTER COMMUNICATIONS
HOLDINGS CAPITAL CORPORATION, a
registrant

Dated January 13, 2000

By: /s/ KENT D. KALKWARF

Name: Kent D. Kalkwarf
Title: Senior Vice President and
Chief Financial Officer
(Principal Financial Officer
and Principal Accounting
Officer)

CONTRIBUTION AND SALE AGREEMENT

This CONTRIBUTION AND SALE AGREEMENT (this "Agreement") is entered into as of this 30th day of December, 1999, by and among Charter Communications Holding Company, LLC, a Delaware limited liability company ("Charter Holdco"), CC VII Holdings, LLC, a Delaware limited liability company ("CC VII Holdings") and Charter Communications VII, LLC, a Delaware limited liability company ("CC VII").

RECITALS:

WHEREAS, Charter Holdco is the owner, beneficially and of record, of certain minority partnership interests of each of Falcon Media Investors Group, a California Limited Partnership, Falcon Community Investors, a California Limited Partnership, Falcon Investors Group, Ltd., a California Limited Partnership, Falcon Telecable Investors Group, a California Limited Partnership, and Falcon Video Communications Investors, L.P., a California limited partnership (collectively the "Minority Partnership Interests");

WHEREAS, Charter Holdco desires to contribute the Minority Partnership Interests to CC VII Holdings;

WHEREAS, CC VII Holdings is authorized to issue membership units representing equity interests in CC VII Holdings (the "CC VII Holdings Membership Interests");

WHEREAS, CC VII Holdings currently has outstanding 100 units of CC VII Holdings Membership Interests, which are currently held by Charter Holdco;

WHEREAS, CC VII Holdings intends to issue additional units of CC VII Holdings Membership Interests to Charter Holdco in exchange for Charter Holdco's contribution of the Minority Partnership Interests to CC VII Holdings;

WHEREAS, CC VII Holdings thereafter desires to contribute the Minority Partnership Interests to CC VII.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

1. Contribution to CC VII Holdings. Subject to the terms and conditions of this Agreement, Charter Holdco hereby contributes all of the Minority Partnership Interests to CC VII Holdings, in the form of a capital contribution, as of the Effective Date (as hereinafter defined), in exchange for the issuance by CC VII Holdings of CC VII Holdings Membership Interests to Charter Holdco

2. Issuance of CC VII Holdings Membership Interests. Subject to the terms and conditions of this Agreement, CC VII Holdings hereby issues CC VII Holdings Membership Interests to Charter Holdco, as of the Effective Date, in exchange for Charter Holdco's contribution of the Minority Partnership Interests to the capital of CC VII Holdings..

3. Contribution to the CC VII. Subject to the terms and conditions of this Agreement, immediately after such Minority Partnership Interests are contributed to CC VII Holdings from

Charter Holdco, CC VII Holdings hereby contributes all of the Minority Partnership Interests to CC VII, as of the Effective Date.

4. Effective Date. This Agreement shall be deemed effective as of 12:01 a.m. on January 1, 2000 (the "Effective Date").

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles.

6. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, executors, administrators, legal representatives and permitted assigns.

7. Further Assurances. Each of the parties hereto shall at any time and from time to time following the date hereof, execute and deliver all such further instruments and take all such further actions as may be reasonably necessary to confirm or carry out the provisions hereof.

8. Amendment; Waiver; Termination. This Agreement cannot be amended, waived, or terminated except by a writing signed by the parties hereto

9. INVALID PROVISIONS. IF ANY PROVISION OF THIS AGREEMENT IS HELD TO BE ILLEGAL, INVALID OR UNENFORCEABLE UNDER PRESENT OR FUTURE LAWS, SUCH PROVISION SHALL BE FULLY SEVERABLE, THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED AS IF SUCH ILLEGAL, INVALID OR UNENFORCEABLE PROVISION HAD NEVER COMPRISED A PART OF THIS AGREEMENT, AND THE REMAINING PROVISIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AND SHALL NOT BE AFFECTED BY THE ILLEGAL, INVALID OR UNENFORCEABLE PROVISION OR BY ITS SEVERANCE FROM THIS AGREEMENT. THE PARTIES FURTHER AGREE THAT, IN PLACE OF EACH SUCH ILLEGAL, INVALID OR UNENFORCEABLE PROVISION, THERE SHALL BE ADDED AUTOMATICALLY AS A PART OF THIS AGREEMENT A PROVISION AS SIMILAR TO SUCH ILLEGAL, INVALID OR UNENFORCEABLE PROVISION AS MAY BE POSSIBLE AND BE LEGAL, VALID AND ENFORCEABLE.

10. Counterparts. This Agreement may be executed in two or more separately executed counterparts, which may include faxed signature pages, each of which counterparts shall be deemed an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written and effective as of the Effective Date.

CHARTER COMMUNICATIONS
HOLDING COMPANY, LLC

By: /S/ CURTIS S. SHAW

Name: Curtis S. Shaw
Title: Senior Vice President,
General Counsel and Secretary

CC VII HOLDINGS, LLC

By: /S/ CURTIS S. SHAW

Name: Curtis S. Shaw
Title: Senior Vice President,
General Counsel and Secretary

CHARTER COMMUNICATIONS VII, LLC

By: /S/ CURTIS S. SHAW

Name: Curtis S. Shaw
Title: Senior Vice President,
General Counsel and Secretary

CONTRIBUTION AND SALE AGREEMENT

This CONTRIBUTION AND SALE AGREEMENT (this "Agreement") is entered into as of this 30th day of December, 1999, by and between Charter Communications Holding Company, LLC, a Delaware limited liability company ("Charter Holdco"), and Charter Communications Holdings, LLC, a Delaware limited liability company ("Charter Holdings").

RECITALS:

WHEREAS, Charter Holdco is the owner, beneficially and of record, of 100% of the outstanding membership interests of each of CC V Holdings, LLC, CC VI Holdings, LLC and CC VII Holdings, LLC (collectively the "Membership Interests");

WHEREAS, Charter Holdco desires to contribute the Membership Interests to Charter Holdings;

WHEREAS, Charter Holdings is authorized to issue membership units representing equity interests in Charter Holdings (the "Charter Holdings Membership Interests");

WHEREAS, Charter Holdings currently has outstanding 100 units of Charter Holdings Membership Interests, which are currently held by Charter Holdco; and

WHEREAS, Charter Holdings intends to issue additional units of Charter Holdings Membership Interests to Charter Holdco in exchange for Charter Holdco's contribution of the Membership Interests to Charter Holdings.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

1. Contribution of Membership Interests. Subject to the terms and conditions of this Agreement, Charter Holdco hereby contributes all of the Membership Interests to Charter Holdings, in the form of a contribution to the common equity capital of Charter Holdings, as of the Effective Date (as hereinafter defined), in exchange for the issuance by Charter Holdings of Charter Holdings Membership Interests to Charter Holdco.

2. Issuance of Charter Holdings Membership Interests. Subject to the terms and conditions of this Agreement, Charter Holdings hereby issues Charter Holdings Membership Interests to Charter Holdco, as of the Effective Date, in exchange for Charter Holdco's contribution of the Membership Interests to Charter Holdings.

3. Effective Date. This Agreement shall be deemed effective as of 12:02 a.m. on January 1, 2000 (the "Effective Date").

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles.

5. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, executors, administrators, legal representatives and permitted assigns.

6. Further Assurances. Each of the parties hereto shall at any time and from time to time following the date hereof, execute and deliver all such further instruments and take all such further actions as may be reasonably necessary to confirm or carry out the provisions hereof.

7. Amendment; Waiver; Termination. This Agreement cannot be amended, waived, or terminated except by a writing signed by the parties hereto.

8. INVALID PROVISIONS. IF ANY PROVISION OF THIS AGREEMENT IS HELD TO BE ILLEGAL, INVALID OR UNENFORCEABLE UNDER PRESENT OR FUTURE LAWS, SUCH PROVISION SHALL BE FULLY SEVERABLE, THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED AS IF SUCH ILLEGAL, INVALID OR UNENFORCEABLE PROVISION HAD NEVER COMPRISED A PART OF THIS AGREEMENT, AND THE REMAINING PROVISIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AND SHALL NOT BE AFFECTED BY THE ILLEGAL, INVALID OR UNENFORCEABLE PROVISION OR BY ITS SEVERANCE FROM THIS AGREEMENT. THE PARTIES FURTHER AGREE THAT, IN PLACE OF EACH SUCH ILLEGAL, INVALID OR UNENFORCEABLE PROVISION, THERE SHALL BE ADDED AUTOMATICALLY AS A PART OF THIS AGREEMENT A PROVISION AS SIMILAR TO SUCH ILLEGAL, INVALID OR UNENFORCEABLE PROVISION AS MAY BE POSSIBLE AND BE LEGAL, VALID AND ENFORCEABLE.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written and effective as of the Effective Date.

CHARTER COMMUNICATIONS
HOLDING COMPANY, LLC

By: /S/ CURTIS S. SHAW

Name: Curtis S. Shaw
Title: Senior Vice President,
General Counsel and Secretary

CHARTER COMMUNICATIONS
HOLDINGS, LLC

By: /S/ CURTIS S. SHAW

Name: Curtis S. Shaw
Title: Senior Vice President,
General Counsel and Secretary

[CHARTER COMMUNICATIONS LOGO]

FOR IMMEDIATE RELEASE

CHARTER COMMUNICATIONS HOLDINGS, LLC
CHARTER COMMUNICATIONS HOLDINGS CAPITAL CORPORATION
ISSUES \$1.3 BILLION SENIOR NOTES

ST. LOUIS, MO, JANUARY 6, 2000 -- Charter Communications Holdings, LLC and Charter Communications Holdings Capital Corporation today announced that they had entered into an agreement to sell \$675,000,000 of 10% Senior Notes due 2009, \$325,000,000 of 10.25% Senior Notes Due 2010 and 11.75% Senior Discount Notes Due 2010 with a principal amount at maturity of \$532,000,000. The sale of the notes will provide gross proceeds to the issuers of approximately \$1,300,000,000. The transaction size was increased from the \$900,000,000 originally sought by the issuers. The net proceeds of the offering will be used to repay debt, including notes that will be put to the issuers' subsidiaries in change of control offers that are pending or anticipated.

Charter is the fourth largest operator of cable television systems in the United States, serving approximately 6.2 million customers after giving effect to a pending acquisition.

Charter New Debt add one-

The notes are being sold to qualified institutional buyers in reliance on Rule 144A.

The notes have not been 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. 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 prior to registration or qualification under the securities laws of any such state.

For More Information Contact:

Ralph G. Kelly
Senior Vice President-Treasurer
314/543-2388

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