

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): December 15, 2010**



**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)*

**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))

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

Executive Bonus Plan

On December 15, 2010, the Board of Directors (the "Board") of Charter Communications, Inc. (the "Company") approved the Executive Bonus Plan ("Plan") for executive officers and certain other managerial and professional employees of the Company and its subsidiaries. The objectives of the Plan include the Company's desire to provide a strong corporate identity and provide awards commensurate with the achievement of financial performance measures and customer satisfaction goals.

Eligibility for participation in the Plan is based on an employee's position level and salary grade in the organization. A bonus target award (i.e., percentage of base pay) will be assigned annually to strategic employee positions in the Company based on market competitiveness as well as overall impact. Senior Management will develop annual performance measures under the Plan, including establishing target awards. The measures and attainment of awards will be subject to the approval each year of the Board or the Board's Compensation and Benefits Committee.

Bonuses for eligible employees for any plan year will be determined based on the extent to which the Company's (or, if applicable, an employee's particular key market area(s)'s) performance during that year meets or exceeds budgeted goals with respect to performance measures as set forth in the Plan. Unless otherwise provided by law or pursuant to an employment agreement, bonuses are not considered earned until paid. If an individual's employment is terminated (either voluntarily or involuntarily) prior to the date on which any bonus is paid, payment of the bonus (in whole or in part) shall be at the sole and exclusive discretion of management; provided that, an individual shall be considered an active employee, eligible for the prior year's bonus, similar to other active employees in the Plan, if an individual has separated from the Company between December 31 and the date on which the bonus is paid due to position elimination, death, disability or retirement.

See Exhibit 10.1, attached hereto, for the full text of the Plan.

Executive Incentive Performance Plan

Also on December 15, 2010, the Board approved the Executive Incentive Performance Plan (the "Performance Plan") which is intended to provide for payment of qualified performance-based compensation in the form of bonuses that is not subject to the deduction limitation of \$1,000,000 of Section 162(m) of the Internal Revenue Code. The Performance Plan is effective January 1, 2011, subject to the approval of its material terms by the Company's shareholders. The Performance Plan will be administered by the Company's Section 162(m) Committee of the Board (the "Committee") which will determine annual participation in the Performance Plan.

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The Committee will establish objective criteria for the Target Award for each participant for each Performance Period (as defined in the Performance Plan) based on various metrics associated with the Company's performance. The Committee may not adjust upwards the amount payable pursuant to a Target Award subject to this Performance Plan, nor may it waive the achievement of the performance criteria established pursuant to this Performance Plan for the applicable Performance Period. The maximum bonus amount payable to each Participant for any calendar year Performance Period shall be \$10,000,000.

See Exhibit 10.2, attached hereto, for the full text of the Performance Plan.

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

**Exhibit**

<b>Number</b>	<b>Description</b>
10.1	Executive Bonus Plan.*
10.2	Executive Incentive Performance Plan.*

\* 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.

C O M M U N I C A T I O N S , I N C .

C H A R T E R

R e g i s t r a n t

**Dated: December 16, 2010**

By:/s/ Kevin D. Howard

Name: Kevin D. Howard

Title: *Senior Vice President - Finance, Controller  
and Chief Accounting Officer*

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## EXHIBIT INDEX

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10.2	Executive Incentive Performance Plan.*

\* filed herewith



## Executive Bonus Plan

### OVERVIEW

The Executive Bonus Plan (“Plan”) of Charter Communications, Inc. (the “Company”) is an annual plan that provides eligible employees an incentive to align goals and performance with the Company’s strategic objectives. As with all compensation plans, this Plan is created based on the Company’s current business position, and may be examined and changed in accordance with any changes in business position.

### OBJECTIVE

Provide a strong corporate identity and provide awards commensurate with the achievement of aggressive financial performance measures and customer satisfaction goals.

Foster teamwork throughout the company, operating groups, KMAs, systems and functional areas.

Evaluate effort and contribution based on a combination of specific objectives and performance that correlate with the Company's long-term business plan and compensation strategy.

### ELIGIBILITY

Executive Officers of the Company and certain other managerial and professional employees of the Company and its subsidiaries are eligible to participate in the Company’s Executive Bonus Plan. Eligibility for participation in the Plan is based on the employee's position level and salary grade in the organization. A bonus target (i.e., percentage of base pay) will be assigned annually to strategic positions in the Company based on market competitiveness as well as overall impact. Actual bonus eligibility is determined by Senior Management.

### AWARDS

Senior Management will develop annual performance measures under the Plan, including establishing target awards. The measures and awards will be subject to the approval of the Board of Directors, or the Board’s Compensation and Benefits Committee. Once approved, management will communicate the performance measures, target awards and other details to employees who are eligible for bonuses. All such measures, awards and other details shall be subject to the terms of the Plan.

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## ADMINISTRATION

All bonus payments made pursuant to this Plan are subject to the approval of the Board of Directors, or the Board's Compensation and Benefits Committee. Bonuses for eligible employees for any plan year will be determined based on the extent to which the Company's (or, if applicable, an employee's particular operating group or key market area's) performance during that year meets or exceeds budgeted goals with respect to performance measures as set forth in the Bonus Plan. It is the intention of the Company to pay bonuses pursuant to the Plan, no later than March 15<sup>th</sup> of the following year, but the payment date may vary based on management discretion.

Unless otherwise provided by law, bonuses are not considered earned until paid. If an individual's employment is terminated (either voluntarily or involuntarily) prior to the date on which any bonus is paid, payment of the bonus (in whole or in part) shall be at the sole and exclusive discretion of management; provided that, an individual shall be considered an active employee, eligible for the prior year's bonus, similar to other active employees in the Plan, if an individual has separated from the Company between December 31 and the date on which the bonus is paid due to position elimination, death, disability or retirement. Any decision by management to pay any portion of the bonus to an individual whose employment has been terminated must be approved by the SVP of Human Resources and included as a pro vision in a separation agreement and full release executed by the individual. Participants on a leave of absence when the bonuses are paid will receive their bonus upon returning to an active status.

As with all compensation programs, this Plan or an individual's Target Award may be reviewed periodically and changed, supplemented or eliminated if deemed appropriate by the Company, within its discretion. Employees are eligible for only one bonus plan and any variance to this limitation requires the approval of both Senior Management and the SVP - Human Resources. Employees who are eligible to participate in a commission plan are not eligible for the Executive Bonus Plan.

This document is only intended to describe the terms of the bonus structure, and no employee should interpret it as an employment contract or a contract of any other kind.

CHARTER COMMUNICATIONS, INC.  
EXECUTIVE INCENTIVE PERFORMANCE PLAN

ARTICLE I. ESTABLISHMENT AND PURPOSE

1.1 *Establishment of the Plan.* Charter Communications, Inc. (the "Company") hereby establishes the Charter Communications, Inc. Executive Incentive Performance Plan (the "Plan").

1.2 *Purpose.* Section 162(m) of the Internal Revenue Code of 1986 limits to \$1,000,000 the amount of an employer's deduction for a fiscal year relating to compensation for certain executive officers, with exceptions for specific types of compensation such as performance-based compensation.

This Plan is intended to provide for the payment of qualified performance-based compensation in the form of bonuses that is not subject to the Section 162(m) deduction limitation.

1.3 *Effective Date.* The effective date of the Plan is January 1, 2011, subject to approval of the material terms of the Plan by the Company's shareholders.

ARTICLE II. DEFINITIONS

2.1 *Definitions.* Whenever used herein, the following terms will have the meanings set forth below, unless otherwise expressly provided. When the defined meaning is intended, the term is capitalized.

(a) "Board" means the Board of Directors of the Company.

(b) "Code" means the Internal Revenue Code of 1986, as amended.

(c) "Committee" means the Section 162(m) Committee of the Board, or another committee appointed by the Board to serve as the administrator for the Plan, which committee at all times consists of persons who are "outside directors" as that term is defined in the regulations promulgated under Section 162(m) of the Code.

(d) "Company" means Charter Communications, Inc.

(e) "Employer" means the Company and any entity that is a subsidiary or affiliate of the Company.

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(f) "Participant" for a Performance Period means an officer or other key employee who is designated by the Committee as a participant in the Plan for that Performance Period in accordance with Article III.

(g) "Target Award" shall mean the maximum amount that may be paid to a Participant as a bonus for a Performance Period if certain performance criteria are achieved in the Performance Period.

(h) "Performance Period" shall mean the fiscal year of the Company; or any other period designated as a Performance Period by the Committee.

2.2. *Severability.* In the event any provision of the Plan shall be held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining parts of the Plan, and the Plan will be construed and enforced as if the illegal or invalid provision had not been included.

#### ARTICLE III. ELIGIBILITY AND PARTICIPATION

3.1 *Eligibility.* The Participants in this Plan for any Performance Period shall be comprised of each employee of the Company who is a "covered employee" for purposes of Section 162(m) of the Code, or who may be such a covered employee as of the end of a tax year for which the Company would claim a tax deduction in connection payment of compensation to such employee, during such Performance Period and who is designated individually or by class to be a Participant for such Performance Period by the Committee at the time a Target Award is established for such employee.

3.2 *Participation.* Participation in the Plan will be determined annually by the Committee. Employees approved for participation will be notified of their selection as soon after approval as practicable.

3.3 *Termination of Approval.* The Committee may withdraw approval for a Participant's participation at any time. In the event of such withdrawal, the Employee concerned will cease to be a Participant as of the date of such withdrawal. The Employee will be notified of such withdrawal as soon as practicable following the Committee's action. A Participant who is withdrawn from participation under this Section will not receive any award for the Performance Period under this Plan.

#### ARTICLE IV. PERFORMANCE CRITERIA

4.1 *Target Awards.* The Committee shall establish objective performance criteria for the Target Award of each Participant for each Performance Period in writing. Such formula shall be based upon one or more of the following criteria, individually or in combination, as determined by the Committee in its discretion shall determine: (a) adjusted EBITDA; (b) adjusted EBITDA less capital expenditures; (c) revenue; (d) pre-tax or after-tax return on equity; (e) earnings per share; (f) pre-tax or after-tax net income, as defined by the Committee; (g)

business unit or departmental pre-tax or after-tax income; (h) book value per share; (i) market price per share; (j) relative performance to peer group companies; (k) expense management; and (l) total return to stockholders. Such formula shall be sufficiently detailed and objective so that a third party having knowledge of the relevant performance results could calculate the bonus amount to be paid to the Participant pursuant to such Target Award formula.

Such Target Award shall be established in writing by the Committee no later than 90 days after the beginning of such Performance Period (but no later than the time prescribed by Section 162(m) of the Code or the regulations thereunder in order for the level to be considered pre-established).

4.2 *Payment of Bonus.* As a condition to the right of a Participant to receive any bonus under this Plan, the Committee shall first be required to certify in writing, by resolution of the Committee or other appropriate action, that the performance criteria of the Target Award have been achieved and that the bonus amount of such Target Award has been accurately determined in accordance with the provisions of this Plan. For this purpose, approved minutes of a meeting of the Committee in which the certification is made shall be treated as written certification.

The Committee shall have the right to reduce the amount payable pursuant to a Target Award of a Participant in its sole discretion at any time and for any reason before the bonus is payable to the Participant, based on such criteria as it shall determine. Notwithstanding any contrary provision of this Plan, the Committee may not adjust upwards the amount payable pursuant to a Target Award subject to this Plan, nor may it waive the achievement of the performance criteria established pursuant to this Plan for the applicable Performance Period.

The bonus amount so determined by the Committee shall be paid to the Participant as soon as administratively practical after the amount of the bonus had been determined and documented as provided above. The bonus payable under this Plan shall be the sole bonus payable to each Participant with respect to a Performance Period.

The amount payable pursuant to Target Award may be paid in the form of cash, an award of Restricted Stock or other benefit under the Charter Communications, Inc. Amended and Restated 2009 Stock Incentive Plan, or any other form of payment approved by the Committee; provided that the value of such payments at the time the payment, credit or award is made, does not exceed the dollar amount of the Target Award.

4.3 *Maximum Bonus.* The maximum bonus amount payable to each Participant for any calendar year Performance Period shall be \$10,000,000.

The Committee shall have the power to impose such other restrictions on Target Awards and bonuses subject to this Plan as it may deem necessary or appropriate to ensure that such bonuses satisfy all requirements for "performance-based compensation" within the meaning of Section 162(m) of the Code, the regulations promulgated thereunder, and any successors thereto.

ARTICLE V. RIGHTS OF PARTICIPATION

5.1 *Employment.* Nothing in this Plan will interfere with or limit in any way the right of the Employer to terminate a Participant's employment at any time, nor confer upon any Participant any right to continue in the employ of an Employer.

5.2 *Nontransferability.* No right or interest of any Participant in this Plan will be assignable or transferable or subject to any lien or encumbrance, whether directly or indirectly, by operation of law or otherwise, including without limitation execution, levy, garnishment, attachment, pledge, and bankruptcy.

5.3 *No Funding.* Nothing contained in this Plan and no action taken hereunder will create or be construed to create a trust of any kind, or a fiduciary relationship between the Company and any Participant or beneficiary or any other person. Amounts due under this Plan at any time and from time to time will be paid from the general funds of the Company. To the extent that any person acquires a right to receive payments hereunder, such right shall be that of an unsecured general creditor of the Company.

5.4 *No Rights Prior to Award Approval.* No Participant will have any right to payment of a bonus pursuant to this Plan unless and until it has been determined and approved under Section 4.2.

ARTICLE VI. ADMINISTRATION

6.1 *Administration.* This Plan will be administered by the Committee according to any rules that it may establish from time to time that are not inconsistent with the provisions of the Plan.

6.2 *Expenses of the Plan.* The expenses of administering the Plan will be borne by the Company.

ARTICLE VII. REQUIREMENTS OF LAW

7.1 *Governing Law.* The Plan will be construed in accordance with and governed by the laws of the State of Missouri.

7.2 *Withholding Taxes.* The Company has the right to deduct from all payments under this Plan any Federal, State, or local taxes required by law to be withheld with respect to such payments.

ARTICLE VIII. AMENDMENT AND TERMINATION

8.1 *Amendment and Termination.* The Committee, in its sole and absolute discretion may modify or amend any or all of the provisions of this Plan at any time and from time to time, without notice, and may suspend or terminate it entirely.

ARTICLE IX. SHAREHOLDER APPROVAL

9.1 *Shareholder Approval.* This Plan shall be subject to approval by the affirmative vote of a majority of the shares cast in a separate vote of the shareholders of the Company at the 2011 Annual Meeting of Shareholders, and such shareholder approval shall be a condition to the right of a Participant to receive any bonus hereunder.

The undersigned hereby certifies that this Plan was duly adopted by the Board at its meeting on December 15, 2010.

By: /s/ Richard R. Dykhouse  
Richard R. Dykhouse, Vice President,  
Associate General Counsel and Corporate  
Secretary



