

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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CROWN MEDIA HOLDINGS INC

CIK: [1103837](#) | IRS No.: [841524410](#) | State of Incorporation: **DE** | Fiscal Year End: **1231**
Type: **8-K** | Act: **34** | File No.: [000-30700](#) | Film No.: [13520396](#)
SIC: **4841** Cable & other pay television services

Mailing Address
*12700 VENTURA
BOULEVARD
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Business Address
*12700 VENTURA
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STUDIO CITY CA 91604
818 755-2400*

**UNITED STATES
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**

January 8, 2013

Date of Report (Date of earliest event reported)

CROWN MEDIA HOLDINGS, INC.

(Exact name of Registrant as Specified in Charter)

Delaware

(State or other Jurisdiction of
Incorporation)

000-30700

(Commission File Number)

84-1524410

(IRS Employer Identification
No.)

**12700 Ventura Boulevard
Studio City, California 91604**

(Address of Principal Executive Offices)

(818) 755-2400

Registrant's telephone number, including area code

Check the appropriate box below if the Form 8-K 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 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS;
APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN
OFFICERS**

On January 8, 2013, Crown Media Holdings, Inc. (the "Company") amended an employment agreement it has with Andrew Rooke, Executive Vice President and Chief Financial Officer of the Company. Under the amendment, the term of Mr. Rooke's employment has been extended through December 31, 2014. Additionally, (a) effective March 1, 2013, Mr. Rooke's annual base salary will be increased to \$465,000 and (b) commencing with calendar year 2013, Mr. Rooke's performance bonus target will increase to 50% of his annual base salary earned and long term incentive award target will increase to 50% of his annual base salary.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

A list of exhibits filed herewith is contained on the Exhibit Index, which immediately precedes such exhibits and is incorporated herein by reference.

SIGNATURES

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

CROWN MEDIA HOLDINGS, INC.
(Registrant)

Date January 9, 2013

By: /s/ Charles Stanford

Name: Charles Stanford

Title: Executive Vice President and General Counsel

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EXHIBIT INDEX

Exhibit Number	Description
10.1	Amendment to Employment Agreement, effective as of January 1, 2013, by and between Crown Media Holdings, Inc. and Andrew Rooke.

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Effective January 1, 2013

Mr. Andrew Rooke
[address]

Dear Mr. Rooke:

This will confirm our agreement to amend your employment agreement with Crown Media Holdings, Inc. ("Crown") dated March 7, 2011 (the "Agreement") as follows:

1. The term of the Agreement and your employment by Crown as set forth in Paragraph 2 of the Agreement is extended until December 31, 2014, unless otherwise terminated in accordance with the terms of the Agreement.
2. Effective March 1, 2013, your base salary as set forth in Paragraph 3(a) of the Agreement shall be Four Hundred Sixty Five Thousand Dollars (\$465,000) annually.
3. Commencing with calendar year 2013, (a) your performance bonus target set forth in Paragraph 3(b) of the Agreement shall be 50% of your annual base salary earned and (b) LTI (as defined in the Agreement) target set forth in Paragraph 3(c) shall be 50% of your annual base salary.

Except as amended herein, all other terms of the Agreement will remain in full force and effect.

Very truly yours,
Crown Media Holdings, Inc.

By: /s/ William Abbott
Name: William Abbott
Title: President and Chief Executive Officer

Agreed and Accepted:

/s/ Andrew Rooke
Andrew Rooke
