

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): February 22, 2023



Charter Communications, Inc.  
CCO Holdings, LLC  
CCO Holdings Capital Corp.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

001-33664

001-37789

333-112593-01

(Commission File Number)

84-1496755

86-1067239

20-0257904

(I.R.S. Employer Identification Number)

400 Washington Blvd.

Stamford, Connecticut 06901

(Address of principal executive offices including zip code)

(203) 905-7801

(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 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, \$.001 Par Value	CHTR	NASDAQ Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

*Performance-Vesting Equity Grants*

The Board of Directors (the “Board”) and the Compensation and Benefits Committee of the Board (the “Compensation Committee”) of Charter Communications, Inc. (the “Company”) approved a new 2023 Performance-Based Equity Program (the “2023 Program”) for certain employees of the Company, including certain named executive officers, effective February 22, 2023. The 2023 Program provides for the grant of five-year performance-vesting stock options to purchase shares of the Company’s Class A common stock (the “Performance-Vesting Options”) and five-year performance-vesting restricted stock units (“Performance-Vesting RSUs”) under the Company’s 2019 Stock Incentive Plan, as amended January 28, 2020 and as it may be further amended from time to time.

Participants in the 2023 Program include Christopher L. Winfrey, Richard J. DiGeronimo and Jessica Fischer, as well as certain other Executive Vice Presidents who elected to participate in the 2023 Program, including the Company’s Executive Vice President, Chief Commercial Officer, Adam Ray. Under the 2023 Program, participants received an award with a value equivalent to five times their annual equity grant value less the value of their award in January 2023. Accordingly, Mr. Winfrey received an award valued at approximately \$68 million, Mr. DiGeronimo received an award valued at approximately \$40 million and Ms. Fischer received an award valued at approximately \$22 million. These awards were granted on February 22, 2023 (the “Grant Date”), with 90% of the units in each grant in the form of Performance-Vesting Options and 10% in the form of Performance-Vesting RSUs, which are subject to the following vesting conditions:

Price Hurdle Vesting Requirement	Approximate % of Performance-Vesting Options			Approximate % of Performance-Vesting RSUs		
	Eligible to Vest on or after 3rd Anniversary of the Grant Date	Eligible to Vest on or after 4th Anniversary of the Grant Date	Eligible to Vest on or after 5th Anniversary of the Grant Date	Eligible to Vest on or after 3rd Anniversary of the Grant Date	Eligible to Vest on or after 4th Anniversary of the Grant Date	Eligible to Vest on or after 5th Anniversary of the Grant Date
<b>\$507 or \$564*</b>	6.7 %	6.7 %	6.7 %	— %	— %	— %
<b>\$639</b>	6.7 %	6.7 %	6.7 %	— %	— %	— %
<b>\$798</b>	6.7 %	6.7 %	6.7 %	11.1 %	11.1 %	11.1 %
<b>\$870</b>	6.7 %	6.7 %	6.7 %	11.1 %	11.1 %	11.1 %
<b>\$988</b>	3.3 %	3.3 %	3.3 %	5.6 %	5.6 %	5.6 %
<b>\$1,000</b>	3.3 %	3.3 %	3.3 %	5.6 %	5.6 %	5.6 %

Percentages may not sum to 100% due to rounding.

\*As further described below, the applicable price hurdle vesting requirement is \$507 for Mr. DiGeronimo and Ms. Fischer and \$564 for Mr. Winfrey as to this tranche of Performance-Vesting Options.

*Performance-Vesting Options.* The grants of Performance-Vesting Options to each of Mr. Winfrey, Mr. DiGeronimo and Ms. Fischer were made pursuant to a Performance-Based Stock Option Agreement with the time and price vesting provisions described below, generally subject to the optionee’s continued employment with the Company on each vesting date.

(i) Tranche I Performance Options: As to one-fifth of the total grant of Performance-Vesting Options (the “Tranche I Performance Options”), one-third of the Tranche I Performance Options will be first eligible to vest and become exercisable on each of the third, fourth and fifth anniversaries of the Grant Date (such options which have become so eligible, “Eligible Options,” and options which have not become so eligible, “Non-Eligible Options”). Tranche I Performance Options will vest and become exercisable if and when the Tranche I Measurement Standard (as defined below) is satisfied on or following the anniversary of the Grant Date on which such Tranche I Performance Options first become Eligible Options, but not later than the sixth anniversary of the Grant Date (the “Vesting Eligibility Expiration Date”).

(ii) Tranche II Performance Options: As to one-fifth of the total grant of Performance-Vesting Options (the “Tranche II Performance Options”), one-third of the Tranche II Performance Options will first become Eligible Options on each of the third, fourth and fifth anniversaries of the Grant Date. Tranche II Performance Options will vest and become exercisable if and when the Tranche II Measurement Standard (as defined below) is satisfied on or following the anniversary of the Grant Date on which such Tranche II Performance Options first become Eligible Options, but not later than the Vesting Eligibility Expiration Date.

(iii) Tranche III Performance Options: As to one-fifth of the total grant of Performance-Vesting Options (the “Tranche III Performance Options”), one-third of the Tranche III Performance Options will first become Eligible Options on

each of the third, fourth and fifth anniversaries of the Grant Date. The Tranche III Performance Options will vest and become exercisable if and when the Tranche III Measurement Standard (as defined below) is satisfied on or following the anniversary of the Grant Date on which such Tranche III Performance Options first become Eligible Options, but not later than the Vesting Eligibility Expiration Date.

(iv) Tranche IV Performance Options: As to one-fifth of the total grant of Performance-Vesting Options (the “Tranche IV Performance Options”), one-third of the Tranche IV Performance Options will first become Eligible Options on each of the third, fourth and fifth anniversaries of the Grant Date. The Tranche IV Performance Options will vest and become exercisable if and when the Tranche IV Measurement Standard (as defined below) is satisfied on or following the anniversary of the Grant Date on which such Tranche IV Performance Options first become Eligible Options, but not later than the Vesting Eligibility Expiration Date.

(v) Tranche V Performance Options: As to one-tenth of the total grant of Performance-Vesting Options (the “Tranche V Performance Options”), one-third of the Tranche V Performance Options will first become Eligible Options on each of the third, fourth and fifth anniversaries of the Grant Date. The Tranche V Performance Options will vest and become exercisable if and when the Tranche V Measurement Standard (as defined below) is satisfied on or following the anniversary of the Grant Date on which such Tranche V Performance Options first become Eligible Options, but not later than the Vesting Eligibility Expiration Date.

(vi) Tranche VI Performance Options: As to one-tenth of the total grant of Performance-Vesting Options (the “Tranche VI Performance Options”), one-third of the Tranche VI Performance Options will first become Eligible Options on each of third, fourth and fifth anniversaries of the Grant Date. The Tranche VI Performance Options will vest and become exercisable if and when the Tranche VI Measurement Standard (as defined below) is satisfied on or following the anniversary of the Grant Date on which such Tranche VI Performance Options first become Eligible Options, but not later than the Vesting Eligibility Expiration Date.

With respect to the Performance-Vesting Options, the “Tranche I Measurement Standard,” “Tranche II Measurement Standard,” “Tranche III Measurement Standard,” “Tranche IV Measurement Standard,” “Tranche V Measurement Standard” and “Tranche VI Measurement Standard” (each, a “Measurement Standard”) mean achievement of an average of the per-share closing price of a share of the Company’s Class A common stock as reported on the principal exchange on which the shares are listed for trading for any 60 consecutive trading days commencing on or after the 60th trading day prior to the applicable anniversary of the Grant Date on which the options become Eligible Options, and ending not later than the Vesting Eligibility Expiration Date, of (A) \$507 (for Mr. DiGeronimo and Ms. Fischer) or \$564 (for Mr. Winfrey) as to the Tranche I Performance Options, (B) \$639 as to the Tranche II Performance Options, (C) \$798 as to the Tranche III Performance Options, (D) \$870 as to the Tranche IV Performance Options, (E) \$988 as to the Tranche V Performance Options, and (F) \$1,000 as to the Tranche VI Performance Options. For Mr. Winfrey, who participated in the similar performance-based program in 2016, the Tranche I Measurement Standard of \$564 is equivalent to the highest stock price hurdle under the 2016 awards.

All the Performance-Vesting Options have a 10-year term to exercise. The exercise price for the Performance-Vesting Options is \$380.53, which is the average of the high and low price of the Company’s Class A common stock on NASDAQ on the Grant Date.

*Performance-Vesting RSUs.* The grants of Performance-Vesting RSUs to each of Mr. Winfrey, Mr. DiGeronimo and Ms. Fischer were made pursuant to a Performance-Based RSU Agreement pursuant to which the grantee may receive one share of the Company’s Class A common stock for each Performance-Vesting RSU upon vesting with the time and price vesting provisions described below, generally subject to the grantee’s continued employment with the Company on each vesting date.

(i) Tranche I Performance RSUs: As to one-third of the total RSUs (the “Tranche I Performance RSUs”), one-third of the Tranche I Performance RSUs will be first eligible to vest on each of the third, fourth and fifth anniversaries of the Grant Date (such RSUs which have become so eligible, “Eligible RSUs,” and RSUs which have not become so eligible, “Non-Eligible RSUs”). Tranche I Performance RSUs will vest if and when the Tranche I RSU Measurement Standard (as defined below) is satisfied on or following the anniversary of the Grant Date on which such Tranche I Performance RSUs first become Eligible RSUs, but not later than the Vesting Eligibility Expiration Date.

(ii) Tranche II Performance RSUs: As to one-third of the total RSUs (the “Tranche II Performance RSUs”), one-third of the Tranche II Performance RSUs will first become Eligible RSUs on each of the third, fourth and fifth anniversaries of the Grant Date. The Tranche II Performance RSUs will vest if and when the Tranche II RSU Measurement Standard (as defined below) is satisfied on or following the anniversary of the Grant Date on which such Tranche II Performance RSUs first become Eligible RSUs, but not later than the Vesting Eligibility Expiration Date.

(iii) Tranche III Performance RSUs: As to one-sixth of the total RSUs (the “Tranche III Performance RSUs”), one-third of the Tranche III Performance RSUs will first become Eligible RSUs on each of the third, fourth and fifth anniversaries of the Grant Date. The Tranche III Performance RSUs will vest if and when the Tranche III RSU Measurement Standard (as defined below) is satisfied on or following the anniversary of the Grant Date on which such Tranche III Performance RSUs first become Eligible RSUs, but not later than the Vesting Eligibility Expiration Date.

(iv) Tranche IV Performance RSUs: As to one-sixth of the total RSUs (the “Tranche IV Performance RSUs”), one-third of the Tranche IV Performance RSUs will first become Eligible RSUs on each of the third, fourth and fifth anniversaries of the Grant Date. The Tranche IV Performance RSUs will vest if and when the Tranche IV RSU Measurement Standard (as defined below) is satisfied on or following the anniversary of the Grant Date on which such Tranche IV Performance RSUs first become Eligible RSUs, but not later than the Vesting Eligibility Expiration Date.

With respect to the Performance-Vesting RSUs, the “Tranche I RSU Measurement Standard,” “Tranche II RSU Measurement Standard,” “Tranche III RSU Measurement Standard” and “Tranche IV RSU Measurement Standard” (each, a “RSU Measurement Standard”) mean achievement of an average of the per-share closing price of a Share as reported on the principal exchange on which the Shares are listed for trading for any 60 consecutive trading days commencing on or after the 60th trading day prior to the applicable anniversary of the Grant Date on which the RSUs first become Eligible RSUs, and ending not later than the Vesting Eligibility Expiration Date, of (A) \$798 as to the Tranche I Performance RSUs, (B) \$870 as to the Tranche II Performance RSUs, (C) \$988 as to the Tranche III Performance RSUs and (D) \$1,000 as to the Tranche IV Performance RSUs. Any RSUs that remain unvested on the Vesting Eligibility Expiration Date will be forfeited and cancelled for no consideration.

*Treatment upon a Change in Control.* Upon a change in control, the applicable Measurement Standard as to each unvested option or RSU will be deemed satisfied if attained in connection with such change in control based solely on the highest price per share paid, or the value attributable to each share, in such change in control. Unvested options or RSUs as to which the applicable Measurement Standard is deemed attained in accordance with the change in control are referred to as “CIC Eligible Awards,” and any CIC Eligible Awards which were Eligible Options or Eligible RSUs at the time of the applicable change in control will vest (and, in the case of options, become exercisable) immediately prior to the change in control. If, following the change in control, the Performance-Vesting Options and Performance-Vesting RSUs continue to relate to publicly traded securities, (A) any CIC Eligible Awards which were Non-Eligible Options or Non-Eligible RSUs at the time of the change in control will vest (and, in the case of options, become exercisable) upon the date on which such options would have first become Eligible Options had the change in control not occurred, (B) options and RSUs that were Eligible Options and Eligible RSUs, respectively, at the time of the change in control but that did not become CIC Eligible Awards will vest if and when the applicable Measurement Standard is satisfied on or following the change in control, but not later than the Vesting Eligibility Expiration Date, and (C) any Non-Eligible Options or Non-Eligible RSUs which were not CIC Eligible Awards at the time of the change in control will become Eligible Options or Eligible RSUs on the applicable anniversary of the Grant Date on which the options and RSUs would have become Eligible Options and Eligible RSUs, respectively, and vest if and when the applicable Measurement Standard is satisfied on or following the anniversary of the Grant Date on which the options first become Eligible Options or the RSUs first became Eligible RSUs, but not later than the Vesting Eligibility Expiration Date. If, following the change in control, the Performance-Vesting Options and Performance-Vesting RSUs would not relate to publicly traded equity securities, the CIC Eligible Awards which were Non-Eligible Options or Non-Eligible RSUs at the time of the change in control will become vested (and, in the case of options, exercisable) immediately prior to the change in control, and unless otherwise determined by the Compensation Committee at the time of a change in control, all unvested options and unvested RSUs which do not become CIC Eligible Awards will be canceled and forfeited for no consideration.

*Treatment upon a Termination of Employment.* Any termination of employment of the applicable grantee other than by the Company without cause, by the grantee for good reason, or due to the grantee’s death or disability will result in all unvested options or RSUs following a change in control being forfeited. If the grantee’s employment is terminated by the Company without cause, by the grantee for good reason or due to death or disability on or within 30 days prior to a change in control, all CIC Eligible Awards will immediately vest upon the change in control, and if such termination occurs at any time following a change in control, all unvested CIC Eligible Awards and any unvested options or RSUs that have met any applicable Measurement Standard for any 60 consecutive trading days ending on the date of termination will immediately vest (and, in the case of options, become exercisable).

In addition, if Mr. Winfrey’s employment with the Company terminates upon the expiration of the term of the Winfrey Employment Agreement (as defined below) because the Company did not renew the term of such agreement, then Mr. Winfrey’s (A) unvested options and RSUs which were Eligible Options or Eligible RSUs on the date of expiration of the term of the Winfrey Employment Agreement and (B) unvested options and RSUs which were Non-Eligible Options or Non-Eligible

RSUs and would have first become Eligible Options or Eligible RSUs, respectively, from the date of expiration of the term of the Winfrey Employment Agreement through the second anniversary thereof, will, in each case, remain outstanding and eligible to vest until the second anniversary of the expiration of the term of the Winfrey Employment Agreement, but not later than the Vesting Eligibility Expiration Date. Any Non-Eligible Options or Non-Eligible RSUs that do not become Eligible Options or Eligible RSUs in accordance with the preceding sentence will be forfeited and cancelled for no consideration.

Except as set forth above, a termination of employment for any reason will not result in the vesting of any awards except in the case of death or disability. In the case of death or disability, awards that have met any applicable Measurement Standard for any 60 consecutive trading days ending on the date of such event will immediately vest (and, in the case of options, become exercisable). A termination of employment for cause results in vested and unvested Performance-Vesting Options as well as unvested Performance-Vesting RSUs being canceled.

The foregoing descriptions of the Performance-Based Stock Option Agreement and the Performance-Based RSU Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of each agreement, the forms of which are filed herewith as Exhibits 10.1 and 10.2, respectively.

In connection with the adoption of the 2023 Program, the Board and the Compensation Committee also approved amendments to the employment agreements for Mr. Winfrey and Mr. DiGeronimo, respectively, each as described below.

#### *Employment Agreement Amendment for Mr. Winfrey*

On February 22, 2023, the Company and Christopher L. Winfrey, President and Chief Executive Officer of the Company, entered into an employment agreement amendment (the "Winfrey Amendment") to amend the Amended and Restated Employment Agreement by and between Mr. Winfrey and the Company, dated as of September 20, 2022 (the "Winfrey Employment Agreement"). Pursuant to the Winfrey Amendment, references to future annual equity grants to be provided to Mr. Winfrey were removed from the Winfrey Employment Agreement, and the Performance-Vesting Options and Performance-Vesting RSUs granted to Mr. Winfrey on the Grant Date were excluded from Section 12(i) (relating to the treatment of certain equity incentive awards upon termination of employment) of the Winfrey Employment Agreement.

The foregoing description of the Winfrey Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Winfrey Amendment, a copy of which is filed herewith as Exhibit 10.3.

#### *Employment Agreement Amendment for Mr. DiGeronimo*

On February 22, 2023, the Company and Richard J. DiGeronimo, President, Product and Technology of the Company, entered into an employment agreement amendment (the "DiGeronimo Amendment") to amend the Employment Agreement by and between Mr. DiGeronimo and the Company, dated as of September 20, 2022 (the "DiGeronimo Employment Agreement"). Pursuant to the DiGeronimo Amendment, references to future annual equity grants to be provided to Mr. DiGeronimo were removed from the DiGeronimo Employment Agreement, and the Performance-Vesting Options and Performance-Vesting RSUs granted to Mr. DiGeronimo on the Grant Date were excluded from Section 12(e)(B) and (C) (relating to the treatment of certain equity incentive awards upon termination of employment) of the DiGeronimo Employment Agreement.

The foregoing description of the DiGeronimo Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the DiGeronimo Amendment, a copy of which is filed herewith as Exhibit 10.4.

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

<b>Exhibit Number</b>	<b>Description</b>
10.1	<a href="#">Form of Performance-Vesting Stock Option Agreement.</a>
10.2	<a href="#">Form of Performance-Vesting Restricted Stock Unit Agreement.</a>
10.3	<a href="#">Amendment to Amended and Restated Employment Agreement dated as of February 22, 2023 by and between Charter Communications Inc. and Christopher L. Winfrey.</a>
10.4	<a href="#">Amendment to Employment Agreement dated as of February 22, 2023 by and between Charter Communications Inc. and Richard J. DiGeronimo.</a>
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, each of Charter Communications, Inc., CCO Holdings, LLC and CCO Holdings Capital Corp. has duly caused this Current Report to be signed on its behalf by the undersigned hereunto duly authorized.

CHARTER COMMUNICATIONS, INC.,  
Registrant

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

Date: February 24, 2023

CCO Holdings, LLC  
Registrant

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

Date: February 24, 2023

CCO Holdings Capital Corp.  
Registrant

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

Date: February 24, 2023

**PERFORMANCE-VESTING NONQUALIFIED STOCK OPTION AGREEMENT**

THIS AGREEMENT is made as of <Grant Date> (the “Grant Date”), between Charter Communications, Inc., a Delaware corporation (the “Company”), and <Participant Name> (the “Optionee”).

Unless otherwise defined herein, terms defined in the Charter Communications, Inc. 2019 Stock Incentive Plan, as amended January 28, 2020 and as it may be further amended from time to time (the “Plan”), shall have the same defined meanings in this Performance-Vesting Nonqualified Stock Option Agreement (the “Agreement”).

The undersigned Optionee has been granted an Option to purchase Shares of Class A common stock of the Company (“Shares”), subject to the terms and conditions of the Plan and this Agreement, as follows:

Vesting Schedule:	As provided in Section 4 of the Agreement.
Exercise Price per Share:	\$<Grant Price>
Total Number of Shares under Option:	<Number of Awards Granted>
Exercise Expiration Date:	<Expiration Date>

*(Such information as to exercise price, total number of options and exercise expiration date are also shown on the Optionee’s on-line grant account.)*

Charter Communications, Inc.

---

Paul Marchand, Executive Vice President,  
Chief Human Resources Officer

I, the undersigned, agree to this grant of an Option to purchase Shares of the Company, acknowledge that this grant is subject to the terms and conditions of the Plan and this Agreement, and have read and understand the terms and conditions set forth in Sections 1 through 26 of this Agreement. I further acknowledge receipt of the Plan and the prospectus for the Plan and consent to receive any and all communications, updates and amendments to the Plan or the prospectus, in the Company’s discretion, by electronic delivery through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

---

Optionee

1. Grant of Option.

(a) The Company hereby grants to the Optionee the right and option (the “Option”) to purchase all or any part of the Total Number of Shares under Option set forth above, subject to, and in accordance with, the terms and conditions set forth in this Agreement.

(b) The Option is not intended to qualify as an incentive stock option within the meaning of Section 422 of the Code.

(c) This Agreement shall be construed in accordance and consistent with, and subject to, the provisions of the Plan (the provisions of which are incorporated herein by reference) and, except as otherwise expressly set forth herein, the capitalized terms used in this Agreement shall have the same definitions as set forth in the Plan. For purposes of this Agreement, the term “Employment Agreement” means the employment agreement by and between the Optionee and the Company, in effect as of the date hereof, as it may be amended, restated or replaced following the Grant Date. For the avoidance of doubt, any references to sections of the Employment Agreement contained herein mean the version of the Employment Agreement as in effect on the date hereof or, if the Employment Agreement is amended, restated or replaced following the Grant Date, the corresponding successor provision thereof.

2. Purchase Price.

The price at which the Optionee shall be entitled to purchase Shares upon the exercise of the Option shall be the Exercise Price per Share set forth above.

3. Duration of Option.

The Option shall be exercisable to the extent and in the manner provided herein through the Exercise Expiration Date set forth above.

4. Vesting of Option.

(a) Normal Vesting. Unless otherwise provided under this Agreement (specifically including but not limited to Section 4(b) and Section 4(c)), the Option granted hereunder shall vest as follows, subject to the Optionee’s continued service with the Company or its Subsidiaries through the applicable vesting time stated below:

(i) Tranche I Performance Options: As to \_\_\_\_\_ of the Options (the “Tranche I Performance Options”), one-third shall be first eligible to vest and become exercisable on each of the third, fourth and fifth anniversaries of the Grant Date (*i.e.*, [\_\_\_\_\_ Tranche I Performance Options on each of the third, fourth and fifth anniversaries of the Grant Date] [\_\_\_\_\_ Tranche I Performance Options on each of the third and fourth anniversaries of the Grant Date and \_\_\_\_\_ Tranche I Performance Options on the fifth anniversary of the Grant Date]<sup>1</sup>) (such Options which have become so eligible, “Eligible Options,” and Options which have not become so eligible, “Non-Eligible Options”). Tranche I

<sup>1</sup> First alternative if the number is divisible by three, second alternative if not.



Performance Options shall vest and become exercisable if and when the “Tranche I Measurement Standard” (as defined below) is satisfied on or following the anniversary of the Grant Date on which such Tranche I Performance Options first become Eligible Options, but not later than the sixth anniversary of the Grant Date (the “Vesting Eligibility Expiration Date”). By way of example, the second group of \_\_\_\_\_ Tranche I Performance Options shall vest and become exercisable if and when the Tranche I Measurement Standard is satisfied on or following the fourth anniversary of the Grant Date and prior to the Vesting Eligibility Expiration Date.

(ii) Tranche II Performance Options: As to \_\_\_\_\_ of the Options (the “Tranche II Performance Options”), one-third shall first become Eligible Options on each of the third, fourth and fifth anniversaries of the Grant Date (*i.e.*, [\_\_\_\_\_ Tranche II Performance Options on each of the third, fourth and fifth anniversaries of the Grant Date] [\_\_\_\_\_ Tranche II Performance Options on each of the third and fourth anniversaries of the Grant Date and \_\_\_\_\_ Tranche II Performance Options on the fifth anniversary of the Grant Date]<sup>2</sup>). Tranche II Performance Options shall vest and become exercisable if and when the “Tranche II Measurement Standard” (as defined below) is satisfied on or following the anniversary of the Grant Date on which such Tranche II Performance Options first become Eligible Options, but not later than the Vesting Eligibility Expiration Date. By way of example, the third group of \_\_\_\_\_ Tranche II Performance Options shall vest and become exercisable if and when the Tranche II Measurement Standard is satisfied on or following the fifth anniversary of the Grant Date and prior to the Vesting Eligibility Expiration Date.

(iii) Tranche III Performance Options: As to \_\_\_\_\_ of the Options (the “Tranche III Performance Options”), one-third shall first become Eligible Options on each of the third, fourth and fifth anniversaries of the Grant Date (*i.e.*, [\_\_\_\_\_ Tranche III Performance Options on each of the third, fourth and fifth anniversaries of the Grant Date] [\_\_\_\_\_ Tranche III Performance Options on each of the third and fourth anniversaries of the Grant Date and \_\_\_\_\_ Tranche III Performance Options on the fifth anniversary of the Grant Date]<sup>3</sup>). The Tranche III Performance Options shall vest and become exercisable if and when the “Tranche III Measurement Standard” (as defined below) is satisfied on or following the anniversary of the Grant Date on which such Tranche III Performance Options first become Eligible Options, but not later than the Vesting Eligibility Expiration Date. By way of example, the first group of \_\_\_\_\_ Tranche III Performance Options shall vest and become exercisable if and when the Tranche III Measurement Standard is satisfied on or following the third anniversary of the Grant Date and prior to the Vesting Eligibility Expiration Date.

(iv) Tranche IV Performance Options: As to \_\_\_\_\_ of the Options (the “Tranche IV Performance Options”), one-third shall first become Eligible Options on each of the third, fourth and fifth anniversaries of the Grant Date (*i.e.*, [\_\_\_\_\_ Tranche IV Performance Options on each of the third, fourth and fifth anniversaries of the Grant Date] [\_\_\_\_\_ Tranche IV Performance Options on each of the third and fourth anniversaries of the Grant Date and \_\_\_\_\_ Tranche IV Performance Options on the fifth anniversary of the Grant Date]<sup>4</sup>). The Tranche IV Performance Options shall vest and become exercisable if and when the “Tranche IV Measurement Standard” (as defined below) is satisfied on or following the anniversary of the Grant Date on which such Tranche IV Performance Options first become

<sup>2</sup> First alternative if the number is divisible by three, second alternative if not.

<sup>3</sup> First alternative if the number is divisible by three, second alternative if not.

<sup>4</sup> First alternative if the number is divisible by three, second alternative if not.

Eligible Options, but not later than the Vesting Eligibility Expiration Date. By way of example, the third group of \_\_\_\_\_ Tranche IV Performance Options shall vest and become exercisable if and when the Tranche IV Measurement Standard is satisfied on or following the fifth anniversary of the Grant Date and prior to the Vesting Eligibility Expiration Date.

(v) Tranche V Performance Options: As to \_\_\_\_\_ of the Options (the “Tranche V Performance Options”), one-third shall first become Eligible Options on each of third, fourth and fifth anniversaries of the Grant Date (*i.e.*, [\_\_\_\_\_ Tranche V Performance Options on each of the third, fourth and fifth anniversaries of the Grant Date] [\_\_\_\_\_ Tranche V Performance Options on each of the third and fourth anniversaries of the Grant Date and \_\_\_\_\_ Tranche V Performance Options on the fifth anniversary of the Grant Date]<sup>5</sup>). The Tranche V Performance Options shall vest and become exercisable if and when the “Tranche V Measurement Standard” (as defined below) is satisfied on or following the anniversary of the Grant Date on which such Tranche V Performance Options first become Eligible Options, but not later than the Vesting Eligibility Expiration Date. By way of example, the second group of \_\_\_\_\_ Tranche V Performance Options shall vest and become exercisable if and when the Tranche V Measurement Standard is satisfied on or following the fourth anniversary of the Grant Date and prior to the Vesting Eligibility Expiration Date.

(vi) Tranche VI Performance Options: As to \_\_\_\_\_ of the Options (the “Tranche VI Performance Options”), one-third shall first become Eligible Options on each of third, fourth and fifth anniversaries of the Grant Date (*i.e.*, [\_\_\_\_\_ Tranche VI Performance Options on each of the third, fourth and fifth anniversaries of the Grant Date] [\_\_\_\_\_ Tranche VI Performance Options on each of the third and fourth anniversaries of the Grant Date and \_\_\_\_\_ Tranche VI Performance Options on the fifth anniversary of the Grant Date]<sup>6</sup>). The Tranche VI Performance Options shall vest and become exercisable if and when the “Tranche VI Measurement Standard” (as defined below) is satisfied on or following the anniversary of the Grant Date on which such Tranche VI Performance Options first become Eligible Options, but not later than the Vesting Eligibility Expiration Date. By way of example, the \_\_\_\_\_ group of \_\_\_\_\_ Tranche VI Performance Options shall vest and become exercisable if and when the Tranche VI Measurement Standard is satisfied on or following the \_\_\_\_\_ anniversary of the Grant Date and prior to the Vesting Eligibility Expiration Date.

For purposes of this Agreement:

“Tranche I Measurement Standard,” “Tranche II Measurement Standard,” “Tranche III Measurement Standard,” “Tranche IV Measurement Standard,” “Tranche V Measurement Standard” and “Tranche VI Measurement Standard” (each, a “Measurement Standard”) shall mean achievement of an average of the per-share closing price of a Share as reported on the principal exchange on which the Shares are listed for trading for any sixty (60) consecutive trading days commencing on or after the 60<sup>th</sup> trading day prior to the applicable anniversary of the Grant Date on which the Options become Eligible Options, and ending not later than the Vesting Eligibility Expiration Date, of (A) \$[507.00]<sup>7</sup>[564.00]<sup>8</sup> as to the Tranche I Performance Options, (B) \$639.00 as to the Tranche II Performance Options, (C) \$798.00 as to the Tranche III Performance Options, (D) \$870.00 as to the Tranche IV Performance Options, (E) \$988.00 as to

<sup>5</sup> First alternative if the number is divisible by three, second alternative if not.

<sup>6</sup> First alternative if the number is divisible by three, second alternative if not.

<sup>7</sup> For executives other than those who received a five-year award in 2016.

<sup>8</sup> For executives who received a five-year award in 2016.

the Tranche V Performance Options, and (F) \$1,000.00 as to the Tranche VI Performance Options. By way of example, the Tranche I Measurement Standard for the second group of \_\_\_\_\_ Tranche I Performance Options is the achievement of an average closing price of a Share of \$\_\_\_\_ or greater for any consecutive 60-trading day period commencing on or following the 60<sup>th</sup> trading day prior to the fourth anniversary of the Grant Date, and ending not later than the sixth anniversary of the Grant Date. In the event of a Change in Capitalization (as defined in the Plan), an Extraordinary Distribution (as defined in Section 8(b)) or a Transaction (as defined in Section 9), the foregoing Measurement Standards shall be subject to such equitable adjustments as may be determined by the Committee in accordance with the Plan and in a manner no less favorable to the Optionee than those applicable to awards vesting on the basis of the Company's stock price then held by other Company employees.

In addition, there shall be no proportionate or partial vesting in the periods prior to the applicable stock price thresholds being achieved as provided above, and all vesting shall occur only at such time as the applicable stock price thresholds have been achieved in accordance with the foregoing. Each right of purchase shall be cumulative and shall continue, unless sooner exercised or terminated as herein provided, through the Exercise Expiration Date. Notwithstanding any fractional number of Shares resulting from the application of the foregoing percentages or vesting provisions below, the Option shall only be exercisable with respect to a whole number of Shares.

(b) Effect of a Change in Control.

(i) For purposes of this Agreement, the term "Change in Control" shall have the meaning set forth in the Employment Agreement for "Change in Control" (or words of like import).

(ii) Upon a Change in Control following the Grant Date, the applicable Measurement Standard as to each unvested Option (whether an Eligible Option or a Non-Eligible Option) shall be deemed satisfied if attained in connection with such Change in Control based solely on the highest price per Share paid for the Shares in such Change in Control (or the value attributable to each Share, in the case of a Change in Control that is not a stock sale) (the "Per-Share Consideration"). Unvested Options as to which the applicable Measurement Standard is deemed attained in accordance with the preceding sentence are referred to herein as "CIC Eligible Options."

(iii) Any CIC Eligible Options which were Eligible Options at the time of the applicable Change in Control shall become vested and exercisable as of immediately prior to the consummation of the Change in Control.

(iv) Subject to the Optionee's continued service with the Company or its Subsidiaries through the applicable vesting time specified below and Section 4(c), and provided that, following the Change in Control, the Options relate to publicly traded equity securities of either the Company or a successor, acquirer or Affiliate thereof, (A) CIC Eligible Options which were Non-Eligible Options at the time of the applicable Change in Control shall

vest and become exercisable upon the date on which such Options would have first become Eligible Options had the applicable Change in Control not occurred, (B) Options that were Eligible Options at the time of the applicable Change in Control but that did not become CIC Eligible Options in connection with such Change in Control shall vest if and when the applicable Measurement Standard is satisfied on or following the Change in Control, but not later than the Vesting Eligibility Expiration Date, and (C) any Non-Eligible Options which were not CIC Eligible Options at the time of the applicable Change in Control shall become Eligible Options on the applicable anniversary of the Grant Date as set forth in Section 4(a) and shall vest if and when the applicable Measurement Standard is satisfied on or following the anniversary of the Grant Date on which such Non-Eligible Options first become Eligible Options, but not later than the Vesting Eligibility Expiration Date.

(v) If, following the Change in Control, the Options would not relate to publicly traded equity securities of either the Company or a successor, acquirer or Affiliate thereof, the CIC Eligible Options which were Non-Eligible Options at the time of the applicable Change in Control shall become vested and exercisable as of immediately prior to the consummation of the applicable Change in Control, and unless otherwise determined by the Committee at the time of a Change in Control, all unvested Options which do not become CIC Eligible Options upon such Change in Control shall be canceled and forfeited for no consideration upon such Change in Control.

(c) Certain Terminations. Notwithstanding anything to the contrary set forth in the Employment Agreement, the Plan or this Agreement, upon the termination of employment of the Optionee:

(i) for any reason, except as contemplated by Sections 4(c)(ii) or 4(c)(iii), all unvested Options shall be cancelled and forfeited as of the date of the Optionee's termination of employment (the "Date of Termination");

(ii) by the Company without Cause, by the Optionee for Good Reason (as defined in the Employment Agreement), or due to the Optionee's death or Disability (as defined in the Employment Agreement), (x) on or within thirty (30) days prior to a Change in Control, all CIC Eligible Options shall immediately vest upon the Change in Control, or (y) at any time following, a Change in Control, all unvested CIC Eligible Options and any unvested Options that have met any applicable Measurement Standard based on the average of the per-share closing price of a Share as reported on the principal exchange on which the Shares are listed for trading for any sixty (60) consecutive trading days ending on the Date of Termination shall immediately vest and become exercisable; or

(iii) as a result of the Optionee's death or Disability more than thirty (30) days prior to a Change in Control, all unvested Options that have met any applicable Measurement Standard based on the average of the per-share closing price of a Share as reported on the principal exchange on which the Shares are listed for trading for any sixty (60) consecutive trading days ending on the Date of Termination shall immediately vest and become exercisable.

(d) Examples.

(i) Termination Example. The Optionee is terminated by the Company without Cause on \_\_\_\_\_ (the Date of Termination). No Options have become Eligible Options on the Date of Termination because the Date of Termination is prior to the third anniversary of the Grant Date, and therefore no Options are vested on the Date of Termination. All Options are cancelled and forfeited upon termination of employment.

(ii) Change in Control Example. A Change in Control is completed on \_\_\_\_\_ at a Per-Share Consideration of \$\_\_\_\_ following which the Options relate to publicly traded equity securities of either the Company or a successor, acquirer or Affiliate thereof. No Options have become Eligible Options prior to the Change in Control because the Change in Control occurs prior to the third anniversary of the Grant Date, and therefore no Options are vested at the time of the Change in Control. All \_\_\_\_\_ of the Tranche I Performance Options, all \_\_\_\_\_ of the Tranche II Performance Options and all \_\_\_\_\_ of the Tranche III Performance Options become CIC Eligible Options at the time of the Change in Control. All \_\_\_\_\_ of the Tranche IV Performance Options, all \_\_\_\_\_ of the Tranche V Performance Options and all \_\_\_\_\_ of the Tranche VI Performance Options remain outstanding and eligible to become Eligible Options. If the Optionee continues to remain employed following the Change in Control, (A) each of the CIC Eligible Options shall become vested and exercisable when they would have become Eligible Options had the Change in Control not occurred (*i.e.*, one-third (\_\_\_\_ or \_\_\_\_\_, as applicable) of the Options in each of the Tranches on each of the third, fourth and fifth anniversaries of the Grant Date), and (B) each of the Non-Eligible Options that did not become CIC Eligible Options shall remain eligible to become Eligible Options on the applicable anniversary of the Grant Date as set forth in Section 4(a) (*i.e.*, one-third of the Tranche IV Performance Options, Tranche V Performance Options and Tranche VI Performance Options on each of the third anniversary (\_\_\_\_ Tranche IV Performance Options, \_\_\_\_\_ Tranche V Performance Options and \_\_\_\_\_ Tranche VI Performance Options), fourth anniversary (\_\_\_\_ Tranche IV Performance Options, \_\_\_\_\_ Tranche V Performance Options and \_\_\_\_\_ Tranche VI Performance Options) and fifth anniversary (\_\_\_\_ Tranche IV Performance Options, \_\_\_\_\_ Tranche V Performance Options and \_\_\_\_\_ Tranche VI Performance Options) of the Grant Date) and eligible to vest if and when the applicable Measurement Standard (as may be adjusted by the Committee in connection with the Change in Control) is satisfied on or following the anniversary of the Grant Date on which such Options first become Eligible Options, but not later than the Vesting Eligibility Expiration Date. If the Optionee is terminated by the Company without Cause, resigns with Good Reason, or dies or becomes disabled, any remaining unvested CIC Eligible Options shall become vested and exercisable on the Date of Termination and all other Options that have not become vested shall be cancelled and forfeited.

(e) Committee Discretion to Accelerate Vesting. Notwithstanding the foregoing, the Committee may, in its sole discretion, provide for accelerated vesting of all or any portion of the Option at any time and for any reason.

5. Manner of Exercise and Payment.

(a) For purposes of this Agreement, the term “Exercise and Net Shares” shall mean the exercise of an Option where, upon receipt of notice of exercise, the Company shall transfer to the Optionee the number of Shares as to which such exercise was effective, less a number of Shares having a Fair Market Value on the date of exercise equal to the sum of: (i) the full purchase price for the Shares in respect of which the Option is being exercised and (ii) Withholding Taxes due. Subject to the terms and conditions of this Agreement and the Plan, the vested portion of the Option may be exercised only through an Exercise and Net Shares transaction or in such other manner as may be permitted by the Committee in its discretion, by delivery of written notice in person, electronically or by mail to the Plan Administrator (or his or her designee). Such notice shall state that the Optionee is electing to exercise the Option and the number of Shares in respect of which the Option is being exercised and shall be signed by the person or persons exercising the Option. If requested by the Committee, such person or persons shall: (i) deliver this Agreement to the Plan Administrator (or his or her designee) who shall endorse thereon a notation of such exercise, and (ii) provide satisfactory proof as to the right of such person or persons to exercise the Option.

(b) In the event the Committee permits an exercise other than an Exercise and Net Shares transaction, the notice of exercise described in Section 5(a) hereof shall be accompanied by: (a) the full purchase price for the Shares in respect of which the Option is being exercised, in cash, by check, by transferring Shares to the Company having a Fair Market Value on the date of exercise equal to the cash amount for which such Shares are substituted, or in such other manner as may be permitted by the Committee in its discretion, and (b) payment of the Withholding Taxes as provided by Section 10 of this Agreement, and in the manner as may be permitted by the Committee its discretion pursuant to Section 10 of this Agreement.

(c) Upon receipt of notice of exercise and full payment for the Shares in respect of which the Option is being exercised, the Company shall, subject to the terms of the Plan, take such action as may be necessary to effect the transfer to the Optionee of the number of Shares as to which such exercise was effective.

(d) Except as otherwise provided in Section 10, the Optionee shall not be deemed to be the holder of, or to have any of the rights of a holder with respect to any Shares subject to the Option until: (i) the Option shall have been exercised pursuant to the terms of this Agreement and the Optionee shall have paid the full purchase price for the number of Shares in respect of which the Option was exercised, (ii) the Company shall have issued and delivered the Shares to the Optionee, and (iii) the Optionee’s name shall have been entered as a stockholder of record on the books of the Company, whereupon the Optionee shall have full voting and other ownership rights with respect to such Shares.

6. Exercisability upon Termination of Employment. If the employment of the Optionee is terminated:

(a) by the Company for Cause, the entire Option (whether or not vested) shall terminate effective immediately prior to the Optionee's termination of employment;

(b) other than as described in the immediately following paragraphs (c) through (f) for any reason other than a termination by the Company for Cause, the portion of the Option which is vested on the Date of Termination shall continue to be exercisable in whole or in part at any time, until the earlier of (i) six (6) months after the Date of Termination and (ii) the Exercise Expiration Date;

(c) by the Company without Cause or by the Optionee with Good Reason at any time, the portion of the Option which is vested on the Date of Termination shall continue to be exercisable in whole or in part at any time, until the earlier of (i) twelve (12) months after the Date of Termination and (ii) the Exercise Expiration Date;

(d) as a result of the Optionee's Retirement at any time, the portion of the Option which is vested on the Date of Termination shall continue to be exercisable in whole or in part at any time, until the earlier of (i) thirty-six (36) months after the Date of Termination and (ii) the Exercise Expiration Date. For purposes of this Agreement, the term "Retirement" means a termination of employment with the Company (A) after age fifty-five (55), (B) following five (5) or more Years of Service, and (C) with the sum of the employee's age and Years of Service equaling seventy (70) or more; provided, that subsection (B) of this definition shall not apply if the employee otherwise met this definition as of the date hereof. The term "Years of Service" means the number of years that the Optionee has been continuously employed with the Company and shall include any such continuous years of service with an Affiliate or Subsidiary but only during such time as those entities have been Affiliates or Subsidiaries;

(e) as a result of the Optionee's Enhanced Retirement at any time, the portion of the Option which is vested on the Date of Termination shall continue to be exercisable in whole or in part at any time, until the earlier of (i) sixty (60) months after the Date of Termination and (ii) the Exercise Expiration Date. For purposes of this Agreement, the term "Enhanced Retirement" means a termination of employment with the Company or a Subsidiary (A) after age sixty (60), (B) following five (5) or more Years of Service, and (C) with the sum of the employee's age and Years of Service equaling seventy (70) or more; and

(f) as a result of the Optionee's death or Disability at any time, the portion of the Option which is vested on the Date of Termination shall continue to be exercisable in whole or in part at any time, until the earlier of (i) eighteen (18) months after the Date of Termination and (ii) the Exercise Expiration Date.

7. Non-Transferability.

The Option shall not be transferable other than (a) by will or by the laws of descent and distribution or (b) to a Permitted Transferee. Any Permitted Transferee shall be subject to the terms of this Agreement to the same extent as the original Optionee, provided that (x) references to "Permitted Transferees" shall be understood to refer only to Permitted

Transferees of the original Optionee and (y) the original Optionee (and not the Permitted Transferee) shall remain subject to all obligations under this Agreement, including without limitation those regarding the provision of services to the Company and its Affiliates, and compliance with covenants concerning competition, solicitation, confidentiality, disparagement and similar obligations to the Company and its Affiliates. The Option shall be subject to forfeiture by the Permitted Transferee to the same extent as it is subject to forfeiture by the original Optionee had it not been transferred. During the lifetime of the Optionee (or, following transfer, the Permitted Transferee), the Option shall be exercisable only by the Optionee (or, following transfer, the Permitted Transferee).

#### 8. Adjustments.

(a) Change in Capitalization. In the event of a Change in Capitalization (as defined in the Plan), the Committee shall make appropriate adjustments to: (i) the number and class of Shares or other stock or securities subject to the Option; or (ii) the purchase price for such Shares or other stock or securities. The Committee's adjustment shall be made in accordance with the provisions of the Plan and shall be effective and final, binding and conclusive for all purposes of the Plan and this Agreement.

(b) Dividends and Other Distributions. If the Company (i) makes extraordinary distributions (by dividend or otherwise), (ii) grants rights to purchase securities to existing shareholders as a group, or (iii) issues securities to existing shareholders as a group (), in the case of clauses (ii) and (iii) at a price below Fair Market Value and other than pursuant to (a) any equity awards granted under the Company's equity incentive compensation plans or (b) warrants issued with an exercise price equal to Fair Market Value on the date of grant (in each case of clauses (i), (ii) and (iii), an "Extraordinary Distribution"), then to reflect such Extraordinary Distribution, this Option shall be adjusted to retain the pre-Extraordinary Distribution aggregate "spread" by decreasing the Exercise Price per Share, in a manner which would not result in the imposition of penalty taxes on Optionee under Section 409A of the Code; provided that with respect to any vested portion of this Option, the Committee, in its sole discretion, may provide that, in lieu of such adjustment, the Optionee shall be entitled to receive the amount of, and the benefits and rights associated with, such Extraordinary Distribution in the same form and on the same terms as the Extraordinary Distribution paid or provided to the Company's shareholders based upon the number of Shares underlying such vested portion of the Option. Any adjustment described in this Section 8(b) shall be implemented in accordance with, and to the extent permitted by, Treasury Regulation § 1.409A-1(b)(5)(v)(D). No adjustment to this Option shall be made in connection with any distribution (by dividend or otherwise) other than an Extraordinary Distribution.

#### 9. Effect of a Merger, Consolidation or Liquidation.

Subject to the terms of the Plan and this Agreement, in the event of: (a) the liquidation or dissolution of the Company; or (b) a merger or consolidation of the Company (a "Transaction"), the Option shall continue in effect in accordance with their respective terms, except that the Committee may, in its discretion, (i) accelerate the vesting schedule with respect



to the Option; (ii) cancel the Option upon the payment to the Optionee in cash of an amount that is equal to the Fair Market Value of the Shares subject to the Option or portion thereof over the aggregate exercise price for such Shares under the Option or portion thereof surrendered at the effective time of the Transaction; provided, however, that if such Transaction constitutes a Change in Control and the surviving or successor entity or affiliate thereof does not continue to have publicly traded equity securities, then all unvested Options which do not become CIC Eligible Options upon such Change in Control shall be canceled and forfeited for no consideration upon such Change in Control; or (iii) if the surviving or successor entity or any affiliate thereof continues to have publicly traded equity securities, arrange to have the surviving or successor entity assume the Option or grant replacement Options with appropriate adjustments in the Exercise Price per Share, and adjustments in the number and kind of securities issuable upon exercise or adjustments, so that the Option or its replacement represents the right to purchase or receive publicly traded equity securities of the surviving or successor entity. The treatment of any Option as provided in this Section 9 shall be conclusively presumed to be appropriate for purposes of Section 10 of the Plan.

10. Withholding of Taxes.

At such times as the Optionee recognizes taxable income in connection with the receipt of Shares hereunder (a “Taxable Event”), the Optionee shall pay to the Company an amount equal to the federal, state and local income taxes and other amounts as may be required by law to be withheld by the Company in connection with the Taxable Event (the “Withholding Taxes”) prior to the issuance, or release from escrow, of such Shares, whereby through an Exercise and Net Shares transaction or otherwise as set forth in this Section 10. The Company shall have the right to deduct from any payment to the Optionee an amount equal to the Withholding Taxes in satisfaction of the obligation to pay Withholding Taxes. In satisfaction of the obligation to pay Withholding Taxes to the Company, the Optionee may make a written election, which may be accepted or rejected in the discretion of the Company, to have withheld a portion of the Shares then issuable to him or her having an aggregate Fair Market Value equal to the Withholding Taxes. Notwithstanding the foregoing, the Company may, in its discretion, provide that the Optionee shall not be entitled to exercise his or her Option for which cash has not been provided by the Optionee with respect to the applicable Withholding Taxes.

11. Optionee Bound by the Plan.

The Optionee hereby acknowledges that the Optionee may receive a copy of the Plan upon request to the Plan Administrator and agrees to be bound by all the terms and provisions of the Plan.

12. Entire Agreement; Amendment.

This Agreement, together with the Plan, contains the entire agreement between the parties hereto with respect to the subject matter contained herein, and, except as otherwise specifically provided herein, supersedes all prior agreements or prior understandings, whether written or oral, between the parties relating to such subject matter. For the avoidance of doubt,

the Optionee acknowledges and agrees that, notwithstanding anything to the contrary set forth in the Employment Agreement, the vesting of the Option, including, without limitation, upon a termination of the Optionee's employment, whether or not in connection with a Change in Control, shall be governed by the terms of this Agreement. The Committee shall have the right, in its sole discretion, to modify or amend this Agreement from time to time in accordance with and as provided in the Plan. This Agreement may also be modified or amended by a writing signed by both the Company and the Optionee. The Company shall give written notice to the Optionee of any such modification or amendment of this Agreement as soon as practicable after the adoption thereof.

13. Notices.

Any notice hereunder by the Optionee shall be given to the Company in writing and such notice shall be deemed duly given only upon receipt thereof by the General Counsel of the Company. Any notice hereunder by the Company shall be given to the Optionee in writing and such notice shall be deemed duly given only upon receipt thereof at such address as the Optionee may have on file with the Company.

14. No Right to Continued Employment.

Any questions as to whether and when there has been a Termination of Employment and the cause of such Termination of Employment shall be determined in the sole discretion of the Committee. Nothing in this Agreement or the Plan shall be interpreted or construed to confer upon the Optionee any right with respect to continuance of employment by the Company, or any Subsidiary or Affiliate of the Company, nor shall this Agreement or the Plan interfere in any way with the right of the Company to terminate the Optionee's employment or service at any time.

15. Transfer of Personal Data.

The Optionee authorizes, agrees and unambiguously consents to the transmission by the Company (or any Subsidiary) of any personal data information related to the Options awarded under this Agreement for legitimate business purposes (including, without limitation, the administration of the Plan). This authorization and consent is freely given by the Optionee.

16. Compliance with Laws.

The issuance of the Option (and the Shares acquired upon exercise of the Option) pursuant to this Agreement shall be subject to, and shall comply with, any applicable requirements of any foreign and U.S. federal and state securities laws, rules and regulations (including, without limitation, the provisions of any Securities Laws and in each case any respective rules and regulations promulgated thereunder) and any other law or regulation applicable thereto. The Company shall not be obligated to issue the Option or any of the Shares pursuant to this Agreement if any such issuance would violate any such requirements.

17. Binding Agreement; Assignment.

This Agreement shall inure to the benefit of and be binding upon any successor to the Company. This Agreement shall inure to the benefit of the Optionee's legal representatives. All obligations imposed upon the Optionee and all rights granted to the Company under this Agreement shall be final, binding and conclusive upon the Optionee's heirs, executors, administrators, successors.

18. Headings.

The titles and headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

19. Counterparts.

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

20. Further Assurances.

Each party hereto shall do and perform (or shall cause to be done and performed) all such further acts and shall execute and deliver all such other agreements, certificates, instruments and documents as either party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the Plan and the consummation of the transactions contemplated thereunder.

21. Severability.

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of any provision of this Agreement in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

22. Acquired Rights.

The Optionee acknowledges and agrees that: (a) the Company may terminate or amend the Plan at any time; (b) the award of Options made under this Agreement is completely independent of any other award or grant and is made at the sole discretion of the Company; (c) no past grants or awards (including, without limitation, the Option awarded hereunder) give the Optionee any right to any grants or awards in the future whatsoever; and (d) any benefits granted under this Agreement are not part of the Optionee's ordinary salary, and shall not be considered as part of such salary in the event of severance, redundancy or resignation.

23. Governing Law.

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the conflicts of laws principles thereof.

24. Resolution of Disputes.

Any dispute or disagreement which may arise under, or as a result of, or in any way relate to, the interpretation, construction or application of this Agreement shall be determined by the Committee. Any determination made hereunder shall be final, binding and conclusive on the Optionee and Company for all purposes.

25. Company Recoupment.

The Optionee's right to the Option granted hereunder and the Shares acquired upon exercise of the Option shall in all events be subject to (i) any right that the Company may have under any Company recoupment policy (including the Charter Communications Compensation Recovery Policy, as amended from time to time), or other agreement or arrangement with the Optionee, or (ii) any right or obligation that the Company may have regarding the clawback of "incentive-based compensation" under Section 10D of the Exchange Act and any applicable rules and regulations promulgated thereunder from time to time by the U.S. Securities and Exchange Commission.

26. Incorporation By Reference; Plan Document Receipt.

This Agreement is subject in all respects to the terms and provisions of the Plan (including, without limitation, any amendments thereto adopted at any time and from time to time unless such amendments are expressly intended not to apply to the Award provided hereunder), all of which terms and provisions are made a part of and incorporated in this Agreement as if they were each expressly set forth herein. The Optionee hereby acknowledges receipt of a true copy of the Plan and that the Optionee has read the Plan carefully and fully understands its content. In the event of any conflict between the terms of this Agreement and the terms of the Plan, the terms of the Plan shall control.

**PERFORMANCE-VESTING RESTRICTED STOCK UNIT AGREEMENT**

THIS AGREEMENT is made as of <Grant Date> (the “Grant Date”), between Charter Communications, Inc., a Delaware corporation (the “Company”), and <Participant Name> (the “Participant”).

Unless otherwise defined herein, terms defined in the Charter Communications, Inc. 2019 Stock Incentive Plan, as amended January 28, 2020 and as it may be further amended from time to time (the “Plan”), shall have the same defined meanings in this Performance-Vesting Restricted Stock Unit Agreement (the “Agreement”).

The undersigned Participant has been granted the number of restricted stock units (“RSUs”) set forth below, subject to the terms and conditions of the Plan and this Agreement, as follows:

Vesting Schedule:	As provided in Section 3 of the Agreement
Number of Restricted Stock Units Granted:	<Number of Awards Granted> Charter Communications, Inc.

---

Paul Marchand, Executive Vice President,  
Chief Human Resources Officer

I, the undersigned, agree to this grant of RSUs, acknowledge that this grant is subject to the terms and conditions of the Plan and this Agreement, and have read and understand the terms and conditions set forth in Sections 1 through 24 of this Agreement. I further acknowledge receipt of the Plan and the prospectus for the Plan and consent to receive any and all communications, updates and amendments to the Plan or the prospectus, in the Company’s discretion, by electronic delivery through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

---

Participant

1. Definitions. For purposes of this Agreement, the following terms shall have the following definitions. Unless otherwise provided herein, the terms defined in this Section 1 shall control over similar terms defined in the Plan. Except as expressly set forth herein, any capitalized terms used but not defined in this Agreement shall have the definitions set forth in the Plan.

(a) “Change in Control” shall have the meaning set forth in the Employment Agreement for “Change in Control” (or words of like import).

(b) “Employment Agreement” means the employment agreement by and between the Participant and the Company, in effect as of the date hereof, as it may be amended, restated or replaced following the Grant Date. For the avoidance of doubt, any references to sections of the Employment Agreement contained herein mean the version of the Employment Agreement as in effect on the date hereof or, if the Employment Agreement is amended, restated or replaced following the Grant Date, the corresponding successor provision thereof.

(c) “Termination of Employment” means separation from service with the Company and its affiliates (generally 50% common control with the Company), as defined in IRS regulations under Section 409A of the Internal Revenue Code of 1986, as amended (generally, a decrease in the performance of services to no more than 20% of the average for the preceding 36-month period, and disregarding leave of absences up to six months where there is a reasonable expectation the Participant will return).

2. Grant of Restricted Stock Unit Award.

The Company hereby grants to the Participant, as of the Grant Date specified above, the number of RSUs specified above. Except as otherwise provided by the Plan, the Participant agrees and understands that nothing contained in this Agreement provides, or is intended to provide, the Participant with any protection against potential future dilution of the Participant’s interest in the Company for any reason, and no adjustments shall be made for dividends in cash or other property, distributions or other rights in respect of the Shares underlying the RSUs, except as otherwise specifically provided for in the Plan or this Agreement.

3. Vesting of Restricted Stock Unit Award.

(a) Normal Vesting. Unless otherwise provided in this Agreement, the RSUs granted hereunder shall, subject to the Participant’s continued employment with the Company or its Subsidiaries through the applicable vesting time stated below (except as provided otherwise in Sections 3(b) and 3(c)), vest as follows:

(i) *Tranche I Performance RSUs*: As to \_\_\_\_\_ of the RSUs (the “Tranche I Performance RSUs”), one-third shall be first eligible to vest on each of the third, fourth and fifth anniversaries of the Grant Date (*i.e.*, [\_\_\_\_\_ Tranche I Performance RSUs on each of the third, fourth and fifth anniversaries of the Grant Date] [\_\_\_\_\_ Tranche I

Performance RSUs on each of the third and fourth anniversaries of the Grant Date and \_\_\_\_\_ Tranche I Performance RSUs on the fifth anniversary of the Grant Date]<sup>1)</sup> (such RSUs which have become so eligible, “Eligible RSUs,” and RSUs which have not become so eligible, “Non-Eligible RSUs”). Tranche I Performance RSUs shall vest if and when the “Tranche I Measurement Standard” (as defined below) is satisfied on or following the anniversary of the Grant Date on which such Tranche I Performance RSUs first become Eligible RSUs, but not later than the sixth anniversary of the Grant Date (the “Vesting Eligibility Expiration Date”). By way of example, the second group of \_\_\_\_\_ Tranche I Performance RSUs shall vest if and when the Tranche I Measurement Standard is satisfied on or following the fourth anniversary of the Grant Date and prior to the Vesting Eligibility Expiration Date.

(ii) *Tranche II Performance RSUs:* As to \_\_\_\_\_ of the RSUs (the “Tranche II Performance RSUs”), one-third shall first become Eligible RSUs on each of the third, fourth and fifth anniversaries of the Grant Date *i.e.*, [\_\_\_\_\_ Tranche II Performance RSUs on each of the third, fourth and fifth anniversaries of the Grant Date] [\_\_\_\_\_ Tranche II Performance RSUs on each of the third and fourth anniversaries of the Grant Date and \_\_\_\_\_ Tranche II Performance RSUs on the fifth anniversary of the Grant Date]<sup>2)</sup>. The Tranche II Performance RSUs shall vest if and when the “Tranche II Measurement Standard” (as defined below) is satisfied on or following the anniversary of the Grant Date on which such Tranche II Performance RSUs first become Eligible RSUs, but not later than the Vesting Eligibility Expiration Date. By way of example, the third group of \_\_\_\_\_ Tranche II Performance RSUs shall vest if and when the Tranche II Measurement Standard is satisfied on or following the fifth anniversary of the Grant Date and prior to the Vesting Eligibility Expiration Date.

(iii) *Tranche III Performance RSUs:* As to \_\_\_\_\_ of the RSUs (the “Tranche III Performance RSUs”), one-third shall first become Eligible RSUs on each of the third, fourth and fifth anniversaries of the Grant Date (*i.e.*, [\_\_\_\_\_ Tranche III Performance RSUs on each of the third, fourth and fifth anniversaries of the Grant Date] [\_\_\_\_\_ Tranche III Performance RSUs on each of the third and fourth anniversaries of the Grant Date and \_\_\_\_\_ Tranche III Performance RSUs on the fifth anniversary of the Grant Date]<sup>3)</sup>. The Tranche III Performance RSUs shall vest if and when the “Tranche III Measurement Standard” (as defined below) is satisfied on or following the anniversary of the Grant Date on which such Tranche III Performance RSUs first become Eligible RSUs, but not later than the Vesting Eligibility Expiration Date. By way of example, the first group of \_\_\_\_\_ Tranche III Performance RSUs shall vest if and when the Tranche III Measurement Standard is satisfied on or following the third anniversary of the Grant Date and prior to the Vesting Eligibility Expiration Date.

(iv) *Tranche IV Performance RSUs:* As to \_\_\_\_\_ of the RSUs (the “Tranche IV Performance RSUs”), one-third shall first become Eligible RSUs on each of the third, fourth and fifth anniversaries of the Grant Date (*i.e.*, [\_\_\_\_\_ Tranche IV Performance RSUs on each of the third, fourth and fifth anniversaries of the Grant Date] [\_\_\_\_\_ Tranche IV Performance RSUs on each of the third and fourth anniversaries of the Grant Date and \_\_\_\_\_ Tranche IV Performance RSUs on the fifth anniversary of the Grant Date]<sup>4)</sup>. The Tranche IV Performance RSUs shall vest if and when the “Tranche IV Measurement Standard” (as defined below) is satisfied on or following the anniversary of the

<sup>1</sup> First alternative if the number is divisible by three, second alternative if not.

<sup>2</sup> First alternative if the number is divisible by three, second alternative if not.

<sup>3</sup> First alternative if the number is divisible by three, second alternative if not.

<sup>4</sup> First alternative if the number is divisible by three, second alternative if not.

Grant Date on which such Tranche IV Performance RSUs first become Eligible RSUs, but not later than the Vesting Eligibility Expiration Date. By way of example, the third group of \_\_\_\_\_ Tranche IV Performance RSUs shall vest if and when the Tranche IV Measurement Standard is satisfied on or following the fifth anniversary of the Grant Date and prior to the Vesting Eligibility Expiration Date.

For purposes of this Agreement:

“Tranche I Measurement Standard,” “Tranche II Measurement Standard”, “Tranche III Measurement Standard” and “Tranche IV Measurement Standard” (each, a “Measurement Standard”) shall mean achievement of an average of the per-share closing price of a Share as reported on the principal exchange on which the Shares are listed for trading for any sixty (60) consecutive trading days commencing on or after the 60<sup>th</sup> trading day prior to the applicable anniversary of the Grant Date on which the RSUs first become Eligible RSUs, and ending not later than the Vesting Eligibility Expiration Date, of (A) \$798.00 as to the Tranche I Performance RSUs, (B) \$870.00 as to the Tranche II Performance RSUs, (C) \$988.00 as to the Tranche III Performance RSUs, and (D) \$1,000.00 as to the Tranche IV Performance RSUs. Any RSUs that remain unvested on the Vesting Eligibility Expiration Date shall be forfeited and cancelled for no consideration. By way of example, the Tranche I Measurement Standard for the second group of \_\_\_\_\_ Tranche I Performance RSUs is the achievement of an average closing price of a Share of \$798.00 or greater for any consecutive 60-trading day period commencing on or following the 60<sup>th</sup> trading day prior to the fourth anniversary of the Grant Date, and ending not later than the sixth anniversary of the Grant Date. In addition, there shall be no proportionate or partial vesting in the periods prior to the applicable stock price thresholds being achieved as provided above, and all vesting shall occur only at such time as the applicable Measurement Standards have been achieved in accordance with the foregoing. In the event of a Change in Capitalization (as defined in the Plan), an Extraordinary Distribution (as defined below) or a Transaction (as defined in the Plan), the foregoing Measurement Standards shall be subject to such equitable adjustments as may be determined by the Committee in accordance with the Plan and in a manner no less favorable to the Participant than those applicable to awards vesting on the basis of the Company’s stock price then held by other Company employees. For purposes of this Agreement, an “Extraordinary Distribution” means the Company (i) makes extraordinary distributions (by dividend or otherwise), (ii) grants rights to purchase securities to existing shareholders as a group, or (iii) issues securities to existing shareholders as a group, in the case of clauses (ii) and (iii) at a price below Fair Market Value and other than pursuant to (a) any equity awards granted under the Company’s equity incentive compensation plans or (b) warrants issued with an exercise price equal to Fair Market Value on the date of grant.

In addition, there shall be no proportionate or partial vesting in the periods prior to the applicable stock price thresholds being achieved as provided above, and all vesting shall occur only at such time as the applicable stock price thresholds have been achieved in accordance with the foregoing.

(b) Effect of a Change in Control.



(i) Upon a Change in Control following the Grant Date, the applicable Measurement Standard as to each unvested RSU (whether an Eligible RSU or a Non-Eligible RSU) shall be deemed satisfied if attained in connection with such Change in Control based solely on the highest price per Share paid for the Shares in such Change in Control (or the value attributable to each Share, in the case of a Change in Control that is not a stock sale) (the “Per-Share Consideration”). Unvested RSUs as to which the applicable Measurement Standard is deemed attained in accordance with the preceding sentence are referred to herein as “CIC Eligible RSUs.”

(ii) Any CIC Eligible RSUs which were Eligible RSUs at the time of the applicable Change in Control shall become vested as of immediately prior to the consummation of the Change in Control.

(iii) Subject to the Participant’s continued service with the Company or its Subsidiaries through the applicable vesting time specified below and Section 3(c) and provided that, following the Change in Control, the RSUs relate to publicly traded equity securities of either the Company or a successor, acquirer or Affiliate thereof, (A) CIC Eligible RSUs which were Non-Eligible RSUs at the time of the applicable Change in Control shall vest upon the date on which such RSUs would have first become Eligible RSUs had the applicable Change in Control not occurred, (B) RSUs that were Eligible RSUs at the time of the applicable Change in Control but that did not become CIC Eligible RSUs in connection with such Change in Control shall vest if and when the applicable Measurement Standard is satisfied on or following the Change in Control, but not later than the Vesting Eligibility Expiration Date, and (C) any Non-Eligible RSUs which were not CIC Eligible RSUs at the time of the applicable Change in Control shall become Eligible RSUs on the applicable anniversary of the Grant Date as set forth in Section 3(a) and shall vest if and when the applicable Measurement Standard is satisfied on or following the anniversary of the Grant Date on which such Non-Eligible RSUs first become Eligible RSUs, but not later than the Vesting Eligibility Expiration Date.

(iv) If, following the Change in Control, the RSUs would not relate to publicly traded equity securities of either the Company or a successor, acquirer or Affiliate thereof, the CIC Eligible RSUs which were Non-Eligible RSUs at the time of the applicable Change in Control shall become vested as of immediately prior to the consummation of the applicable Change in Control, and unless otherwise determined by the Committee at the time of a Change in Control, all unvested RSUs which do not become CIC Eligible RSUs upon such Change in Control shall be canceled and forfeited for no consideration upon such Change in Control.

(c) Certain Terminations. Notwithstanding anything to the contrary set forth in the Employment Agreement, the Plan or this Agreement, upon the Termination of Employment of the Participant:

(i) for any reason, except as contemplated by Sections 3(c)(ii) and 3(c)(iii), all unvested RSUs shall be cancelled and forfeited as of the date of the Participant’s Termination of Employment (the “Date of Termination”);

(ii) by the Company without Cause, by the Participant for Good Reason (as defined in the Employment Agreement), or due to the Participant's death or Disability (as defined in the Employment Agreement), (x) on or within thirty (30) days prior to a Change in Control, all CIC Eligible RSUs shall immediately vest upon the Change in Control or (y) at any time following a Change in Control, all unvested CIC Eligible RSUs and any unvested RSUs that have met any applicable Measurement Standard based on the average of the per-share closing price of a Share as reported on the principal exchange on which the Shares are listed for trading for any sixty (60) consecutive trading days ending on the Date of Termination and without regard to the anniversary date of any RSU shall immediately vest; or

(iii) as a result of the Participant's death or Disability more than thirty (30) days prior to a Change in Control, all unvested RSUs that have met any applicable Measurement Standard based on the average of the per-share closing price of a Share as reported on the principal exchange on which the Shares are listed for trading for any sixty (60) consecutive trading days ending on the Date of Termination and without regard to the anniversary date of any RSU shall immediately vest.

(d) Examples.

(i) Termination Example. The Participant is terminated by the Company without Cause on \_\_\_\_\_ (the Date of Termination). No RSUs have become Eligible RSUs on the Date of Termination because the Date of Termination is prior to the third anniversary of the Grant Date, and therefore no RSUs have become vested prior to the Date of Termination. All RSUs are forfeited and returned to the Company upon such Termination of Employment.

(ii) Change in Control Example. A Change in Control is completed on \_\_\_\_\_ at a Per-Share Consideration of \$\_\_\_\_\_ following which the RSUs relate to publicly traded equity securities of either the Company or a successor, acquirer or Affiliate thereof. No RSUs have become Eligible RSUs prior to the Change in Control because the Change in Control occurs prior to the third anniversary of the Grant Date, and therefore no RSUs are vested at the time of the Change in Control. All \_\_\_\_\_ of the Tranche I Performance RSUs become CIC Eligible RSUs at the time of the Change in Control. All \_\_\_\_\_ of the Tranche II Performance RSUs, all \_\_\_\_\_ of the Tranche III Performance RSUs and all \_\_\_\_\_ of the Tranche IV Performance RSUs remain outstanding and eligible to become Eligible RSUs. If the Participant continues to remain employed following the Change in Control, (A) each of the CIC Eligible RSUs shall become vested when they would have become Eligible RSUs had the Change in Control not occurred (*i.e.*, one-third of the RSUs in each of the Tranches on each of the third anniversary (\_\_\_\_\_ RSUs), fourth anniversary (\_\_\_\_\_ RSUs) and fifth anniversary (\_\_\_\_\_ RSUs) of the Grant Date), and (B) each of the Non-Eligible RSUs that did not become CIC Eligible RSUs shall remain eligible to become Eligible RSUs on the applicable anniversary of the Grant Date as set forth in Section 3(a) (*i.e.*, one-third of the Tranche II Performance RSUs, Tranche III Performance RSUs and Tranche IV Performance RSUs on each of the third anniversary (\_\_\_\_\_ Tranche II Performance RSUs, \_\_\_\_\_ Tranche III Performance RSUs and

\_\_\_\_\_ Tranche IV Performance RSUs), fourth anniversary (\_\_\_\_\_ Tranche II Performance RSUs, \_\_\_\_\_ Tranche III Performance RSUs and \_\_\_\_\_ Tranche IV Performance RSUs) and fifth anniversary (\_\_\_\_\_ Tranche II Performance RSUs, \_\_\_\_\_ Tranche III Performance RSUs and \_\_\_\_\_ Tranche IV Performance RSUs) of the Grant Date) and eligible to vest if and when the applicable Measurement Standard (as may be adjusted by the Committee in connection with the Change in Control) is satisfied on or following the anniversary of the Grant Date on which such RSUs first become Eligible RSUs, but not later than the Vesting Eligibility Expiration Date. If the Participant is terminated by the Company without Cause, resigns with Good Reason, or dies or becomes disabled, any remaining unvested CIC Eligible RSUs shall become vested on the Date of Termination and all other RSUs that have not become vested shall be cancelled and forfeited.

(e) Committee Discretion to Accelerate Vesting. Notwithstanding the foregoing, the Committee may, in its sole discretion, provide for accelerated vesting of all or any RSUs at any time and for any reason.

#### 4. Delivery of Shares.

(a) General. Subject to the provisions of Sections 4(b) and 4(c) hereof, within thirty (30) days following the vesting of any of the RSUs, the Participant shall receive the number of Shares that correspond to the number of RSUs that have become vested on the applicable vesting date; provided that the Participant shall be obligated to pay to the Company the aggregate par value of the Shares to be issued within ten (10) days following the issuance of such Shares unless such Shares have been issued by the Company from the Company's treasury.

Notwithstanding anything to the contrary herein, to the extent the RSUs are subject to and not exempt from Section 409A of the Code, (i) a payment on account of Termination of Employment of an amount subject to Section 409A of the Code to a "specified employee" may not be made until at least six (6) months after such a Termination of Employment, and (ii) any payment otherwise due in such six (6) month period shall be suspended and become payable at the end of such six month period.

(b) Securities Law Compliance, Blackout Periods. If the Company reasonably anticipates that making of a payment hereunder would violate federal securities laws, a trading restriction imposed by the Company on the date such distribution would otherwise be made pursuant to Section 4(a) hereof or other applicable law, such distribution shall be instead made on the earliest date the Company reasonably anticipates that making such payment would not cause such violation.

(c) Deferrals. If permitted by the Company, the Participant may elect, subject to the terms and conditions of the Plan and any other applicable written plan or procedure adopted by the Company from time to time for purposes of such election, to defer the distribution of all or any portion of the Shares that would otherwise be distributed to the Participant hereunder (the "Deferred Shares"), consistent with the requirements of Section 409A of the Code. Upon the vesting of RSUs that have been so deferred, the applicable number of Deferred

Shares shall be credited to a bookkeeping account established on the Participant's behalf (the "Account"). Subject to Section 5 hereof, the number of Shares equal to the number of Deferred Shares credited to the Participant's Account shall be distributed to the Participant in accordance with the terms and conditions of the Plan and the other applicable written plans or procedures of the Company, consistent with the requirements of Section 409A of the Code.

5. Dividends; Rights as Stockholder.

Cash dividends on Shares issuable hereunder shall be credited to a dividend book entry account on behalf of the Participant with respect to each RSU granted to the Participant, provided that such cash dividends shall not be deemed to be reinvested in Shares and shall be held uninvested and without interest and paid in cash at the same time that the Shares underlying the RSUs are delivered to the Participant in accordance with the provisions hereof. Stock dividends on Shares shall be credited to a dividend book entry account on behalf of the Participant with respect to each RSU granted to the Participant, provided that such stock dividends shall be paid in Shares at the same time that the Shares underlying the RSUs are delivered to the Participant in accordance with the provisions hereof. Except as otherwise provided herein, the Participant shall have no rights as a stockholder with respect to any Shares covered by any RSU unless and until the Participant has become the holder of record of such Shares.

6. Non-Transferability.

No portion of the RSUs may be sold, assigned, transferred, encumbered, hypothecated or pledged by the Participant, other than to the Company as a result of forfeiture of the RSUs as provided herein, unless and until payment is made in respect of vested RSUs in accordance with the provisions hereof and the Participant has become the holder of record of the vested Shares issuable hereunder.

7. Withholding of Taxes.

The Company shall have the power and the right to deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy any federal, state, local and foreign taxes of any kind (including, but not limited to, the Participant's FICA and SDI obligations) which the Company, in its sole discretion, deems necessary to be withheld or remitted to comply with the Code and/or any other applicable law, rule or regulation with respect to the RSUs and, if the Participant fails to do so, the Company may otherwise refuse to issue or transfer any Shares otherwise required to be issued pursuant to this Agreement. Any statutorily required withholding obligation with regard to the Participant may be satisfied by reducing the amount of cash or Shares otherwise deliverable to the Participant hereunder.

8. Legend.

The Company may at any time place legends referencing any applicable federal, state or foreign securities law restrictions on all certificates representing Shares issued pursuant

to this Agreement. The Participant shall, at the request of the Company, promptly present to the Company any and all certificates representing Shares acquired pursuant to this Agreement in the possession of the Participant in order to carry out the provisions of this Section 8.

9. Securities Representations.

This Agreement is being entered into by the Company in reliance upon the following express representations and warranties of the Participant. The Participant hereby acknowledges, represents and warrants that:

(a) The Participant has been advised that the Participant may be an “affiliate” within the meaning of Rule 144 under the Securities Act and in this connection the Company is relying in part on the Participant’s representations set forth in this Section 9.

(b) If the Participant is deemed an affiliate within the meaning of Rule 144 of the Securities Act, the Shares issuable hereunder must be held indefinitely unless an exemption from any applicable resale restrictions is available or the Company files an additional registration statement (or a “re-offer prospectus”) with regard to such Shares and the Company is under no obligation to register such Shares (or to file a “re-offer prospectus”).

(c) If the Participant is deemed an affiliate within the meaning of Rule 144 of the Securities Act, the Participant understands that: (i) the exemption from registration under Rule 144 will not be available unless: (A) a public trading market then exists for the Shares, (B) adequate information concerning the Company is then available to the public, and (C) other terms and conditions of Rule 144 or any exemption therefrom are complied with, and (ii) any sale of the Shares issuable hereunder may be made only in limited amounts in accordance with the terms and conditions of Rule 144 or any exemption therefrom.

10. Entire Agreement; Amendment.

This Agreement, together with the Plan, contains the entire agreement between the parties hereto with respect to the subject matter contained herein, and, except as otherwise specifically provided herein, supersedes all prior agreements or prior understandings, whether written or oral, between the parties relating to such subject matter. For the avoidance of doubt, the Participant acknowledges and agrees that, notwithstanding anything to the contrary set forth in the Employment Agreement, the vesting of the RSUs, including, without limitation, upon a termination of the Participant’s employment, whether or not in connection with a Change in Control, shall be governed by the terms of this Agreement. The Committee shall have the right, in its sole discretion, to modify or amend this Agreement from time to time in accordance with and as provided in the Plan. This Agreement may also be modified or amended by a writing signed by both the Company and the Participant. The Company shall give written notice to the Participant of any such modification or amendment of this Agreement as soon as practicable after the adoption thereof.

11. Notices.

Any notice hereunder by the Participant shall be given to the Company in writing and such notice shall be deemed duly given only upon receipt thereof by the General Counsel of the Company. Any notice hereunder by the Company shall be given to the Participant in writing and such notice shall be deemed duly given only upon receipt thereof at such address as the Participant may have on file with the Company.

12. No Right to Continued Employment.

Any questions as to whether and when there has been a Termination of Employment and the cause of such Termination of Employment shall be determined in the sole discretion of the Committee. Nothing in this Agreement or the Plan shall be interpreted or construed to confer upon the Participant any right with respect to continuance of employment by the Company, or any Subsidiary or Affiliate of the Company, nor shall this Agreement or the Plan interfere with or limit in any way the right of the Company, its Subsidiaries or its Affiliates to terminate the Participant's employment or service at any time, for any reason and with or without Cause.

13. Transfer of Personal Data.

The Participant authorizes, agrees and unambiguously consents to the transmission by the Company (or any Subsidiary) of any personal data information related to the RSUs awarded under this Agreement for legitimate business purposes (including, without limitation, the administration of the Plan). This authorization and consent is freely given by the Participant.

14. Compliance with Laws.

The grant of RSUs and the issuance of Shares hereunder shall be subject to, and shall comply with, any applicable requirements of any foreign and U.S. federal and state securities laws, rules and regulations (including, without limitation, the provisions of the Securities Act, the Exchange Act and in each case any respective rules and regulations promulgated thereunder) and any other law, rule, regulation or exchange requirement applicable thereto. The Company shall not be obligated to issue the RSUs or any Shares pursuant to this Agreement if any such issuance would violate any such requirements. As a condition to the settlement of the RSUs, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate to evidence compliance with any applicable law or regulation.

15. Binding Agreement; Assignment.

This Agreement shall inure to the benefit of, be binding upon, and be enforceable by the Company and its successors and assigns. The Participant shall not assign (except in accordance with Section 6 hereof) any part of this Agreement without the prior express written consent of the Company.

16. Headings.

The titles and headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

17. Counterparts.

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

18. Further Assurances.

Each party hereto shall do and perform (or shall cause to be done and performed) all such further acts and shall execute and deliver all such other agreements, certificates, instruments and documents as either party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the Plan and the consummation of the transactions contemplated thereunder.

19. Severability.

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of any provision of this Agreement in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

20. Acquired Rights.

The Participant acknowledges and agrees that: (a) the Company may terminate or amend the Plan at any time; (b) the award of RSUs made under this Agreement is completely independent of any other award or grant and is made at the sole discretion of the Company; (c) no past grants or awards (including, without limitation, the RSUs awarded hereunder) give the Participant any right to any grants or awards in the future whatsoever; and (d) any benefits granted under this Agreement are not part of the Participant's ordinary salary, and shall not be considered as part of such salary in the event of severance, redundancy or resignation.

21. Governing Law.

All questions concerning the construction, validity and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the choice of law principles thereof.

22. Resolution of Disputes.

Any dispute or disagreement which may arise under, or as a result of, or in any way relate to, the interpretation, construction or application of this Agreement shall be determined by the Committee. Any determination made hereunder shall be final, binding and conclusive on the Participant and Company for all purposes.

23. Company Recoupment.

The Participant's right to the RSUs granted hereunder and the Shares deliverable upon settlement of the RSUs shall in all events be subject to (i) any right that the Company may have under any Company recoupment policy (including the Charter Communications Compensation Recovery Policy, as amended from time to time), or other agreement or arrangement with the Participant, and (ii) any right or obligation that the Company may have regarding the clawback of "incentive-based compensation" under Section 10D of the Exchange Act and any applicable rules and regulations promulgated thereunder from time to time by the U.S. Securities and Exchange Commission.

24. Incorporation By Reference; Plan Document Receipt.

This Agreement is subject in all respects to the terms and provisions of the Plan (including, without limitation, any amendments thereto adopted at any time and from time to time unless such amendments are expressly intended not to apply to the Award provided hereunder), all of which terms and provisions are made a part of and incorporated in this Agreement as if they were each expressly set forth herein. The Participant hereby acknowledges receipt of a true copy of the Plan and that the Participant has read the Plan carefully and fully understands its content. In the event of any conflict between the terms of this Agreement and the terms of the Plan, the terms of the Plan shall control.



AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this “Amendment”), by and between Charter Communications, Inc., a Delaware corporation (the “Company”), and Christopher L. Winfrey (“Executive”), is dated as of February 22, 2023 and amends the terms of that certain Amended and Restated Employment Agreement dated as of September 20, 2022 between the Company and Executive (the “Employment Agreement”).

RECITALS:

WHEREAS, Executive and the Company desire to amend the Employment Agreement to as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the Parties agree as follows:

1. Section 7 of the Employment Agreement is hereby amended in its entirety to read as follows:

**Equity Incentive Awards**. For purposes of this Agreement, the term “Agreement Option Award” shall mean a stock option award granted on or after October 19, 2021 that is not a Five-Year Award, and the term “Five-Year Award” means any stock option or restricted stock unit award that, in either case, is intended by the Company to represent the equivalent of five (5) years of annual equity award grants and, for the avoidance of doubt, such term only includes the stock option and restricted stock unit awards granted to Executive on February 22, 2023. Agreement Option Awards shall be granted pursuant to an award agreement substantially in the form attached as Exhibit A hereto and shall have a per-share exercise price equal to the fair market value of a share of Company common stock on the date of grant. Executive shall also retain his rights to all outstanding stock option awards granted to him by the Company prior to October 19, 2021 (the “Prior Option Awards”) and Agreement Option Awards granted prior to the date of this Agreement. On September 22, 2022, the Company shall grant Executive a promotional Agreement Option Award with a grant date fair value of \$2,000,000, which promotional Agreement Option Award shall cliff vest on the third anniversary of the Execution Date, subject to Executive’s continued employment with the Company or service on the Board of Directors through such date, except as otherwise set forth in the applicable award agreement. The grant date fair value of an Agreement Option Award shall be the product of (i) the number of shares of common stock of the Company subject to the applicable Agreement Option Award, multiplied by (ii) the per-share value of such Agreement Option Award, which shall be calculated pursuant to the Black-Scholes option valuation methodology based on assumptions consistent with those used to value option awards granted to other senior executives of the Company.

2. Section 12(i) of the Employment Agreement is hereby amended in its entirety to read as follows:

Other Incentive Equity Awards. To the extent that at the time of Executive's termination of employment hereunder, Executive holds incentive equity awards granted on or after the Execution Date by the Company or a successor-in-interest that are not Prior Option Awards, Agreement Option Awards or Five-Year Awards, such incentive equity awards shall be treated in a manner that is substantially equivalent to the treatment of the Agreement Option Awards.

3. Entire Agreement. This Amendment and the Employment Agreement contain the entire agreement among the Parties with respect to the specific subject matter and supersede any prior oral and written communications, agreements and understandings among the Parties concerning the specific subject matter hereof; provided that, except as otherwise specifically provided in this Amendment and the Agreement, no Plan is superseded by this Amendment and the Agreement. This Amendment may not be modified, amended, altered, waived or rescinded in any manner, except by written instrument signed by both of the Parties hereto that expressly refers to the provision of this Amendment that is being modified, amended, altered, waived or rescinded; provided, however, that the waiver by either Party of a breach or compliance with any provision of this Amendment shall not operate nor be construed as a waiver of any subsequent breach or compliance.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Amendment may also be executed by delivery of facsimile or ".pdf" signatures, which shall be effective for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date and year first above written.

CHARTER COMMUNICATIONS, INC.

By: /s/ Paul Marchand

Paul Marchand, Executive Vice President,

Title: Executive Vice President, Human Resources

EXECUTIVE

/s/ Christopher L. Winfrey

Name: Christopher L. Winfrey

*[Signature Page to Employment Agreement Amendment (Winfrey)]*

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment"), by and between Charter Communications, Inc., a Delaware corporation (the "Company"), and Richard DiGeronimo ("Executive"), is dated as of February 22, 2023 and amends the terms of that certain Employment Agreement dated as of September 20, 2022 between the Company and Executive (the "Employment Agreement").

RECITALS:

WHEREAS, Executive and the Company desire to amend the Employment Agreement to as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the Parties agree as follows:

1. Section 7 of the Employment Agreement is hereby amended in its entirety to read as follows:

**Equity Incentive Award.** On September 22, 2022, Executive shall be granted a promotional award with a grant date fair value of \$800,000 and consisting ninety percent (90%) of options and ten percent (10%) of restricted stock units, which award shall cliff vest on the third anniversary of the Execution Date, subject to Executive's continued employment with the Company through such date. The grant date fair value of the option award shall be the product of (i) the number of shares of common stock of the Company subject to such option award, multiplied by (ii) the per-share value of such option award, which shall be calculated pursuant to the Black-Scholes option valuation methodology based on assumptions consistent with those used to value option awards granted to other senior executives of the Company.

2. Sections 12(e)(B) and 12(e)(C) of the Employment Agreement are hereby amended in its entirety to read as follows:

(B) a pro-rata portion of each stock option or restricted stock unit award (other than any Five-Year Award) granted on or after the Execution Date (based on the number of days of the vesting period that has elapsed as of the Date of Termination) shall vest on the Date of Termination; and

(C) notwithstanding anything to the contrary in an award agreement, each vested stock option award (other than any Five-Year Award) held by Executive that was granted on or after the Execution Date (including those that become vested under clause (B) above) shall remain exercisable until the fifth (5th) anniversary of the Date of Termination or, if earlier, the expiration date of such option.

For purposes of this Section 12, “Five-Year Award” means any stock option or restricted stock unit award that, in either case, is intended by the Company to represent the equivalent of five (5) years of annual equity award grants and, for the avoidance of doubt, such term only includes the stock option and restricted stock unit awards granted to Executive on February 22, 2023.

Executive shall be entitled to no other compensation, bonus, payments or benefits except as expressly provided in this Section 12(e) or Section 12(g).

3. Entire Agreement. This Amendment and the Employment Agreement contain the entire agreement among the Parties with respect to the specific subject matter and supersede any prior oral and written communications, agreements and understandings among the Parties concerning the specific subject matter hereof; provided that, except as otherwise specifically provided in this Amendment and the Agreement, no Plan is superseded by this Amendment and the Agreement. This Amendment may not be modified, amended, altered, waived or rescinded in any manner, except by written instrument signed by both of the Parties hereto that expressly refers to the provision of this Amendment that is being modified, amended, altered, waived or rescinded; provided, however, that the waiver by either Party of a breach or compliance with any provision of this Amendment shall not operate nor be construed as a waiver of any subsequent breach or compliance.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Amendment may also be executed by delivery of facsimile or “.pdf” signatures, which shall be effective for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date and year first above written.

CHARTER COMMUNICATIONS, INC.

By: /s/ Paul Marchand

Paul Marchand, Executive Vice President,

Title: Executive Vice President, Human Resources

EXECUTIVE

/s/ Richard DiGeronimo

Name: Richard DiGeronimo

*[Signature Page to Employment Agreement Amendment (DiGeronimo)]*