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): January 15, 2014

Charter Communications, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

001-33664	**43-1857213**
(Commission File Number)	*(I.R.S. Employer Identification Number)*

400 Atlantic Street, 10th Floor
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:

o Written communications pursuant Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Effective January 15, 2014, the Company adopted new forms of award agreements for grants of stock options and restricted stock units under the Company's 2009 Stock Incentive Plan, as amended (the "Plan").

The new award agreements contain terms similar to previous agreements, with the following changes, among others:

- Awards will vest 100% three years following the grant date;
- The new award agreements expand the circumstances under which awards will pro-rata vest on termination of the award holder's employment; and
- The new award agreements contain confidentiality, non-compete and non-solicitation restrictions.

Effective January 15, 2014, the Company revised certain outstanding forms of award agreements for grants of stock options and restricted stock units under the Plan so that the vesting upon termination of employment provisions will be consistent with those under the new agreements described above.

The foregoing description does not purport to be complete and is qualified in its entirety by reference to the forms of the stock option agreement, restricted stock unit agreement and forms of notices of changes to existing award agreements, copies of which are attached to this report and incorporated herein by reference.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

Exhibit Number	Description
10.1*	Form of Stock Option Agreement.
10.2*	Form of Restricted Stock Agreement.
10.3*	Form of Notice of LTIP Award Agreement Changes (RSU Awards)
10.4*	Form of Notice of LTIP Award Agreement Changes (Time-Vesting Option Awards)
10.5*	Form of Notice of LTIP Award Agreement Changes (Restricted Stock Awards)
10.6*	Form of Notice of LTIP Award Agreement Changes (Performance Vesting Option Awards)

* filed herewith

SIGNATURES

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

CHARTER COMMUNICATIONS, INC.,
Registrant

By: /s/ Kevin D. Howard
Kevin D. Howard
Senior Vice President - Finance, Controller and
Chief Accounting Officer

Date: January 22, 2014

EXHIBIT INDEX

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* filed herewith

NONQUALIFIED STOCK OPTION AGREEMENT

THIS AGREEMENT, made as of _____ (the "Grant Date"), between Charter Communications, Inc., a Delaware corporation (the "Company"), and _____ (the "Optionee").

Unless otherwise defined herein, terms defined in the Charter Communications, Inc. 2009 Stock Incentive Plan (the "Plan") shall have the same defined meanings in this 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:	$_____
Total Number of Shares under Option:	_____
Exercise 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.

Abigail T. Pfeiffer, SVP - Human Resources

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 24 of this Agreement.

_____

Optionee

1. Grant of Option.

1.1 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.

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

1.3 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.

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 for a period of ten (10) years from the Grant Date (the "Exercise Term") and shall expire as of the tenth (10th) anniversary of the Grant Date ("Exercise Expiration Date"); provided, however, that the Option may be earlier or later terminated as provided under the terms of the Plan and this Agreement.

4. Vesting of Option.

4.1 Vesting. Unless otherwise provided in this Agreement, 100% of the Option granted hereunder shall vest and become exercisable on the third anniversary of the Grant Date. The right of purchase shall continue, unless sooner exercised or terminated as herein provided, during the remaining period of the Exercise Term.

4.2 Certain Terminations. Notwithstanding anything to the contrary set forth in any employment agreement between the Optionee and the Company, the Plan or this Agreement, upon the termination of employment of the Optionee: (i) by the Company, or any of its Subsidiaries, for Cause, by the Optionee without Good Reason, the unvested Option shall be cancelled and forfeited; or (ii) as a result of the Optionee's death, Disability or Retirement, or by the Company, or any of its Subsidiaries, without Cause or by the Optionee for Good Reason, then, subject to 4.3 and 4.4 hereof: (A) all or any portion of the unvested Option that does not vest pursuant to Section 4.2(ii)(B) hereof shall be cancelled and forfeited; and (B) a pro-rata portion of the Option (based on the number of days of the vesting period that has elapsed as of such termination) shall vest and become exercisable as of the date of such termination. Notwithstanding any fractional number of Shares resulting from the application of the foregoing provision, the Option shall only be exercisable with respect to a whole number of shares.

4.3 Change in Control. Notwithstanding anything to the contrary set forth in Section 4.2 hereof, any employment agreement between the Optionee and the Company, the Plan or this Agreement, if, within thirty (30) days prior or twelve (12) months following the completion of a Change in Control or at any time prior to a Change in Control at the request of a prospective purchaser whose proposed purchase would constitute a Change in Control upon its completion, the Company, or any of its Subsidiaries, terminates the Optionee's employment without Cause or the Optionee terminates his or her employment for Good Reason, the unvested Options shall immediately vest and become fully exercisable.

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

5. Definitions. For purposes of this Agreement, the following terms shall have the following definitions. Unless otherwise provided herein, the terms defined in this Section 5 shall control over similar terms defined in the Plan.

5.1 "Change in Control" shall mean (a) in the case where there is an employment agreement in effect between the Company and the Optionee on the Grant Date that defines "change in control" (or words of like import), "change in control" as defined under such agreement or (b) in the case where there is no employment agreement in effect between the Company and the Optionee on the Grant Date that defines "change in control" (or words of like import), "change in control" as defined in the Plan.

5.2 "Good Reason", in the case of an Optionee whose employment with the Company or a Subsidiary is subject to the terms of an employment agreement between such Optionee and the Company or Subsidiary, which employment agreement includes a definition of "Good Reason", "Good Reason" shall have the meaning ascribed in such employment agreement; otherwise, "Good Reason" shall mean any of the events described hereafter that occur without the Optionee's prior written consent: (i) any reduction in Optionee's then annual base salary, (ii) any failure to pay Optionee's compensation when due; or (iii) relocation of Optionee's primary workplace to a location that is more than fifty (50) miles from the office where the Optionee is then assigned to work as Optionee's principal office; (in each case "(i)" through "(iii)" only if Optionee objects in writing within thirty (30) days after being informed of such condition and unless Company retracts and/or rectifies the claimed Good Reason within fifteen (15) days following Company's receipt of timely written objection from Optionee); provided, however, that a termination of employment will not be considered on account of Good Reason unless it occurs no later than fifteen (15) days following the maximum period for the Company to retract or rectify the claimed Good Reason.

6. Manner of Exercise and Payment.

6.1 Subject to the terms and conditions of this Agreement and the Plan, the vested portion of the Option may be exercised 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.

6.2 The notice of exercise described in Section 6.1 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 of this Agreement, and in the manner as may be permitted by the Committee its discretion pursuant to Section 13 of this Agreement.

6.3 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 affect the transfer to the Optionee of the number of Shares as to which such exercise was effective.

6.4 Except as otherwise provided in Section 11, 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.

7. Exercisability upon Termination of Employment.

If the employment of the Optionee is terminated for any reason, the vested portion of the Option shall continue to be exercisable in whole or in part at any time for six (6) months after the date of such termination, but in no event after the Exercise Expiration Date.

8. Confidentiality/Proprietary Developments/Competition and Non-Interference.

Notwithstanding anything in this Section 8 or otherwise in this Agreement to the contrary, in the case of an Optionee whose employment with the Company or a Subsidiary is subject to the terms of an employment agreement between such Optionee and the Company or Subsidiary, which employment agreement includes the restrictive covenants covered in this Section 8, the restrictive covenants and all terms and conditions governing same as set forth in said employment agreement shall control and supersede this Section 8; otherwise:

8.1. Confidentiality.

8.1.1 Acknowledgments by Optionee. Optionee acknowledges that: (a) during the term of this Agreement and as a part of Optionee's employment with the Company or its subsidiaries, Optionee has been and will be afforded access to Confidential Information (as defined below); (b) public disclosure of such Confidential Information could have an adverse

effect on the Company and its business; (c) because Optionee possesses substantial technical expertise and skill with respect to the Company's business, Company desires to obtain exclusive ownership of each invention by Optionee while Optionee is employed by the Company, and the Company will be at a substantial competitive disadvantage if it fails to acquire exclusive ownership of each such invention by Optionee; and (d) the provisions of this Section 8 are reasonable and necessary to prevent the improper use or disclosure of Confidential Information and to provide Company with exclusive ownership of all inventions and works made or created by Optionee.

8.1.2 Confidential Information.

(i) The Optionee acknowledges that during the term of this Agreement, including during Optionee's employment, Optionee will have access to and may obtain, develop, or learn of Confidential Information (as defined below) under and pursuant to a relationship of trust and confidence. The Optionee shall hold such Confidential Information in strictest confidence and never at any time, during or after Optionee's employment terminates, directly or indirectly use for Optionee's own benefit or otherwise (except in connection with the performance of any duties as an employee) any Confidential Information, or divulge, reveal, disclose or communicate any Confidential Information to any unauthorized person or entity in any manner whatsoever.

(ii) As used in this Agreement, the term "Confidential Information" shall include, but not be limited to, any of the following information relating to the Company and its business learned by the Optionee during the term of this Agreement or as a result of Optionee's employment with Company:

(A) information regarding the Company's business proposals, manner of the Company's operations, and methods of selling or pricing any products or services;

(B) the identity of persons or entities actually conducting or considering conducting business with the Company, and any information in any form relating to such persons or entities and their relationship or dealings with the Company or its affiliates;

(C) any trade secret or confidential information of or concerning any business operation or business relationship;

(D) computer databases, software programs and information relating to the nature of the hardware or software and how said hardware or software is used in combination or alone;

(E) information concerning Company personnel, confidential financial information, customer or customer prospect information, information concerning subscribers, subscriber and customer lists and data, methods and formulas for estimating costs and setting prices,

engineering design standards, testing procedures, research results (such as marketing surveys, programming trials or product trials), cost data (such as billing, equipment and programming cost projection models), compensation information and models, business or marketing plans or strategies, deal or business terms, budgets, vendor names, programming operations, product names, information on proposed acquisitions or dispositions, actual performance compared to budgeted performance, long-range plans, internal financial information (including but not limited to financial and operating results for certain offices, divisions, departments, and key market areas that are not disclosed to the public in such form), results of internal analyses, computer programs and programming information, techniques and designs, and trade secrets;

(F) information concerning the Company's employees, officers, directors or shareholders; and

(G) any other trade secret or information of a confidential or proprietary nature.

(iii) Optionee shall not make or use any notes or memoranda relating to any Confidential Information except for uses reasonably expected by Optionee to be for the benefit of the Company, and will, at the Company's request, return each original and every copy of any and all notes, memoranda, correspondence, diagrams or other records, in written or other form, that Optionee may at any time have within his possession or control that contain any Confidential Information.

(iv) Notwithstanding the foregoing, Confidential Information shall not include information which has come within the public domain through no fault of or action by Optionee or which has become rightfully available to Optionee on a non-confidential basis from any third party, the disclosure of which to Optionee does not violate any contractual or legal obligation such third party has to the Company or its affiliates with respect to such Confidential Information. None of the foregoing obligations or restrictions applies to any part of the Confidential Information that Optionee demonstrates was or became generally available to the public other than as a result of a disclosure by Optionee or by any other person bound by a confidentiality obligation to the Company in respect of such Confidential Information.

(v) Optionee will not remove from the Company's premises (except to the extent such removal is for purposes of the performance of Optionee's duties to the Company at home or while traveling, or except as otherwise specifically authorized by the Company) any Company document, record, notebook, plan, model, component, device, or computer software or code, whether embodied in a disk or in any other form (collectively, the "Proprietary Items"). Optionee recognizes that, as between the Company and Optionee, all of the Proprietary Items, whether or not developed by Optionee, are the exclusive property of the Company. Upon termination of Optionee's employment by either party, or upon the request of the Company during the term of this Agreement, Optionee will return to the Company all of the Proprietary Items in Optionee's possession or subject to Optionee's control, including all

equipment (e.g., laptop computers, cell phone, portable e-mail devices, etc.), documents, files and data, and Optionee shall not retain any copies, abstracts, sketches, or other physical embodiment of any such Proprietary Items.

8.2 Proprietary Developments.

8.2.1 Any and all inventions, products, discoveries, improvements, processes, methods, computer software programs, models, techniques, or formulae (collectively, hereinafter referred to as "Developments"), made, conceived, developed, or created by Optionee (alone or in
conjunction with others, during regular work hours or otherwise) during Optionee's employment which may be directly or indirectly useful in, or relate to, the business conducted or to be conducted by the Company will be promptly disclosed by Optionee to the Company and shall be the Company's exclusive property. The term "Developments" shall not be deemed to include inventions, products, discoveries, improvements, processes, methods, computer software programs, models, techniques, or formulae which were in the possession of Optionee prior to the commencement of Optionee's employment with the Company. Optionee hereby transfers and assigns to the Company all proprietary rights which Optionee may have or acquire in any Developments and Optionee waives any other special right which Optionee may have or accrue therein. Optionee will execute any documents and agrees to take any actions that may be required, in the reasonable determination of Company's counsel, to effect and confirm such assignment, transfer and waiver, to direct the issuance of patents, trademarks, or copyrights to Company with respect to such Developments as are to be Company's exclusive property or to vest in Company title to such Developments; provided, however, that the expense of securing any patent, trademark or copyright shall be borne by the Company. The parties agree that Developments shall constitute Confidential Information.

8.2.2 "Work Made for Hire." Any work performed by Optionee during Optionee's employment with Company shall be considered a "Work Made for Hire" as defined in the U.S. Copyright laws, and shall be owned by and for the express benefit of the Company. In the event it should be established that such work does not qualify as a Work Made for Hire, Optionee agrees to and does hereby assign to the Company all of Optionee's right, title, and interest in such work product including, but not limited to, all copyrights and other proprietary rights.

8.3 Non-Competition and Non-Interference.

8.3.1 Acknowledgments by Optionee. Optionee acknowledges and agrees that: (a) the services to be performed by Optionee under this Agreement are of a special, unique, unusual, extraordinary, and intellectual character; (b) the Company competes with other businesses that are or could be located in any part of the United States; and (c) the provisions of this Section 8.3 are reasonable and necessary to protect the Company's business and lawful protectable interests, and do not impair Optionee's ability to earn a living.

8.3.2 Covenants of Optionee. For purposes of this Section 8.3, the term "Restricted Period" shall mean the period commencing as of the date of this Agreement and terminating on the second anniversary (or, in the case of Section 8.3.2(iii), the first anniversary),

of the date Optionee's employment terminated provided that the "Restricted Period" also shall encompass any period of time from whichever anniversary date is applicable until and ending on the last date Optionee is to be paid any payment. In consideration of the acknowledgments by Optionee, and in consideration of the compensation and benefits to be paid or provided to Optionee by the Company, Optionee covenants and agrees that during the Restricted Period, the Optionee will not, directly or indirectly, for Optionee's own benefit or for the benefit of any other person or entity other than the Company:

(i) in the United States or any other country or territory where the Company then conducts its business: engage in, operate, finance, control or be employed by a "Competitive Business" (defined below); serve as an officer or director of a Competitive Business (regardless of where Optionee then lives or conducts such activities); perform any work as an employee, consultant (other than as a member of a professional consultancy, law firm, accounting firm or similar professional enterprise that has been retained by the Competitive Business and where Optionee has no direct role in such professional consultancy and maintains the confidentiality of all information acquired by Optionee during his or her employment with the Company), contractor, or in any other capacity with, a Competitive Business; directly or indirectly invest or own any interest in a Competitive Business (regardless of where Optionee then lives or conducts such activities); or directly or indirectly provide any services or advice to any business, person or entity who or which is engaged in a Competitive Business (other than as a member of a professional consultancy, law firm, accounting firm or similar professional enterprise that has been retained by the Competitive Business and where Optionee has no direct role in such professional consultancy and maintains the confidentiality of all information acquired by Optionee during his or her employment with the Company). A "Competitive Business" is any business, person or entity who or which, anywhere within that part of the United States, or that part of any other country or territory, where the Company conducts business; owns or operates a cable television system; provides direct television or any satellite-based, telephone system-based, internet-based or wireless system for delivering television, music or other entertainment programming (other than as an ancillary service, such as cellular telephone providers); provides telephony services using any wired connection or fixed (as opposed to mobile) wireless application; provides data or internet access services; or offers, provides, markets or sells any service or product of a type that is offered or marketed by or directly competitive with a service or product offered or marketed by the Company at the time Optionee's employment terminates; or who or which in any case is preparing or planning to do so. The provisions of this Section 8.3 shall not be construed or applied: (A) so as to prohibit Optionee from owning not more than five percent (5%) of any class of securities that is publicly traded on any national or regional securities exchange, as long as Optionee's investment is passive and Optionee does not lend or provide any services or advice to such business or otherwise violate the terms of this Agreement in connection with such investment; or (B) so as to prohibit Optionee from working as an employee, consultant or contractor in the cable television business for a company/business that owns or operates cable television franchises (by way of current example only, Time Warner Cable, Cablevision, Cox or Comcast), provided that the company/business is not providing cable services in any political subdivision/ geographic area where the Company has a franchise or provides cable services (other than nominal overlaps of service areas) and the company/business is otherwise not engaged in a Competitive Business,

and provided Optionee does not otherwise violate the terms of this Agreement in connection with that work;

(ii) contact, solicit or provide any service or product of a type offered by, or competitive with, any product or service provided by the Company to any person or entity that was a customer franchisee, or prospective customer of the Company at any time during Optionee's employment (a prospective customer being one to whom the Company had made a business proposal within twelve (12) months prior to the time Optionee's employment terminated); or directly solicit or encourage any customer, franchisee or subscriber of the Company to purchase any service or product of a type offered by or competitive with any product or service provided by the Company, or to reduce the amount or level of business purchased by such customer, franchisee or subscriber from the Company; or take away or procure for the benefit of any competitor of the Company, any business of a type provided by or competitive with a product or service offered by the Company; or

(iii) solicit or recruit for employment, any person or persons who are employed by Company or any of its subsidiaries or affiliates, or who were so employed at any time within a period of six (6) months immediately prior to the date Optionee's employment terminated, or otherwise interfere with the relationship between any such person and the Company; nor will the Optionee assist anyone else in recruiting any such employee to work for another company or business or discuss with any such person his or her leaving the employ of the Company or engaging in a business activity in competition with the Company. This provision shall not apply to secretarial, clerical, custodial or maintenance employees. If Optionee violates any covenant contained in this Section 8.3, then the term of the covenants in this Section shall be extended by the period of time Optionee was in violation of the same.

8.3.3 Provisions Pertaining to the Covenants. Optionee recognizes that the existing business of the Company extends to various locations and areas throughout the United States and may extend hereafter to other countries and territories and agrees that the scope of Section 8.3 shall extend to any part of the United States, and any other country or territory, where the Company operates or conducts business, or has concrete plans to do so at the time Optionee's employment terminates. It is agreed that the Optionee's services hereunder are special, unique, unusual and extraordinary giving them peculiar value, the loss of which cannot be reasonably or adequately compensated for by damages, and in the event of the Optionee's breach of this Section, Company shall be entitled to equitable relief by way of injunction or otherwise in addition to the cessation of payments and benefits hereunder. If any provision of Section 8 of this Agreement is deemed to be unenforceable by a court (whether because of the subject matter of the provision, the duration of a restriction, the geographic or other scope of a restriction or otherwise), that provision shall not be rendered void but the parties instead agree that the court shall amend and alter such provision to such lesser degree, time, scope, extent and/or territory as will grant Company the maximum restriction on Optionee's activities permitted by applicable law in such circumstances. Company's failure to exercise its rights to enforce the provisions of this Agreement shall not be affected by the existence or non existence of any other similar agreement for anyone else employed by the Company or by Company's failure to exercise any of its rights under any such agreement.

8.4 Notices. In order to preserve the Company's rights under this Agreement, the Company is authorized to advise any potential or future employer, any third party with whom Optionee may become employed or enter into any business or contractual relationship with, and any third party whom Optionee may contact for any such purpose, of the existence of this Agreement and its terms, and the Company shall not be liable for doing so.

8.5 Injunctive Relief and Additional Remedy. Optionee acknowledges that the injury that would be suffered by the Company as a result of a breach of the provisions of this Agreement (including any provision of Section 8) would be irreparable and that an
award of monetary damages to the Company for such a breach would be an inadequate remedy. Consequently, the Company will have the right, in addition to any other rights it may have, to obtain injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce any provision of this Agreement and the Company will not be obligated to post bond or other security in seeking such relief. Without limiting the Company's rights under this Section or any other remedies of Company, if Optionee breaches any of the provisions of Section 8, the Company will have the right to cease making any payments otherwise due to Optionee under this Agreement.

8.6 Covenants of Section 8 are Essential and Independent Covenants. To the extent applicable to Optionee, the covenants by Optionee in Section 8 are essential elements of this Agreement, and without Optionee's agreement to comply with such covenants; the Company would not have entered into this Agreement or employed Optionee. Company and Optionee have independently consulted their respective counsel and have been advised in all respects concerning the reasonableness and propriety of such covenants, with specific regard to the nature of the business conducted by the Company. Optionee's covenants in Section 8 are independent covenants and the existence of any claim by Optionee against the Company, under this Agreement or otherwise, will not excuse Optionee's breach of any covenant in Section 8. If Optionee's employment hereunder is terminated, this Agreement will continue in full force and effect as is necessary or appropriate to enforce the covenants and agreements of Optionee in Section 8. The Company's right to enforce the covenants in Section 8 shall not be adversely affected or limited by the Company's failure to have an agreement with another employee with provisions at least as restrictive as those contained in Section 8, or by the Company's failure or inability to enforce (or agreement not to enforce) in full the provisions of any other or similar agreement containing one or more restrictions of the type specified in Section 8 of this Agreement.

9. Nontransferability.

Unless otherwise agreed to by the Committee, the Option shall not be transferable other than by will or by the laws of descent and distribution, and during the lifetime of the Optionee, the Option shall be exercisable only by the Optionee.

10. No Right to Continued Employment.

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.

11. Adjustments.

11.1 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.

11.2 Dividends and Other Distributions. If the Company: (i) makes 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 (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 the Fair Market Value on the date of grant), in the case of clauses (ii) and (iii) at a price below Fair Market Value, and 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 spread by decreasing the Exercise Price, in a manner consistent with 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 13.2 shall be implemented in accordance with, and to the extent permitted by, Treasury Regulation § 1.409A-1(b)(5)(v)(D).

12. 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") that does not constitute a Change in Control (as defined in the Plan), the Option shall continue in effect in accordance with their respective terms, except that the Committee may, in its discretion, do one or more of the following: (i) shorten the period during which the Option is exercisable (provided they remain exercisable for at least thirty (30) days after the date on which notice of such shortening is given to the Optionee); (ii) accelerate the vesting schedule with respect to the Option; (iii) arrange to have the surviving or successor entity assume the Option or grant replacement Option with appropriate adjustments in the exercise prices, 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 the stock, securities or other property (including cash) as may be issuable or payable as a result of such Transaction with respect to or in exchange for the number of Shares purchasable and receivable upon the exercise of the Option had such exercise occurred in full prior to the Transaction; or (iv) 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. The treatment of any Option as provided in this Section 14 shall be conclusively presumed to be appropriate for purposes of Section 10 of the Plan.

13. 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. The Company shall have the right to deduct from any payment to an 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 (the "Tax Election"), which may be accepted or rejected in the discretion of the Committee, 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 Committee may, in its discretion, provide that an 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.

14. Excise Tax Limitation.

14.1 Notwithstanding anything contained in this Agreement to the contrary, to the extent that any payment, distribution or acceleration of vesting to or for the benefit of the Optionee by the Company (within the meaning of Section 280G of the Code and the regulations thereunder), whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the "Total Payments") is or will be subject to the excise tax imposed under Section 4999 of the Code (the "Excise Tax"), then the Total Payments shall be reduced (but not below zero) if and to the extent that a reduction in the Total Payments would result in the Optionee retaining a larger amount, on an after-tax basis (taking into account federal, state and local income taxes and the Excise Tax), than if the Optionee received the entire amount of such Total Payments. Unless the Optionee shall have given prior written notice specifying a different order to the Company to effectuate the foregoing in accordance with Code Section 409A, the Company shall reduce or eliminate the Total Payments, by first reducing or eliminating the portion of the Total Payments which are payable in cash and then by reducing or eliminating non-cash payments, in each case in reverse order beginning with payments or benefits which are to be paid the farthest in time from the Determination (as hereinafter defined). Any notice given by the Optionee pursuant to the preceding sentence shall take precedence over the provisions of any other plan, arrangement or agreement governing the Optionee's rights and entitlements to any benefits or compensation.

14.2 The determination of whether the Total Payments shall be reduced as provided in Section 12.2(a) of the Plan and the amount of such reduction shall be made at the Company's expense by an accounting firm selected by the Company from among the four largest

accounting firms in the United States or at the Company's expense by an attorney selected by the Company. Such accounting firm or attorney (the "Determining Party") shall provide its determination (the "Determination"), together with detailed supporting calculations and documentation to the Company and the Optionee within thirty (30) days of the termination of Optionee's employment. If the Determining Party determines that no Excise Tax is payable by the Optionee with respect to the Total Payments, it shall furnish the Optionee with an opinion reasonably acceptable to the Optionee that no Excise Tax will be imposed with respect to any such payments and, absent manifest error, such Determination shall be binding, final and conclusive upon the Company and the Optionee. If the Determining Party determines that an Excise Tax would be payable, the Optionee shall have the right to accept the Determination of the Determining Party as to the extent of the reduction, if any, pursuant to Section 12.2(a) of the Plan, or to have such Determination reviewed by an accounting firm selected by the Optionee, at the Optionee's expense. If the Optionee's accounting firm and the Determining Party do not agree, a third accounting firm shall be jointly chosen by the Determining Party and the Optionee, in which case the determination of such third accounting firm shall be binding, final and conclusive upon the Company and the Optionee.

15. 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.

16. Entire Agreement; Modification of Agreement.

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 any employment agreement between the Optionee and the Company, the vesting of the Option, including, without limitation, upon a termination of the Optionee's employment and upon a Change in Control, shall be governed by the terms of this Agreement. This Agreement may be modified, amended, suspended or terminated by the Committee in its discretion at any time, and any terms or conditions may be waived by the Committee in its discretion at any time; provided, however, that all such modifications, amendments, suspensions, terminations or waivers that shall adversely affect an Optionee shall only be effective pursuant to a written instrument executed by the parties hereto.

17. Severability.

Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.

18. 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.

19. Successors in Interest.

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.

20. 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.

21. Acquired Rights.

The Optionee acknowledges and agrees that: (a) the Company may terminate or amend the Plan at any time; (b) the award of the Option 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.

22. 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.

23. 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.

24. 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 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.

RESTRICTED STOCK UNIT AGREEMENT

THIS AGREEMENT, made as of _____ (the "Grant Date"), between Charter Communications, Inc., a Delaware corporation (the "Company"), and _____ (the "Participant").

Unless otherwise defined herein, terms defined in the Charter Communications, Inc. 2009 Stock Incentive Plan (the "Plan") shall have the same defined meanings in this 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:	_____

Charter Communications, Inc.

Abigail T. Pfeiffer, SVP - Human Resources

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 23 of this Agreement.

_____

Participant

1.1. 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.

1.2. Definitions. For purposes of this Agreement, the following terms shall have the following definitions. Unless otherwise provided herein, the terms defined in this Section 1.2 shall control over similar terms defined in the Plan.

(a) "Change in Control" shall mean (a) in the case where there is an employment agreement in effect between the Company and the Participant on the Grant Date that defines "change in control" (or words of like import), "change in control" as defined under such agreement or (b) in the case where there is no employment agreement in effect between the Company and the Participant on the Grant Date that defines "change in control" (or words of like import), "change in control" as defined in the Plan.

(b) "Good Reason", in the case of a Participant whose employment with the Company or a Subsidiary is subject to the terms of an employment agreement between such Participant and the Company or Subsidiary, and which employment agreement includes a definition of "Good Reason", "Good Reason" shall be as defined in such employment agreement; otherwise, "Good Reason" shall mean any of the events described hereafter that occur without the Participant's prior written consent: (i) any reduction in a Participant's then annual base salary, (ii) any failure to pay Participant's compensation when due; or (iii) relocation of Participant's primary workplace to a location that is more than fifty (50) miles from the office where the Participant is then assigned to work as Participant's principal office; (in each case "(i)" through "(iii)" only if Participant objects in writing within thirty (30) days after being informed of such condition and unless Company retracts and/or rectifies the claimed Good Reason within fifteen (15) days following Company's receipt of timely written objection from Participant); provided, however, that a Termination of Employment will not be considered on account of Good Reason unless it occurs no later than fifteen (15) days following the maximum period for the Company to retract or rectify the claimed Good Reason.

(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.

3.1 Normal Vesting. Subject to restrictions and limitations in this Agreement and the Plan, 100% of the RSUs shall vest on the third anniversary of the Grant Date.

3.2 Certain Terminations. Notwithstanding anything to the contrary set forth in any employment agreement between the Participant and the Company, the Plan or this Agreement, upon the Termination of Employment of the Participant: (i) by the Company, or any of its Subsidiaries, for Cause, by the Participant without Good Reason, any unvested RSUs shall be cancelled and forfeited; or (ii) as a result of the Participant's death, Disability or Retirement, or by the Company or any of its Subsidiaries, without Cause or by the Participant for Good Reason, then, subject to Section 3.3 and 3.4 hereof: (A) all unvested RSUs that do not vest pursuant to Section 3.2(ii)(B) hereof shall be cancelled and forfeited; and (B) a pro-rata portion of the RSUs (based on the number of days of the vesting period that has elapsed as of such termination) shall vest as of the date of such Termination of Employment.

3.3 Change in Control. Notwithstanding anything to the contrary set forth in Section 3 hereof, any employment agreement between the Participant and the Company, the Plan or this Agreement, if, within thirty (30) days prior or twelve (12) months following the completion of a Change in Control or at any time prior to a Change in Control at the request of a prospective purchaser whose proposed purchase would constitute a Change in Control upon its completion, the Company, or any of its Subsidiaries, terminates the Participant's employment without Cause or the Participant terminates his or her employment for Good Reason, all unvested RSUs shall immediately vest.

3.4 Committee Discretion to Accelerate Vesting. Notwithstanding the foregoing, the Committee may, in its sole discretion, provide for accelerated vesting of the RSUs at any time and for any reason; provided that delivery of Shares for which vesting is accelerated shall not occur until the regularly scheduled vesting date for such shares (or, if earlier, the Participant's Termination of Employment).

4. Delivery of Shares.

4.1 General. Subject to the provisions of Sections 3.3, 4.2 and 4.3 hereof, within thirty (30) days following the vesting 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, in accordance with Section 20.5 of the Plan, 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 months after such a Termination of Employment. Any payment otherwise due in such six month period shall be suspended and become payable at the end of such six month period.

4.2 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 4.1 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.

4.3 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. Confidentiality/Proprietary Developments/Competition and Non-Interference.

Notwithstanding anything in this Section 6 or otherwise in this Agreement to the contrary, in the case of a Participant whose employment with the Company or a Subsidiary is subject to the terms of an employment agreement between such Participant and the Company or Subsidiary, which employment agreement includes the restrictive covenants covered in this Section 6, the restrictive covenants and all terms and conditions governing same as set forth in said employment agreement shall control and supersede this Section 6; otherwise:

6.1 Confidentiality.

6.1.1 Acknowledgments by Participant. Participant acknowledges that: (a) during the term of this Agreement and as a part of Participant's employment with the Company or its subsidiaries, Participant has been and will be afforded access to Confidential Information (as defined below); (b) public disclosure of such Confidential Information could have an adverse effect on the Company and its business; (c) because Participant possesses substantial technical expertise and skill with respect to the Company's business, Company desires to obtain exclusive ownership of each invention by Participant while Participant is employed by the Company, and the Company will be at a substantial competitive disadvantage if it fails to acquire exclusive ownership of each such invention by Participant; and (d) the provisions of this Section 6 are reasonable and necessary to prevent the improper use or disclosure of Confidential Information and to provide Company with exclusive ownership of all inventions and works made or created by Participant.

6.1.2 Confidential Information.

(i) The Participant acknowledges that during the term of this Agreement, including during Participant's employment, Participant will have access to and may obtain, develop, or learn of Confidential Information (as defined below) under and pursuant to a relationship of trust and confidence. The Participant shall hold such Confidential Information in strictest confidence and never at any time, during or after Participant's employment terminates, directly or indirectly use for Participant's own benefit or otherwise (except in connection with the performance of any duties as an employee) any Confidential Information, or divulge, reveal, disclose or communicate any Confidential Information to any unauthorized person or entity in any manner whatsoever.

(ii) As used in this Agreement, the term "Confidential Information" shall include, but not be limited to, any of the following information relating to the Company and its business learned by the Participant during the term of this Agreement or as a result of Participant's employment with Company:

(A) information regarding the Company's business proposals, manner of the Company's operations, and methods of selling or pricing any products or services;

(B) the identity of persons or entities actually conducting or considering conducting business with the Company, and any

information in any form relating to such persons or entities and their relationship or dealings with the Company or its affiliates;

(C) any trade secret or confidential information of or concerning any business operation or business relationship;

(D) computer databases, software programs and information relating to the nature of the hardware or software and how said hardware or software is used in combination or alone;

(E) information concerning Company personnel, confidential financial information, customer or customer prospect information, information concerning subscribers, subscriber and customer lists and data, methods and formulas for estimating costs and setting prices, engineering design standards, testing procedures, research results (such as marketing surveys, programming trials or product trials), cost data (such as billing, equipment and programming cost projection models), compensation information and models, business or marketing plans or strategies, deal or business terms, budgets, vendor names, programming operations, product names, information on proposed acquisitions or dispositions, actual performance compared to budgeted performance, long-range plans, internal financial information (including but not limited to financial and operating results for certain offices, divisions, departments, and key market areas that are not disclosed to the public in such form), results of internal analyses, computer programs and programming information, techniques and designs, and trade secrets;

(F) information concerning the Company's employees, officers, directors or shareholders; and

(G) any other trade secret or information of a confidential or proprietary nature.

(iii) Participant shall not make or use any notes or memoranda relating to any Confidential Information except for uses reasonably expected by Participant to be for the benefit of the Company, and will, at the Company's request, return each original and every copy of any and all notes, memoranda, correspondence, diagrams or other records, in written or other form, that Participant may at any time have within his possession or control that contain any Confidential Information.

(iv) Notwithstanding the foregoing, Confidential Information shall not include information which has come within the public domain through no fault of or action by Participant or which has become rightfully available to Participant on a non-confidential basis from any third party, the disclosure of which to Participant does not violate any contractual or legal obligation such third party has to the Company or its affiliates with respect to such Confidential Information. None of the foregoing obligations or restrictions

applies to any part of the Confidential Information that Participant demonstrates was or became generally available to the public other than as a result of a disclosure by Participant or by any other person bound by a confidentiality obligation to the Company in respect of such Confidential Information.

(v) Participant will not remove from the Company's premises (except to the extent such removal is for purposes of the performance of Participant's duties to the Company at home or while traveling, or except as otherwise specifically authorized by the Company) any Company document, record, notebook, plan, model, component, device, or computer software or code, whether embodied in a disk or in any other form (collectively, the "Proprietary Items"). Participant recognizes that, as between the Company and Participant, all of the Proprietary Items, whether or not developed by Participant, are the exclusive property of the Company. Upon termination of Participant's employment by either party, or upon the request of Company during the term of this Agreement, Participant will return to the Company all of the Proprietary Items in Participant's possession or subject to Participant's control, including all equipment (e.g., laptop computers, cell phone, portable e-mail devices, etc.), documents, files and data, and Participant shall not retain any copies, abstracts, sketches, or other physical embodiment of any such Proprietary Items.

6.2 Proprietary Developments.

6.2.1 Any and all inventions, products, discoveries, improvements, processes, methods, computer software programs, models, techniques, or formulae (collectively, hereinafter referred to as "Developments"), made, conceived, developed, or created by Participant (alone or in conjunction with others, during regular work hours or otherwise) during Participant's employment which may be directly or indirectly useful in, or relate to, the business conducted or to be conducted by the Company will be promptly disclosed by Participant to the Company and shall be the Company's exclusive property. The term "Developments" shall not be deemed to include inventions, products, discoveries, improvements, processes, methods, computer software programs, models, techniques, or formulae which were in the possession of Participant prior to the commencement of Participant's employment with the Company. Participant hereby transfers and assigns to the Company all proprietary rights which Participant may have or acquire in any Developments and Participant waives any other special right which Participant may have or accrue therein. Participant will execute any documents and agrees to take any actions that may be required, in the reasonable determination of Company's counsel, to effect and confirm such assignment, transfer and waiver, to direct the issuance of patents, trademarks, or copyrights to Company with respect to such Developments as are to be Company's exclusive property or to vest in Company title to such Developments; provided, however, that the expense of securing any patent, trademark or copyright shall be borne by the Company. The parties agree that Developments shall constitute Confidential Information.

6.2.2 "Work Made for Hire." Any work performed by Participant during Participant's employment with Company shall be considered a "Work Made for Hire" as defined in the U.S. Copyright laws, and shall be owned by and for the express benefit of the Company. In the event it should be established that such work does not qualify as a Work Made for Hire, Participant agrees to and does hereby assign to the Company all of Participant's right, title, and

interest in such work product including, but not limited to, all copyrights and other proprietary rights.

6.3 Non-Competition and Non-Interference.

6.3.1 Acknowledgments by Participant. Participant acknowledges and agrees that: (a) the services to be performed by Participant under this Agreement are of a special, unique, unusual, extraordinary, and intellectual character; (b) the Company competes with other businesses that are or could be located in any part of the United States; and (c) the provisions of this Section 6.3 are reasonable and necessary to protect the Company's business and lawful protectable interests, and do not impair Participant's ability to earn a living.

6.3.2 Covenants of Participant. For purposes of this Section 8, the term "Restricted Period" shall mean the period commencing as of the date of this Agreement and terminating on the second anniversary (or, in the case of Section 6.3.2(iii), the first anniversary), of the date Participant's employment terminated provided that the "Restricted Period" also shall encompass any period of time from whichever anniversary date is applicable until and ending on the last date Participant is to be paid any payment. In consideration of the acknowledgments by Participant, and in consideration of the compensation and benefits to be paid or provided to Participant by the Company, Participant covenants and agrees that during the Restricted Period, the Participant will not, directly or indirectly, for Participant's own benefit or for the benefit of any other person or entity other than the Company:

(i) in the United States or any other country or territory where the Company then conducts its business: engage in, operate, finance, control or be employed by a "Competitive Business" (defined below); serve as an officer or director of a Competitive Business (regardless of where Participant then lives or conducts such activities); perform any work as an employee, consultant (other than as a member of a professional consultancy, law firm, accounting firm or similar professional enterprise that has been retained by the Competitive Business and where Participant has no direct role in such professional consultancy and maintains the confidentiality of all information acquired by Participant during his or her employment with the Company), contractor, or in any other capacity with, a Competitive Business; directly or indirectly invest or own any interest in a Competitive Business (regardless of where Participant then lives or conducts such activities); or directly or indirectly provide any services or advice to any business, person or entity who or which is engaged in a Competitive Business (other than as a member of a professional consultancy, law firm, accounting firm or similar professional enterprise that has been retained by the Competitive Business and where Participant has no direct role in such professional consultancy and maintains the confidentiality of all information acquired by Participant during his or her employment with the Company). A "Competitive Business" is any business, person or entity who or which, anywhere within that part of the United States, or that part of any other country or territory, where the Company conducts business; owns or operates a cable television system; provides direct television or any satellite-based, telephone system-based, internet-based or wireless system for delivering television, music or other entertainment programming (other than as an ancillary service, such as cellular telephone providers); provides telephony services using any wired connection or fixed (as opposed to mobile) wireless application; provides data or internet access services; or offers,

provides, markets or sells any service or product of a type that is offered or marketed by or directly competitive with a service or product offered or marketed by the Company at the time Participant's employment terminates; or who or which in any case is preparing or planning to do so. The provisions of this Section 6.3 shall not be construed or applied: (A) so as to prohibit Participant from owning not more than five percent (5%) of any class of securities that is publicly traded on any national or regional securities exchange, as long as Participant's investment is passive and Participant does not lend or provide any services or advice to such business or otherwise violate the terms of this Agreement in connection with such investment; or (B) so as to prohibit Participant from working as an employee, consultant or contractor in the cable television business for a company/business that owns or operates cable television franchises (by way of current example only, Time Warner Cable, Cablevision, Cox or Comcast), provided that the company/business is not providing cable services in any political subdivision/ geographic area where the Company has a franchise or provides cable services (other than nominal overlaps of service areas) and the company/business is otherwise not engaged in a Competitive Business, and provided Participant does not otherwise violate the terms of this Agreement in connection with that work;

(ii) contact, solicit or provide any service or product of a type offered by, or competitive with, any product or service provided by the Company to any person or entity that was a customer franchisee, or prospective customer of the Company at any time during Participant's employment (a prospective customer being one to whom the Company had made a business proposal within twelve (12) months prior to the time Participant's employment terminated); or directly solicit or encourage any customer, franchisee or subscriber of the Company to purchase any service or product of a type offered by or competitive with any product or service provided by the Company, or to reduce the amount or level of business purchased by such customer, franchisee or subscriber from the Company; or take away or procure for the benefit of any competitor of the Company, any business of a type provided by or competitive with a product or service offered by the Company; or

(iii) solicit or recruit for employment, any person or persons who are employed by Company or any of its subsidiaries or affiliates, or who were so employed at any time within a period of six (6) months immediately prior to the date Participant's employment terminated, or otherwise interfere with the relationship between any such person and the Company; nor will the Participant assist anyone else in recruiting any such employee to work for another company or business or discuss with any such person his or her leaving the employ of the Company or engaging in a business activity in competition with the Company. This provision shall not apply to secretarial, clerical, custodial or maintenance employees. If Participant violates any covenant contained in this Section 6.3, then the term of the covenants in this Section shall be extended by the period of time Participant was in violation of the same.

6.3.3 Provisions Pertaining to the Covenants. Participant recognizes that the existing business of the Company extends to various locations and areas throughout the United States and may extend hereafter to other countries and territories and agrees that the scope of Section 6.3 shall extend to any part of the United States, and any other country or territory, where the Company operates or conducts business, or has concrete plans to do so at the time Participant's employment terminates. It is agreed that the Participant's services hereunder

are special, unique, unusual and extraordinary giving them peculiar value, the loss of which cannot be reasonably or adequately compensated for by damages, and in the event of the Participant's breach of this Section, Company shall be entitled to equitable relief by way of injunction or otherwise in addition to the cessation of payments and benefits hereunder. If any provision of Section 6 of this Agreement is deemed to be unenforceable by a court (whether because of the subject matter of the provision, the duration of a restriction, the geographic or other scope of a restriction or otherwise), that provision shall not be rendered void but the parties instead agree that the court shall amend and alter such provision to such lesser degree, time, scope, extent and/or territory as will grant Company the maximum restriction on Participant's activities permitted by applicable law in such circumstances. Company's failure to exercise its rights to enforce the provisions of this Agreement shall not be affected by the existence or non existence of any other similar agreement for anyone else employed by the Company or by Company's failure to exercise any of its rights under any such agreement.

6.4 Notices. In order to preserve the Company's rights under this Agreement, the Company is authorized to advise any potential or future employer, any third party with whom Participant may become employed or enter into any business or contractual relationship with, and any third party whom Participant may contact for any such purpose, of the existence of this Agreement and its terms, and the Company shall not be liable for doing so.

6.5 Injunctive Relief and Additional Remedy. Participant acknowledges that the injury that would be suffered by the Company as a result of a breach of the provisions of this Agreement (including any provision of Section 6) would be irreparable and that an award of monetary damages to the Company for such a breach would be an inadequate remedy. Consequently, the Company will have the right, in addition to any other rights it may have, to obtain injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce any provision of this Agreement and the Company will not be obligated to post bond or other security in seeking such relief. Without limiting the Company's rights under this Section or any other remedies of Company, if Participant breaches any of the provisions of Section 6, Company will have the right to cease making any payments otherwise due to Participant under this Agreement.

6.6 Covenants of Section 6 are Essential and Independent Covenants. To the extent applicable to Participant, the covenants by Participant in Section 6 are essential elements of this Agreement, and without Participant's agreement to comply with such covenants; the Company would not have entered into this Agreement or employed Participant. Company and Participant have independently consulted their respective counsel and have been advised in all respects concerning the reasonableness and propriety of such covenants, with specific regard to the nature of the business conducted by the Company. Participant's covenants in Section 6 are independent covenants and the existence of any claim by Participant against the Company, under this Agreement or otherwise, will not excuse Participant's breach of any covenant in Section 6. If Participant's employment hereunder is terminated, this Agreement will continue in full force and effect as is necessary or appropriate to enforce the covenants and agreements of Participant in Section 6. The Company's right to enforce the covenants in Section 6 shall not be adversely affected or limited by the Company's failure to have an agreement with another employee with provisions at least as restrictive as those contained in Section 6, or by the

Company's failure or inability to enforce (or agreement not to enforce) in full the provisions of any other or similar agreement containing one or more restrictions of the type specified in Section 6 of this Agreement.

7. 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.

8. 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.

9. Withholding of Tax.

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.

10. 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 10.

11. 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 11.

(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.

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. 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.

13. 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.

14. No Right to 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 shall 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.

15. 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.

16. 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.

17. 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.

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 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.

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 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.

NOTICE OF LONG TERM INCENTIVE PLAN RESTRICTED STOCK UNIT (“RSU”) AWARD AGREEMENT CHANGES

Certain changes to RSU agreements for awards granted on or after January 1, 2011 are being implemented effective as of January 15, 2014. The changes are generally favorable to you in that they provide for vesting of more RSU awards in the event of certain terminations of employment.

The following is a more detailed summary of the changes:

- Death/Disability/Retirement/Without Cause or Good Reason (without a Change in Control) Termination Events. The changes eliminate the requirement that restricted stock units be “eligible” in order for them to vest under the termination provisions. Further, unvested awards will no longer be cancelled and forfeited in the case of a retirement termination event.
    - In the event an employee’s employment is terminated as a result of death, Disability or retirement, or his or her employment is terminated by the Company without Cause (not in connection with a Change in Control), or an employee terminates for Good Reason (see new definition below) (also not in connection with a Change in Control), then a pro-rata portion of all unvested RSUs (without regard to eligibility) will vest on the next scheduled vesting date consistent with the pro-rata provisions contained in the applicable existing RSU award agreement; provided that, notwithstanding anything in the award agreement to the contrary, the pro-rata calculation for any pro-rata termination event going forward, if applicable, will be based on the number of days (as opposed to months) of the vesting year that have elapsed as of the day of the termination.
    - Any unvested RSUs that do not vest as of the date of termination will be cancelled and forfeited.
- Change of Control Termination Event. In the event an employee’s employment is terminated by the Company without Cause, or by the employee for Good Reason (see new definition below), with a Change of Control preceding such termination, then the employee will continue to be entitled to immediate full vesting of all outstanding unvested RSUs but without regard to eligibility.

- New "Good Reason" Definition. For purposes of applying the Good Reason termination provisions above, a new definition of Good Reason will be added to any Eligible Employee's award agreement. Prior award agreements did not contain a definition of Good Reason.
    - "Good Reason" will be as defined in the employee's employment agreement, if any. If the employee does not have an employment agreement that defines "Good Reason," then "Good Reason" will mean any of these events that occur without the employee's prior written consent: (i) any reduction in employee's then annual base salary, (ii) any failure to pay employee's compensation when due; or (iii) relocation of employee's primary workplace to a location that is more than fifty (50) miles from the office where the employee is then assigned to work as the employee's principal office; (in each case "(i)" through "(iii)" only if the employee objects in writing within thirty (30) days after being informed of such condition and unless Company retracts and/or rectifies the claimed Good Reason within fifteen (15) days following Company's receipt of timely written objection from the employee); provided, however, that a termination of employment will not be considered on account of Good Reason unless it occurs no later than fifteen (15) days following the maximum period for the Company to retract or rectify the claimed Good Reason.

These changes will only be effective for RSU agreements covering awards held by any current employee of the Company on January 15, 2014. These changes were approved and adopted by the Compensation and Benefits Committee in accordance with the Committee's authority under the 2009 Stock Incentive Plan.

NOTICE OF LONG TERM INCENTIVE PLAN TIME-VESTING OPTION AWARD CHANGES

Certain changes to time-vesting option agreements for awards granted on or after January 1, 2011 are being implemented effective January 15, 2014. The changes are generally favorable to you in that they provide for vesting of more time-vesting option awards in the event of certain terminations of employment.

The following is a more detailed summary of the changes:

- Death/Disability/Retirement/Without Cause or Good Reason (without a Change in Control) Termination Events. The changes eliminate the requirement that options be "eligible" in order for them to vest under the termination provisions. Further, unvested awards will no longer be cancelled and forfeited in the case of a retirement termination event.
    - In the event an employee's employment is terminated as a result of death, Disability or retirement, or his or her employment is terminated by the Company without Cause (not in connection with a Change in Control), or an employee terminates for Good Reason (see new definition below) (also not in connection with a Change in Control), a pro-rata portion of all unvested time-vesting Options (without regard to eligibility) shall vest consistent with the pro-rata vesting provisions contained in the existing award agreement and may be exercised for a period of time not to exceed the earlier of: six (6) months from the effective date of termination or the option expiration date specified in the award agreement.
    - Notwithstanding anything in the award agreement to the contrary, the pro-rata calculation will be based on the number of days (as opposed to months) of the vesting year that have elapsed as of the day of the termination, if applicable.
    - Any options that do not vest as of the day of termination will be cancelled and forfeited.

- Change of Control Termination Event. If, within thirty (30) days prior or twelve (12) months following completion of a Change of Control or at any time prior to a Change in Control at the request of a prospective purchaser whose proposed purchase would constitute a Change of Control upon its completion, the Company, or any of its Subsidiaries , terminates the employee's employment without Cause or the employee terminates his or her employment with Good Reason (see new definition below), the employee will continue to be entitled to immediate full vesting of all outstanding unvested time-vesting options but without regard to eligibility.

- New "Good Reason" Definition. For purposes of applying the Good Reason termination provisions above, a new definition of Good Reason will be added to any Eligible Employee's award agreement. Prior award agreements did not contain a definition of Good Reason.

    - "Good Reason" will be as defined in the employee's employment agreement, if any. If the employee does not have an employment agreement that defines "Good Reason," then "Good Reason" will mean any of these events that occur without the employee's prior written consent: (i) any reduction in employee's then annual base salary, (ii) any failure to pay employee's compensation when due; or (iii) relocation of employee's primary workplace to a location that is more than fifty (50) miles from the office where the employee is then assigned to work as the employee's principal office; (in each case "(i)" through "(iii)" only if the employee objects in writing within thirty (30) days after being informed of such condition and unless Company retracts and/or rectifies the claimed Good Reason within fifteen (15) days following Company's receipt of timely written objection from the employee); provided, however, that a termination of employment will not be considered on account of Good Reason unless it occurs no later than fifteen (15) days following the maximum period for the Company to retract or rectify the claimed Good Reason.

- For Cause Termination Event. In the event that an employee is terminated by the Company for cause, vested time-vesting options will no longer be forfeited and cancelled as of the effective date of the termination, and may be exercised for a period of time not to exceed the earlier of: six (6) months from the effective date of termination or the option expiration date specified in the award agreement. Unvested options will continue to be cancelled and forfeited.

These changes will only be effective for time-vesting option agreements covering awards held by any current employee of the Company on January 15, 2014. These changes were approved and adopted by the Compensation and Benefits Committee in accordance with the Committee's authority under the 2009 Stock Incentive Plan.

NOTICE OF LONG TERM INCENTIVE PLAN RESTRICTED STOCK AWARD CHANGES

Certain changes to restricted stock agreements for awards granted on or after January 1, 2011 are being implemented effective January 15, 2014. The changes are generally favorable to you in that they provide for vesting of more awards in the event of certain terminations of employment.

The following is a more detailed summary of the changes:

- Death/Disability/Retirement/Without Cause or Good Reason (without a Change in Control) Termination Events. The changes eliminate the requirement that shares be "eligible" in order for them to vest under the termination provisions.
    - In the event an employee's employment is terminated as a result of death, Disability or retirement, or his or her employment is terminated by the Company without Cause (not in connection with a Change in Control), or an employee terminates for Good Reason (see new definition below) (also not in connection with a Change in Control), a pro-rata portion of all unvested restricted shares (without regard to eligibility) shall vest (or remain outstanding and eligible to vest in the case of performance-vesting restricted stock) upon such termination consistent with the pro-rata vesting provisions contained in the applicable award agreement; provided, that, in the case of performance-vesting restricted shares, vesting will be contingent on meeting the applicable stock price threshold as provided in the award agreement.
    - Any restricted stock not vesting in accordance with the foregoing will be cancelled.

- Change of Control Termination Event. If, within thirty (30) days prior or twelve (12) months following completion of a Change of Control or at any time prior to a Change in Control at the request of a prospective purchaser whose proposed purchase would constitute a Change of Control upon its completion, the Company, or any of its Subsidiaries , terminates the employee's employment without Cause or the employee terminates his or her employment with Good Reason (as defined below), the employee will continue to be entitled to immediate full vesting of all outstanding unvested restricted stock but without regard to eligibility and subject, however, to the provisions contained in the applicable award agreement. Any restricted stock not vesting in accordance with the foregoing will be cancelled and forfeited.

- New "Good Reason" Definition. For purposes of applying the Good Reason termination provisions above, a new definition of Good Reason will be added to any employee's award agreement. Prior award agreements did not contain a definition of Good Reason.
    - "Good Reason" will be as defined in the employee's employment agreement, if any. If the employee does not have an employment agreement that defines "Good Reason," then "Good Reason" will mean any of these events that occur without the employee's prior written consent: (i) any reduction in employee's then annual base salary, (ii) any failure to pay employee's compensation when due; or (iii) relocation of employee's primary workplace to a location that is more than fifty (50) miles from the office where the

employee is then assigned to work as the employee's principal office; (in each case "(i)" through "(iii)" only if the employee objects in writing within thirty (30) days after being informed of such condition and unless Company retracts and/or rectifies the claimed Good Reason within fifteen (15) days following Company's receipt of timely written objection from the employee); provided, however, that a termination of employment will not be considered on account of Good Reason unless it occurs no later than fifteen (15) days following the maximum period for the Company to retract or rectify the claimed Good Reason.

These changes will only be effective for restricted stock agreements covering awards held by any current employee of the Company on January 15, 2014. These changes were approved and adopted by the Compensation and Benefits Committee in accordance with the Committee's authority under the 2009 Stock Incentive Plan.

NOTICE OF LONG TERM INCENTIVE PLAN PERFORMANCE-VESTING OPTION AWARD CHANGES

Certain changes to performance-vesting option agreements for awards granted on or after January 1, 2011 are being implemented effective January 15, 2014. The changes are generally favorable to you in that they provide for vesting of more awards in the event of certain terminations of employment.

The following is a more detailed summary of the changes:

- Death/Disability/Retirement/Without Cause or Good Reason (without a Change in Control) Termination Events. The changes eliminate the requirement that options be "eligible" in order for them to vest under the termination provisions. Further, unvested awards will no longer be cancelled and forfeited in the case of a death, disability or retirement termination event.
    - In the event an employee's employment is terminated as a result of death, Disability or retirement, or his or her employment is terminated by the Company without Cause (not in connection with a Change in Control), or an employee terminates for Good Reason (see new definition below) (also not in connection with a Change in Control), a pro-rata portion of all unvested Performance-Vesting Options (without regard to eligibility) shall remain outstanding and eligible to vest consistent with the pro-rata vesting provisions contained in the employee's existing award agreement; provided, that vesting will be contingent on meeting the applicable stock price threshold as provided in the award agreement..
    - Options that vest may be exercised for a period of time not to exceed the earlier of: six (6) months from the effective date of termination or the option expiration date specified in the award agreement.
    - Notwithstanding anything in the award agreement to the contrary, the pro-rata calculation will be based on the number of days (as opposed to months) of the vesting year that have elapsed as of the day of the termination, if applicable.
    - Any options that do not vest as of the date of termination will be cancelled and forfeited.
- Change of Control Termination Event. If, within thirty (30) days prior or twelve (12) months following completion of a Change of Control or at any time prior to a Change in Control at the request of a prospective purchaser whose proposed purchase would constitute a Change of Control upon its completion, the Company, or any of its Subsidiaries , terminates the employee's employment without Cause or the employee terminates his or her employment with Good Reason (see new definition below), employees will continue to be entitled to immediate full vesting of all outstanding unvested options but without regard to eligibility and subject, however, to the provisions contained in the employee's award agreement regarding the achievement of any stock

price threshold criteria. Any options not vesting in accordance with the applicable achievement criteria as of the date of termination will be cancelled and forfeited.

- New "Good Reason" Definition. For purposes of applying the Good Reason termination provisions above, a new definition of Good Reason will be added to the employee's award agreement. Prior award agreements did not contain a definition of Good Reason.
    - "Good Reason" will be as defined in the employee's employment agreement, if any. If the employee does not have an employment agreement that defines "Good Reason," then "Good Reason" will mean any of these events that occur without the employee's prior written consent: (i) any reduction in employee's then annual base salary, (ii) any failure to pay employee's compensation when due; or (iii) relocation of employee's primary workplace to a location that is more than fifty (50) miles from the office where the employee is then assigned to work as the employee's principal office; (in each case "(i)" through "(iii)" only if the employee objects in writing within thirty (30) days after being informed of such condition and unless Company retracts and/or rectifies the claimed Good Reason within fifteen (15) days following Company's receipt of timely written objection from the employee); provided, however, that a termination of employment will not be considered on account of Good Reason unless it occurs no later than fifteen (15) days following the maximum period for the Company to retract or rectify the claimed Good Reason.

- For Cause Termination Event. In the event that an employee is terminated by the Company for cause, vested options will no longer be forfeited and cancelled as of day of termination, and may be exercised for a period of time not to exceed the earlier of: six (6) months from the effective date of termination or the option expiration date specified in the option award agreement. Unvested options will continue to be cancelled and forfeited.

These changes will only be effective for restricted stock agreements covering awards held by any current employee of the Company on January 15, 2014. These changes were approved and adopted by the Compensation and Benefits Committee in accordance with the Committee's authority under the 2009 Stock Incentive Plan.