

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

Current Report

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 19, 2011



Charter Communications, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or Other Jurisdiction of Incorporation or Organization)

001-33664

(Commission File Number)

43-1857213

(I.R.S. Employer Identification Number)

12405 Powerscourt Drive

St. Louis, Missouri 63131

(Address of principal executive offices including zip code)

(314) 965-0555

(Registrant's telephone number, including area code)

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

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

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

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

Employment Agreement and Equity Award Agreements for New CEO

On December 19, 2011, Charter Communications, Inc. (the “Company”) entered into an Employment Agreement with Thomas Rutledge pursuant to which Mr. Rutledge will become the President and Chief Executive Officer of the Company effective February 13, 2012 (the “CEO Effective Date”) and a part-time employee effective December 19, 2011 (the “Employment Agreement”). The Employment Agreement is attached to this Report on Form 8-K as Exhibit 10.1. The following summarizes the material terms of the Employment Agreement:

- **Term:** four years, expiring February 13, 2016, with Mr. Rutledge entitled to resign for “Good Reason” (as defined in the Employment Agreement) if the Company does not renew the term on substantially similar terms and conditions (excluding the grant of equity or equity-based awards) for a one-year period after the end of the initial four-year term
- **Base Salary:** \$2.0 million, with annual increases as determined by the Compensation Committee of the board of directors of the Company
- **Target Bonus:** 175% of base salary for each calendar year that ends during the term, with a prorated bonus for 2012 to the extent earned based on the attainment of the applicable performance criteria
- **Equity Compensation:** Equity awards for a total of 1,258,500 shares of common stock of the Company granted on December 19, 2011 under the Company’s Amended and Restated 2009 Stock Incentive Plan in the form of (i) 646,800 stock options and (ii) 611,700 shares of restricted stock (together, the “Equity Awards”), with terms and conditions described below
- **Benefits:** Standard benefits provided to the Company’s senior executives in accordance with Company plans in effect from time to time; the Company must reimburse Mr. Rutledge for all reasonable travel expenses incurred in connection with his travel to the Company’s corporate offices, and Mr. Rutledge is entitled to use the Company jet for such travel and for up to 50 hours of discretionary personal use per calendar year (without carryover)
- **Termination Benefits:**
 - o Upon a termination of employment without “Cause” (as defined in the Employment Agreement) or a resignation for Good Reason, Mr. Rutledge is entitled to: (i) cash severance in installments for approximately two-years after the termination of his employment in an aggregate amount equal to 2.5 times his then-current base salary plus target bonus (such severance is paid in a lump sum if a change of control of the Company occurs or is deemed to occur after such termination of employment); (ii) a lump-sum payment equal to 30 times the Company’s monthly cost of continued healthcare coverage for Mr. Rutledge under COBRA as of the date of the termination of his employment; (iii) an amount in respect of the bonus granted to him for the year in which the termination of his employment occurs, prorated for his service and payable at the time bonuses are otherwise paid to executives (“Pro-Rata Bonus”); (iv) pro-rata vesting of his time-vesting Equity Awards (according to the terms and conditions of the award agreements); and (v) continue to hold a pro-rata share of his then-unvested performance-vesting Equity Awards, which shall continue to be eligible to vest subject to the attainment of the applicable performance criteria
 - o Upon a termination for death or disability, Mr. Rutledge is entitled to a Pro-Rata Bonus, and his then-unvested Equity Awards are forfeited
- **Change of Control:** Upon a termination of Mr. Rutledge’s employment without Cause or a resignation for Good Reason in either case within 30 days before or twelve months after a change of control of the Company, Mr. Rutledge’s then-unvested time-vesting Equity Awards vest in full; upon a change of control, Mr. Rutledge’s then-unvested performance-vesting Equity Awards vest to the extent the applicable performance criteria are attained upon the change of control
- **Non-Compete / Non-Solicitation Restrictive Covenants:** Mr. Rutledge is subject to a twelve-month non-compete and 24-month nonsolicitation and non-hire restrictive covenants upon a termination of his employment for any reason (excluding death)

The various equity award agreements are filed with this Report on Form 8-K as Exhibits 10.2, 10.3, 10.4 and 10.5. The following summarizes the terms of the Equity Awards granted to Mr. Rutledge on December 19, 2011:

- **Form of Securities:** Equity awards for a total of 1,258,500 shares of common stock of the Company granted under the Company's Amended and Restated 2009 Stock Incentive Plan in the form of (i) 646,800 stock options and (ii) 611,700 shares of restricted stock
- **Date of Grant / Stock Option Exercise Price:** All Equity Awards were granted upon the execution of the Employment Agreement on December 19, 2011 with an exercise price for each stock option equal to the "fair market value" of a share of common stock of the Company on the date of grant within the meaning of the Company's Amended and Restated 2009 Stock Incentive Plan (*i.e.*, the average of the high and low sales prices of a share of common stock of the Company on the Nasdaq on December 19, 2011)
- **Equity Award Tranches:**
 - o **Time-Vesting Equity Awards:** 200,000 stock options (with a 10-year term) and 305,000 shares of restricted stock, each which grant vests in 25% installments on each of the first four anniversaries of the CEO Effective Date, subject to the termination provisions described in more detail below
 - o **Performance-Vesting Equity Awards:** 446,800 stock options, with:
 - § 75,000 stock options subject to the attainment of a \$60 per-share hurdle (with a 10-year term),
 - § 75,000 stock options subject to the attainment of a \$80 per-share hurdle (with 10-year term),
 - § 75,000 stock options subject to the attainment of a \$100 per-share hurdle (with a 10-year term),
 - § 110,900 stock options subject to the attainment of a \$125 per-share hurdle (with a 4-year term), and
 - § 110,900 stock options subject to the attainment of a \$150 per-share hurdle (with a 4-year term); and
- 306,700 shares of restricted stock, with 102,233 shares subject to the attainment of a \$60 per-share hurdle, 102,233 shares subject to the attainment of a \$80 per-share hurdle, and 102,233 shares subject to the attainment of a \$100 per-share hurdle (and each with a ten-year term).
- **Vesting for Performance-Vesting Equity Awards:** Vesting based on the attainment of the applicable per-share hurdles (set forth above) based on a 60-day average trading price to determine if the applicable per-share hurdle has been achieved (and subject to the termination provisions described in more detail below), with: (i) 25% first eligible to vest on the twelve-month anniversary of the date of grant; (ii) 25% first eligible to vest on the 24-month anniversary of the date of grant; (iii) 25% first eligible to vest on the 36-month anniversary of the date of grant; and (iv) 25% first eligible to vest on the 48-month anniversary of the date of grant. In each case, the 60-trading day period commences 60 trading days prior to the applicable anniversary of the date of grant.
- **Change of Control:**
 - o **Time-Vesting Equity Awards:** all then-unvested time-vesting Equity Awards vest in full upon a termination without Cause or a resignation for Good Reason in each case within 30 days before or twelve months after a change of control of the Company
 - o **Performance-Vesting Equity Awards:** Upon a change of control of the Company, all then-unvested performance-vesting Equity Awards vest to the extent the applicable performance criteria are attained upon the change of control
- **Termination Provisions:**
 - o **Voluntary Resignation (including Retirement), Termination for Cause, Death or Disability:** Unvested time- and performance-vesting Equity Awards are forfeited in their entirety
 - o **Termination without Cause or Resignation for Good Reason:** (i) then-unvested time-vesting Equity Awards vest pro-rata (according to the terms and conditions of the award agreements); and (ii) a portion of the then-unvested performance-vesting Equity Awards (equal to the portion of the time-vesting Equity Awards that vests upon such termination or resignation) continues to be eligible to vest subject to the attainment of the applicable performance criteria
- **Prohibited Company Departure:** Mr. Rutledge forfeits all vested and unvested Equity Awards if he voluntarily resigns from the Company (without Good Reason) and assumes a Chairman, CEO or President role at another top-four, multi-system operator before the 18-month anniversary of the CEO Effective Date
- **Post-Termination Option Exercise Period:**
 - o **Termination for any Reason Other than Cause:** Mr. Rutledge may exercise vested stock options for

six months following any such termination; for unvested performance-vesting stock options that remain eligible to vest after his termination, Mr. Rutledge may exercise such options for six months following the date, if any, upon which such options vest;

- o Cause: None

Mr. Rutledge, 58, joins Charter from Cablevision, where he has served as Chief Operating Officer since 2004. A 34-year cable industry veteran, Mr. Rutledge previously served as president of Time Warner Cable. He began his career in 1977 at American Television and Communications (ATC), a predecessor company of Time Warner Cable. Mr. Rutledge currently serves on the board of the National Cable and Telecommunications Association (NCTA). He served as Chairman of the NCTA from 2008-2010, and currently serves on the boards of CableLabs, C-SPAN and the CTAM Educational Foundation. In 2011, he received NCTA's Vanguard Award for Distinguished Leadership, the cable industry's highest honor. He is a member of the Cable Hall of Fame and was inducted into the Broadcasting and Cable Hall of Fame in 2011. He received a B.A. in economics from California University in California, Pennsylvania in 1977.

ITEM 8.01. OTHER EVENTS.

The press release announcing Mr. Rutledge as Charter's President and Chief Executive Officer is attached as Exhibit 99.1.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

Exhibit Number	Description
10.1	Employment Agreement dated as of December 19, 2011, by and between Charter Communications, Inc. and Thomas Rutledge.*
10.2	Time-Vesting Stock Option Agreement dated as of December 19, 2011 by and between Charter Communications, Inc. and Thomas Rutledge.*
10.3	Performance-Vesting Restricted Stock Agreement dated as of December 19, 2011 by and between Charter Communications, Inc. and Thomas Rutledge.*
10.4	Performance-Vesting Stock Option Agreement dated as of December 19, 2011 by and between Charter Communications, Inc. and Thomas Rutledge.*
10.5	Time-Vesting Restricted Stock Agreement dated as of December 19, 2011 by and between Charter Communications, Inc. and Thomas Rutledge.*
99.1	Press release announcing the appointment of Thomas Rutledge as Charter's President and Chief Executive Officer dated December 19, 2011.*

* 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

Dated: December 19, 2011

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

EXHIBIT INDEX

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* filed herewith

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “Agreement”), dated and effective as of December 19, 2011 (the “Employment Effective Date”), is made by and between CHARTER COMMUNICATIONS, INC., a Delaware corporation (the “Company”), and THOMAS RUTLEDGE (the “Executive”).

RECITALS:

WHEREAS, the Executive and the Company (the “Parties”) desire to enter into this Agreement in connection with Executive’s appointment as President and Chief Executive Officer of the Company on February 13, 2012 (the “CEO Effective Date”), and part-time employment with the Company from the Employment Effective Date through the day prior to the CEO Effective Date;

WHEREAS, it is the desire of the Company to assure itself of the services of Executive by engaging Executive as a part-time employee from the Employment Effective Date through the day prior to the CEO Effective Date, and as its President and Chief Executive Officer on and following the CEO Effective Date, and the Executive desires to serve the Company on the terms herein provided; and

WHEREAS, Executive’s agreement to the terms and conditions of Sections 14, 15 and 16 are a material and essential condition of Executive’s employment with the Company under the terms of this Agreement.

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

1. Certain Definitions.

- (a) “Annual Base Salary” shall have the meaning set forth in Section 5.
- (b) “Board” shall mean the Board of Directors of the Company.
- (c) “Bonus” shall have the meaning set forth in Section 6.
- (d) The Company shall have “Cause” to terminate Executive’s employment hereunder upon:

(i) Executive’s willful breach of a material obligation or representation under this Agreement, Executive’s willful breach of any fiduciary duty to the Company, or any act of fraud or willful and material misrepresentation or concealment upon, to or from the Company or the Board, in each case which causes, or should reasonably be expected (as of the time of such occurrence) to cause, substantial economic injury to or substantial injury to the business or reputation of the Company;

(ii) Executive’s willful failure to adhere in any material respect to (A) the Company’s Code of Conduct in effect from time to time and applicable to officers and/or

employees generally, or (B) any written Company policy, if such policy is material to the effective performance by Executive of the Executive's duties under this Agreement, in each case which causes, or should reasonably be expected to cause, substantial economic injury to or substantial injury to the business or reputation of the Company;

(iii) Executive's misappropriation (or attempted misappropriation) of a material amount of the Company's funds or property;

(iv) Executive's conviction of, the entering of a guilty plea or plea of nolo contendere or no contest (or the equivalent), with respect to (i) either a felony or a crime that materially adversely affects or could reasonably be expected to materially adversely affect the Company or its business reputation; or (ii) fraud, embezzlement, any felony offense involving dishonesty or constituting a breach of trust or moral turpitude;

(v) Executive's admission of liability of, or finding of liability by a court of competent jurisdiction for, a knowing and deliberate violation of any "Securities Laws"; provided that any termination of Executive by the Company for Cause pursuant to this clause (v) based on finding of liability by the court shall be treated instead for all purposes of this Agreement as a termination by the Company without Cause, with effect as of the date of such termination, if such finding is reversed on appeal in a decision from which an appeal may not be taken. As used herein, the term "Securities Laws" means any federal or state law, rule or regulation governing generally the issuance or exchange of securities, including without limitation the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "Exchange Act");

(vi) Executive's illegal possession or use of any controlled substance or excessive use of alcohol, in each case at a work function, in connection with Executive's duties, or on Company premises; "excessive" meaning either repeated unprofessional use or any single event of consumption giving rise to significant intoxication or unprofessional behavior;

(vii) Executive's willful or grossly negligent commission of any other act or willful failure to act in connection with the Executive's duties as an executive of the Company which causes or should reasonably be expected (as of the time of such occurrence) to cause substantial economic injury to or substantial injury to the business reputation of the Company, including, without limitation, any material violation of the Foreign Corrupt Practices Act, as described herein below; or

(viii) Executive's being enjoined by a court of competent jurisdiction from performing his duties under this Agreement.

No termination of Executive's employment shall be effective as a termination for Cause for purposes of this Agreement or any other "Company Arrangement" (as defined in Section 12(f)) unless the Executive shall first have been given written notice by the Board of its intention to terminate his employment for Cause, such notice (the "Cause Notice") to state in detail the particular circumstances that constitute the grounds on which the proposed termination for Cause is based. If, within 20 calendar days after such Cause Notice is given to Executive, the Board

gives written notice to Executive confirming that, in the judgment of at least a majority of the members of the Board, Cause for terminating his employment on the basis set forth in the original Cause Notice exists, his employment hereunder shall thereupon be terminated for Cause, subject to *de novo* review, at Executive's election, through arbitration in accordance with Section 30. If Executive commits or is charged with committing any offense of the character or type specified in subparagraphs 1(e)(iv), (v) or (vi) above, then the Company at its option may suspend the Executive with or without pay. If the Executive subsequently is convicted of, pleads guilty or nolo contendere (or equivalent plea) to, any such offense, the Executive shall immediately repay the after-tax amount of any compensation paid in cash hereunder from the date of the suspension. Notwithstanding anything to the contrary in any stock option or equity incentive plan or award agreement, all vesting and all lapsing of restrictions on restricted shares shall be tolled during the period of suspension and all unvested options and restricted shares for which the restrictions have not lapsed shall terminate and not be exercisable by or issued to Executive if during or after such suspension the Executive is convicted of, pleads guilty or nolo contendere (or equivalent plea) to, any offense specified in subparagraphs 1(e)(iv) or (v).

(f) "Change of Control" shall mean the occurrence of any of the following events:

(i) an acquisition of any voting securities of the Company by any "Person" or "Group" (as those terms are used for purposes of Section 13(d) or 14(d) of the Exchange Act), immediately after which such Person has "Beneficial Ownership" (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of thirty-five percent (35%) or more of the combined voting power of the Company's then-outstanding voting securities; provided, however, that the acquisition of voting securities in a "Non-Control Transaction" (as hereinafter defined) shall not constitute a Change of Control; and provided further that an acquisition of Beneficial Ownership of less than fifty percent (50%) of the Company's then-outstanding voting securities by any "Existing 10% Shareholder" (as hereinafter defined) shall not be considered to be a Change of Control under this clause (i);

(ii) the individuals who, as of immediately prior to the Employment Effective Date, are members of the Board (the "Incumbent Board"), cease for any reason to constitute a majority of the Board; provided, however, that if the election, or nomination for election by the Company's common stockholders, of any new director (excluding any director whose nomination or election to the Board is the result of any actual or threatened proxy contest or settlement thereof) was approved by a vote of at least a majority of the Incumbent Board, such new director shall, for purposes of this Agreement, be considered as a member of the Incumbent Board;

(iii) the consummation of a merger, consolidation or reorganization with or into the Company or in which securities of the Company are issued (a "Merger"), unless such Merger is a Non-Control Transaction. A "Non-Control Transaction" shall mean a Merger where: (1) the stockholders of the Company immediately before such Merger own directly or indirectly immediately following such Merger more than fifty percent (50%) of the combined voting power of the outstanding voting securities of the entity resulting from such Merger or its controlling parent entity (the "Surviving Entity"), (2) the individuals who were members of the Incumbent Board immediately prior to the execution of the agreement providing for such Merger constitute

at least a majority of the members of the board of directors (or similar governing body) of the Surviving Entity, and (3) no Person other (X) than the Company, its subsidiaries or any entity controlling, controlled by or under common control with the Company (each such entity, an "affiliate") or any of their respective employee benefit plans (or any trust forming a part thereof) that, immediately prior to such Merger, was maintained by the Company or any subsidiary or affiliate of the Company, or (Y) any Person who, immediately prior to such Merger, had Beneficial Ownership of thirty-five percent (35%) or more of the then-outstanding voting securities of the Company, has Beneficial Ownership of thirty-five percent (35%) or more of the combined voting power of the outstanding voting securities or common stock of the Surviving Entity; provided that this clause (Y) shall not trigger a Change of Control solely because, after such Merger, any Existing 10% Shareholder or Beneficial Ownership of more than thirty-five percent (35%) but less than fifty percent (50%) of the combined voting power of the outstanding voting securities or common stock of the Surviving Entity;

(iv) the approval by the holders of shares of Common Stock of the Company of a complete liquidation or dissolution of the Company (other than where all or substantially all of assets of the Company are transferred to or remain with subsidiaries of the Company); or

(v) the sale or other disposition of all or substantially all of the assets of the Company and its direct and indirect subsidiaries on a consolidated basis, directly or indirectly, to any Person (other than a transfer to an affiliate of the Company) unless such sale or disposition constitutes a Non-Control Transaction (with the disposition of assets being regarded as a Merger for this purpose).

Notwithstanding the foregoing a Change of Control shall not occur solely based on a filing of a Chapter 11 reorganization proceeding of the Company.

(g) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the rules and regulations promulgated thereunder.

(h) "Committee" shall mean either the Compensation and Benefits Committee of the Board, or a subcommittee of such Committee duly appointed by the Board or the Committee or any successor to the functions thereof.

(i) "Company" shall have the meaning set forth in the preamble hereto.

(j) "Company Stock" shall mean the common stock of the Company and any stock received in exchange therefor.

(k) "Corporate Office" shall mean the Company's offices in or near the St. Louis, Missouri and Denver, Colorado metropolitan areas or such other location determined by the Board in its sole and absolute discretion, in consultation with Executive, from time to time.

(l) "Date of Termination" shall mean (i) if Executive's employment is terminated by Executive's death, the date of Executive's death and (ii) if Executive's employment is terminated pursuant to Section 11(a)(ii)-(vi), the date of termination of employment as provided thereunder. After the Date of Termination, unless otherwise agreed by the Parties, Executive shall, to the extent necessary to avoid the imposition of penalty taxes

under Section 409A of the Code, have no duties that are inconsistent with his having had a “separation from service” as of the Date of Termination for purposes of Section 409A of the Code.

(m) For purposes of this Agreement, Executive will be deemed to have a “Disability” if, due to illness, injury or a physical or medically recognized mental condition, (a) Executive is unable to perform Executive’s duties under this Agreement with reasonable accommodation for 120 consecutive calendar days, or 180 calendar days during any twelve-month period, as determined in accordance with this Section 1(m), or (b) Executive is considered disabled for purposes of receiving/qualifying for long-term disability benefits under any group long-term disability insurance plan or policy offered by Company in which Executive participates. The Disability of Executive will be determined by a medical doctor selected by written agreement of Company and Executive upon the request of either Party by notice to the other, or (in the case of and with respect to any applicable long-term disability insurance policy or plan) will be determined according to the terms of the applicable long-term disability insurance policy/plan. If Company and Executive cannot agree on the selection of a medical doctor, each of them will select a medical doctor and the two medical doctors will select a third medical doctor who will determine whether Executive has a Disability. The determination of the medical doctor selected under this Section 1(m) will be binding on both Parties. Executive must submit to a reasonable number of examinations by the medical doctor making the determination of Disability under this Section 1(m), and to other specialists designated by such medical doctor, and Executive hereby authorizes the disclosure and release to Company of such determination and all supporting medical records. If Executive is not legally competent, Executive’s legal guardian or duly authorized attorney-in-fact will act in Executive’s stead under this Section 1(m) for the purposes of submitting Executive to the examinations, and providing the authorization of disclosure, required under this Section 1(m).

(n) “Executive” shall have the meaning set forth in the preamble hereto.

(o) “Existing 10% Shareholder” means any of AP Charter Holdings, L.P. and certain affiliated funds, Oaktree Opportunities Investments, L.P., Encore LLC and each of the funds managed by the manager (or any affiliate of such manager) of any of the aforementioned funds.

(p) “Good Reason” shall mean any of the events described herein that occur without Executive’s prior written consent: (i) any reduction in Executive’s Annual Base Salary or Target Bonus, (ii) any failure to pay or provide Executive’s compensation hereunder when due; (iii) any material breach by the Company of a term hereof; (iv) a transfer or reassignment to another executive of material responsibilities that have been assigned to Executive and generally are part of the responsibilities and functions assigned to a Chief Executive Officer of a public corporation; (v) any change in reporting structure such that Executive no longer reports directly to the Board, (vi) any change in Executive’s titles or positions or appointment of another individual to the same or similar titles or positions, or (vii) any other diminution in the authorities, duties or responsibilities as provided in Section 3 hereof (in each case “(i)” through “(vii)” only if Executive objects in writing within 90 calendar days after first becoming aware of such events and unless Company retracts and/or rectifies the claimed Good Reason within 30 calendar days following Company’s receipt of timely written objection from Executive); (viii)

the Company's non-renewal of this Agreement or failing to offer to enter into a new agreement upon the expiration of the Term (excluding a termination of the Term pursuant to Section 11) on substantially similar terms and conditions as provided under this Agreement (excluding the grant of equity or equity-based awards) for a term of at least one (1) year; provided that such terms and conditions need not include a provision identical or similar to this clause (viii); (ix) the failure of a successor to the business of the Company to assume the Company's obligations under this Agreement in the event of a Change of Control during the Term; or (x) as provided in Section 34. Notwithstanding the foregoing, if Executive is enjoined by a court of competent jurisdiction from performing his duties under this Agreement, the appointment of an acting Chief Executive Officer for the duration of such injunction shall not constitute an event described in the foregoing clauses (iii) through (vii).

(q) "Notice of Termination" shall have the meaning set forth in Section 11(b).

(r) "Performance Shares" shall mean any compensatory performance shares and compensatory performance units of the Company; and any securities or rights received in respect of the foregoing shares or units.

(s) "Person" shall have the meaning set forth in Sections 13(d) and 14(d)(2) of the Exchange Act.

(t) "Plan" shall mean the Company's 2009 Stock Incentive Plan as amended by the Company from time to time, and any successor thereto.

(u) "Pro-Rata Bonus" shall mean a pro-rata portion of the Bonus granted to Executive for the year in which the Date of Termination occurs equal to a fraction, the numerator of which is the number of calendar days during such year through (and including) the Date of Termination and the denominator of which is 365, with such pro-rata portion earned in an amount based on the degree to which the applicable performance financial and operational goals are ultimately achieved, as determined by the Committee on a basis applied uniformly to Executive as to other senior executives of the Company.

(v) "Restricted Stock" shall mean any compensatory restricted stock or stock units of the Company or any of its affiliates; any compensatory phantom shares or analogous rights granted by or on behalf of the Company or any of its affiliates (other than Performance Shares); and any securities or rights received in respect of any of the foregoing securities or rights.

(w) "Stock Option" shall mean any compensatory option or warrant to acquire securities of the Company or any of its affiliates; any compensatory stock appreciation right, phantom stock option or analogous right granted by or on behalf of the Company or any of its affiliates; and any securities or rights received in respect of any of the foregoing securities or rights.

(x) "Term" shall have the meaning set forth in Section 2.

(y) "Voluntarily" when used to describe or in respect of Executive's termination of employment shall mean a termination of employment resulting from the initiative

of the Executive, excluding a termination of employment attributable to Executive's death or Disability.

2. Employment Term. The Company hereby employs Executive, and Executive hereby accepts employment, under the terms and conditions hereof, for the period beginning on the Employment Effective Date hereof and terminating upon the earlier of (i) the fourth anniversary of the CEO Effective Date and (ii) the Date of Termination as defined in Section 1(l) (the period of such employment on and following the CEO Effective Date, the "Term"). Notwithstanding anything in this Agreement to the contrary, if Executive's employment with the Company as President and Chief Executive Officer does not commence on the CEO Effective Date, or on such other date as may be agreed by the Board in writing in its sole discretion, this Agreement shall be null and void and be of no force or effect from the date thereof, other than as to Section 34 and the other sections of this Agreement referenced therein.

3. Position and Duties.

(a) During the Term, Executive shall serve as the President and Chief Executive Officer of the Company; shall have the authorities, duties and responsibilities customarily exercised by an individual serving in those positions at an entity of the size and nature of the Company; shall be assigned no duties or responsibilities that are materially inconsistent with, or that materially impair his ability to discharge, the foregoing duties and responsibilities; shall have such additional duties and responsibilities (including service with affiliates of the Company) reasonably consistent with the foregoing, as may from time to time reasonably be assigned to him by the Board; shall, in his capacity as President and Chief Executive Officer of the Company, report solely and directly to the Board; and shall serve as a member of the Board.

(b) During the Term, Executive shall devote substantially all of his business time and efforts to the business and affairs of the Company. However, nothing in this Agreement shall preclude Executive from: (i) serving on the boards of a reasonable number of business entities, trade associations and charitable organizations, (ii) engaging in charitable activities and community affairs, (iii) accepting and fulfilling a reasonable number of speaking engagements, and (iv) managing his personal investments and affairs; provided that such activities do not, either individually or in the aggregate, interfere with the proper performance of his duties and responsibilities hereunder; create a conflict of interest; or violate any provision of this Agreement; and provided further that service on the board of any business entity must be approved in advance by the Board.

(c) Executive's position and duties following the Employment Effective Date and prior to the commencement of the Term are described in Section 34.

4. Place of Performance. During the Term, Executive's primary office and principal workplace shall be the Corporate Office, except for necessary travel on the Company's business. The parties acknowledge and Executive agrees that Executive is expected to commute to the Corporate Office from his principal or secondary residence outside of the metropolitan area or areas in which the Corporate Office is located.

5. **Annual Base Salary.** During the Term, Executive shall receive a base salary at a rate not less than \$2,000,000 per annum (the “Annual Base Salary”), less standard deductions, paid in accordance with the Company’s general payroll practices for executives in effect from time to time (but no less frequently than monthly). The Annual Base Salary shall compensate Executive for any official position or directorship of a subsidiary or affiliate of the Company that Executive holds as a part of Executive’s employment responsibilities under this Agreement. No less frequently than annually during the Term, the Committee shall review the rate of Annual Base Salary payable to Executive, and may, in its discretion, increase the rate of Annual Base Salary payable hereunder; provided, however, that any increased rate shall thereafter be the rate of “Annual Base Salary” hereunder.

6. **Bonus.** Executive shall, to the extent earned based on the level of attainment of the applicable performance criteria, be paid an annual cash performance bonus (a “Bonus”) in respect of each calendar year that ends during the Term. The performance criteria for each such calendar year shall be established by the Committee after consultation with Executive no later than 90 calendar days after the commencement of such calendar year. Executive’s Bonus for each such calendar year shall equal 175% of his Annual Base Salary in effect at the time such performance criteria are established if target-level performance for such year (as determined by the Committee) is attained (the “Target Bonus”), with greater or lesser amounts (including zero) paid for performance attainment above and below target-level performance attainment (such greater and lesser amounts to be determined by a formula established by the Committee for each year when it establishes the targets and performance criteria for such year); provided, that for each of calendar years 2012 and 2016 (unless the term is extended), Executive shall be eligible to receive a pro-rata portion of the Bonus otherwise earned by Executive for each such year equal to such Bonus multiplied by a fraction, the numerator of which is the number of calendar days in such year that occurred during the Term and the denominator of which is 365. The amount earned in respect of any Bonus shall be determined by the Committee after the end of the calendar year for which such Bonus is granted and shall be paid to Executive during the calendar year immediately following such calendar year when annual bonuses are paid to other senior executives of the Company generally.

7. **Long-Term Incentive Compensation.** Executive shall be granted long-term incentive compensation awards on the Employment Effective Date. Such awards shall consist of (i) a grant of Stock Options to purchase 646,800 shares of Common Stock at a per-share exercise price equal to Fair Market Value (as defined in the Plan) on the date of grant of such Stock Options, which Stock Options shall have a ten (10)-year term (in the case of certain performance-vesting Stock Options, a four (4)-year term) and shall be granted in two tranches as follows: (A) 200,000 time-vesting Stock Options, which shall be granted subject to the terms and conditions set forth in the award agreement attached hereto as Exhibit B, and (B) 446,800 performance-vesting Stock Options, which shall be granted subject to the terms and conditions set forth in the award agreement attached hereto as Exhibit C; (ii) a grant of 305,000 time-vesting shares of Restricted Stock, which shall be subject to the terms and conditions set forth in the award agreement attached hereto as Exhibit D; and (iii) a grant of 306,700 performance vesting shares of Restricted Stock, which shall be subject to the terms and conditions set forth in the award agreement attached hereto as Exhibit E.

8. Benefits. Executive shall be entitled to receive such benefits and to participate in such employee group benefit plans, including life, health and disability insurance policies, and financial planning services, and other perquisites and plans as are generally provided by the Company to its other senior executives in accordance with the plans, practices and programs of the Company, as amended and in effect from time to time. In addition, Executive shall have the right during the Term to use the Company's jet aircraft for commuting purposes and for up to fifty (50) hours of discretionary personal use per calendar year (without carryover), provided in each case that such aircraft has not already been scheduled for use for Company business. The Company will report taxable income to Executive in respect of personal use of such aircraft as required by law.

9. Expenses.

(a) The Company shall promptly reimburse Executive for all reasonable and necessary expenses incurred by Executive in connection with the performance of Executive's duties as an employee of the Company, including, during the Term, for all reasonable and necessary travel expenses incurred by Executive in connection with his commuting to and from (i) the Corporate Office and the New York, New York metropolitan area or his secondary residence and (ii) the respective Corporate Offices (including in each case the cost of an apartment for Executive's use, or hotel accommodations, near the Corporate Office, as reasonably agreed by Executive and the Company), in each case in accordance with the Company's generally applicable policies and procedures in effect from time to time. Such reimbursement is subject to the submission to the Company by Executive of appropriate documentation and/or vouchers in accordance with the customary procedures of the Company for expense reimbursement, as such procedures may be revised by the Company from time to time hereafter.

(b) The Company will, not later than 30 calendar days after presentation of an invoice for fees and charges together with customary supporting documentation, reimburse Executive for his legal fees and other charges that he incurs in connection with the drafting, negotiation and implementation of this Agreement and the Executive's cessation of employment from his immediately prior employer, in an amount not to exceed \$50,000.

(c) If Executive's ability to perform services for the Company pursuant to this Agreement is challenged, the Company will, not later than 30 calendar days after presentation of invoices for fees and charges together with customary supporting documentation, reimburse Executive for his reasonable legal fees in defending such challenge, subject to the Company's right to participate in Executive's choice of counsel and, at the Company's election, assume the defense of such action on behalf of Executive.

10. Vacations. Executive shall be entitled to paid vacation in accordance with the Company's vacation policy as in effect from time to time provided that, in no event shall Executive be entitled to less than four (4) weeks of paid vacation per calendar year. Executive shall also be entitled to paid holidays and personal days in accordance with the Company's practice with respect to same as in effect from time to time.

11. Termination.

(a) Executive's employment hereunder may be terminated by the Company, on the one hand, or Executive, on the other hand, as applicable, without any breach of this Agreement, under the following circumstances:

(i) Death. Executive's employment hereunder shall automatically terminate upon Executive's death.

(ii) Disability. If Executive has incurred a Disability, the Company may give Executive written notice of its intention to terminate Executive's employment. In such event, Executive's employment with the Company shall terminate effective on the 14th calendar day after delivery of such notice to Executive, provided that within the 14 calendar days after such delivery, Executive shall not have returned to full-time performance of Executive's duties. Executive may provide notice to the Company of Executive's resignation on account of a Disability at any time.

(iii) Cause. The Company may terminate Executive's employment hereunder for Cause effectively immediately upon delivery of notice to Executive, after complying with any procedural requirements set forth in Section 1(e) above; provided, however, that any such termination prior to August 13, 2012 which is based on the circumstances described in Section 1(d)(viii) shall be treated as a termination without Cause for purposes of Section 12(b), from effect as of the Date of Termination, if the injunction by a court referred to in Section 1(d)(viii) is finally reversed on appeal.

(iv) Good Reason. Executive may terminate Executive's employment herein with Good Reason upon (A) satisfaction of any advance notice and other procedural requirements set forth in Section 1(o) for any termination following an event described in any of Sections 1(o)(i) through (vii), or (B) at least 30 calendar days' advance written notice by the Executive for any termination following an event described in any of Sections 1(o)(viii) and (ix).

(v) Without Cause. The Company may terminate Executive's employment hereunder without Cause upon at least 30 calendar days' advance written notice to the Executive.

(vi) Resignation Without Good Reason. Executive may resign Executive's employment without Good Reason upon at least 14 calendar days' advance written notice to the Company.

(b) Notice of Termination. Any termination of Executive's employment by the Company or by Executive under this Section 11 (other than pursuant to Section 11(a)(i)) shall be communicated by a written notice (the "Notice of Termination") to the other Party hereto, indicating the specific termination provision in this Agreement relied upon, setting forth in reasonable detail any facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated, and specifying a Date of Termination which notice shall be delivered within the applicable time periods set forth in subsections 11(a)(ii)-(vi) above (the "Notice Period"); provided that the Company may earlier terminate Executive's employment during such Notice Period and pay to Executive all Annual Base

Salary, benefits and other rights due to Executive under this Agreement during such Notice Period (as if Executive continued employment) instead of employing Executive during such Notice Period.

(c) Resignation from Representational Capacities. Executive hereby acknowledges and agrees that upon Executive's termination of employment with the Company for whatever reason, Executive shall be deemed to have, and shall have in fact, effectively resigned from all executive, director, offices, or other positions with the Company or its affiliates at the time of such termination of employment, and shall return all property owned by the Company and in Executive's possession, including all hardware, files and documents, at that time. Nothing in this Agreement or elsewhere shall prevent Executive from retaining and utilizing copies of benefits plans and programs in which he retains an interest or other documents relating to his personal entitlements and obligations, his desk calendars, his rolodex, and the like, or such other records and documents as may reasonably be approved by the Company.

(d) Termination in Connection with Change of Control. If Executive's employment is terminated by the Company without Cause either upon or within 30 calendar days before or 12 months after a Change of Control, or prior to a Change of Control at the request of a prospective purchaser whose proposed purchase would constitute a Change of Control upon its completion, such termination shall be deemed to have occurred immediately before such Change of Control for purposes of Section 12(b) of this Agreement and the Plan.

12. Termination Pay.

(a) Effective upon the termination of Executive's employment, the Company will be obligated to pay Executive (or, in the event of Executive's death, the Executive's designated beneficiary as defined below) only such compensation as is provided in this Section 12, except to the extent otherwise provided for in any Company stock incentive, stock option or cash award plan (including, among others, the Plan and the award agreements applicable to the Stock Options, shares of Restricted Stock and Performance Shares granted pursuant to Section 7). For purposes of this Section 12, Executive's designated beneficiary will be such individual beneficiary or trust, located at such address, as Executive may designate by notice to Company from time to time or, if Executive fails to give notice to Company of such a beneficiary, Executive's estate. Notwithstanding the preceding sentence, Company will have no duty, in any circumstances, to attempt to open an estate on behalf of Executive, to determine whether any beneficiary designated by Executive is alive or to ascertain the address of any such beneficiary, to determine the existence of any trust, to determine whether any person purporting to act as Executive's personal representative (or the trustee of a trust established by Executive) is duly authorized to act in that capacity, or to locate or attempt to locate any beneficiary, personal representative, or trustee.

(b) Termination by Executive with Good Reason or by Company without Cause. If prior to expiration of the Term, Executive terminates his employment with Good Reason, or if the Company terminates Executive's employment other than for Cause and other than for death or Disability, Executive will be entitled to receive: (i) all Annual Base Salary earned and duly payable for periods ending on or prior to the Date of Termination but unpaid as of the Date of

Termination and all accrued but unused vacation days at his per-business-day rate of Annual Base Salary in effect as of the Date of Termination, which amounts shall be paid in cash in a lump sum no later than ten (10) business days following the Date of Termination; (ii) all reasonable expenses incurred by Executive through the Date of Termination which are reimbursable in accordance with Section 9 of this Agreement, which amount shall be paid in cash within 30 calendar days after the submission by Executive of receipts; and (iii) all Bonuses earned and duly payable for periods ending on or prior to the Date of Termination but unpaid as of the Date of Termination, which amounts shall be paid in cash in a lump sum no later than 60 calendar days following the Date of Termination (such amounts in clauses (i), (ii) and (iii) together, the "Accrued Obligations"). If Executive signs and delivers to the Company and does not (within the applicable revocation period) revoke the Release (as defined in Section 12(g)) within 60 calendar days following the Date of Termination, Executive shall also be entitled to receive the following payments and benefits in consideration for Executive abiding by the obligations set forth in Sections 14, 15 and 16 of this Agreement:

- (A) an amount equal to 2.5 times the sum of Executive's (x) Annual Base Salary and (y) Target Bonus granted for the calendar year in which the Date of Termination occurs, which amount shall (subject to Section 33(a)) be paid in substantially equal installments in accordance with the Company's normal payroll practices in effect from time to time commencing with the first payroll date more than 60 calendar days following the Date of Termination and ending twenty-four (24) months and sixty (60) days following the Date of Termination; provided that, if a Change of Control occurs during the twenty-four (24)-month period after the Date of Termination (or is deemed pursuant to Section 11(d) hereof to have occurred immediately after such Date of Termination) and such Change of Control qualifies either as a "change in the ownership or effective control" of the Company or a "change in the ownership of a substantial portion of the assets" of the Company within the meaning of Section 409A of the Code, any amounts remaining payable to Executive hereunder shall be paid in a single lump sum immediately upon such Change of Control;
- (B) a Pro-Rata Bonus payable at the time bonuses granted for the year in which the Date of Termination occurs are paid to other senior executives of the Company;
- (C) a lump-sum payment (in an amount net of any taxes deducted and other required withholdings) equal to thirty (30) times the monthly cost (as of the Date of Termination) for Executive to receive continued coverage under COBRA for health, dental and vision benefits then being provided for Executive at the Company's cost on the Date of Termination. This amount will be paid on the first payroll date immediately following the 30-calendar-day

anniversary of the Date of Termination and will not take into account increases in coverage costs after the Date of Termination; and

(D) treatment of the long-term incentive awards described in Section 7 as set forth in the applicable award agreements.

(c) The Executive shall not be required to mitigate the amount of any payments provided in Section 12 by seeking other employment or otherwise, nor shall the amount of any payment provided for in this Section 12 be reduced by any compensation earned by Executive as a result of employment by another company or business, or by profits earned by Employee from any other source at any time before or after the Date of Termination.

(d) Termination by Executive without Good Reason or by Company for Cause. If, prior to the expiration of the Term, Executive Voluntarily terminates Executive's employment without Good Reason or if the Company terminates Executive's employment for Cause, Executive will be entitled to receive the Accrued Obligations at the times set forth in Sections 12(b)(i), (ii) and (iii), respectively, and Executive shall be entitled to no other compensation, bonus, payments or benefits except as expressly provided in this paragraph or paragraph (f) below.

(e) Termination upon Disability or Death. If Executive's employment shall terminate by reason of Executive's Disability (pursuant to Section 11(a)(ii)) or death (pursuant to Section 11(a)(i)), the Company shall pay to Executive the Accrued Obligations at the times set forth in Sections 12(b)(i), (ii) and (iii), respectively, and a Pro-Rata Bonus payable at the time bonuses granted for the year in which the Date of Termination occurs are paid to other senior executives of the Company. In the case of Disability, if there is a period of time during which Executive is not being paid Annual Base Salary and not receiving long-term disability insurance payments, the Company shall (subject to Section 33(a)) make interim payments to Executive equal to such unpaid disability insurance payments until the commencement of disability insurance payments.

(f) Benefits On Any Termination. On any termination of Executive's employment hereunder, he shall be entitled to other or additional benefits in accordance with the then-applicable terms of applicable plans, programs, corporate governance documents, agreements and arrangements of the Company and its affiliates (excluding any such plans, programs, corporate governance documents, agreements and arrangements of the Company and its affiliates providing for severance payments and/or benefits) (collectively, "Company Arrangements").

(g) Conditions To Payments. Any and all amounts payable and benefits or additional rights provided pursuant to Sections 12(b)(A) - (D) shall be paid only if Executive signs and delivers to the Company and does not (within the applicable revocation period) revoke a general release of claims in favor of the Company, its affiliates, and their respective successors, assigns, officers, directors and representatives in substantially the form attached hereto as Exhibit A hereto (the "Release") within no later than 60 calendar days following the Date of Termination. If Executive does not timely sign and deliver such Release to the Company, or if

Executive timely revokes such Release, Executive hereby acknowledges and agrees that he shall forfeit any and all right to any and all amounts payable and benefits or additional rights provided pursuant to Sections 12(b)(A) – (D) .

(h) Survival. Except as otherwise set forth in this Agreement, the respective rights and obligations of the Parties under this Agreement shall survive any termination of Executive's employment.

13. Excess Parachute Payment.

(a) Anything in this Agreement or the Plan to the contrary notwithstanding, to the extent that any payment, distribution or acceleration of vesting to or for the benefit of Executive 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) to the Safe Harbor Amount (as defined below) if and to the extent that a reduction in the Total Payments would result in Executive retaining a larger amount, on an after-tax basis (taking into account federal, state and local income and employment taxes and the Excise Tax), than if Executive received the entire amount of such Total Payments in accordance with their existing terms (taking into account federal, state, and local income and employment taxes and the Excise Tax). For purposes of this Agreement, the term "Safe Harbor Amount" means the largest portion of the Total Payments that would result in no portion of the Total Payments being subject to the Excise Tax. To effectuate the foregoing, 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.

(b) The determination of whether the Total Payments shall be reduced as provided in Section 13(a) and the amount of such reduction shall be made at the Company's expense by an accounting firm selected by Company from among the ten largest accounting firms in the United States or by qualified independent tax counsel (the "Determining Party"). Such Determining Party shall provide its determination (the "Determination"), together with detailed supporting calculations and documentation to the Company and Executive, within ten (10) business days of the termination of Executive's employment or at such other time mutually agreed by the Company and Executive. If the Determining Party determines that no Excise Tax is payable by Executive with respect to the Total Payments, it shall furnish Executive with an opinion reasonably acceptable to Executive 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 Executive. If the Determining Party determines that an Excise Tax would be payable, the Company shall have the right to accept the Determination as to the extent of the reduction, if any, pursuant to Section 13(a), or to have such Determination reviewed by another accounting firm selected by the Company, at the Company's expense. If the two accounting firms do not agree, a third accounting firm shall be jointly chosen by the Executive and the Company, in which case the determination of such third accounting firm shall be binding, final and conclusive upon the Company and Executive.

(c) If, notwithstanding any reduction described in this Section 13, the Internal Revenue Service (“IRS”) determines that Executive is liable for the Excise Tax as a result of the receipt of any of the Total Payments or otherwise, then Executive shall be obligated to pay back to the Company, within 30 calendar days after a final IRS determination or in the event that Executive challenges the final IRS determination, a final judicial determination, a portion of the Total Payments equal to the “Repayment Amount.” The Repayment Amount with respect to the payment of benefits shall be the smallest such amount, if any, as shall be required to be paid to the Company so that Executive’s net after-tax proceeds with respect to the Total Payments (after taking into account the payment of the Excise Tax and all other applicable taxes imposed on the Payment) shall be maximized. The Repayment Amount shall be zero if a Repayment Amount of more than zero would not result in Executive’s net after-tax proceeds with respect to the Total Payments being maximized. If the Excise Tax is not eliminated pursuant to this paragraph, the Executive shall pay the Excise Tax.

(d) Notwithstanding any other provision of this Section 13, if (i) there is a reduction in the Total Payments as described in this Section 13, (ii) the IRS later determines that Executive is liable for the Excise Tax, the payment of which would result in the maximization of Executive’s net after-tax proceeds (calculated as if Executive’s benefits had not previously been reduced), and (iii) Executive pays the Excise Tax, then the Company shall pay to Executive those payments or benefits which were reduced pursuant to this Section 13 as soon as administratively possible after Executive pays the Excise Tax (but not later than March 15 following the calendar year of the IRS determination) so that Executive’s net after-tax proceeds with respect to the Total Payments are maximized.

14. Competition/Confidentiality.

(a) Acknowledgments by Executive. Executive acknowledges that: (a) on and following the Employment Effective Date and through the Term and as a part of Executive’s employment, Executive 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 Executive possesses substantial technical expertise and skill with respect to the Company’s business, Company desires to obtain exclusive ownership of each invention by Executive while Executive is employed by the Company, and Company will be at a substantial competitive disadvantage if it fails to acquire exclusive ownership of each such invention by Executive; and (d) the provisions of this Section 14 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 Executive.

(b) Confidential Information. (i) The Executive acknowledges that on and following the Employment Effective Date and through the Term Executive 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 Executive shall hold such Confidential Information in strictest confidence and never at any time, during or after Executive’s employment terminates, directly or indirectly use for Executive’s own benefit or otherwise (except in connection with the performance of any duties as an employee hereunder) any

Confidential Information, or divulge, reveal, disclose or communicate any Confidential Information to any unauthorized person or entity in any manner whatsoever.

- (iv) As used in this Agreement, the term “Confidential Information” shall include, but not be limited to, any of the following information relating to Company learned by the Executive on and following the Employment Effective Date and through the Term or as a result of Executive’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 and shareholders; and

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

- (v) Executive shall not make or use any notes or memoranda relating to any Confidential Information except for uses reasonably expected by Executive to be for the benefit of the Company, and will, at 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 Executive may at any time have within his possession or control that contain any Confidential Information.
- (vi) Notwithstanding the foregoing, Confidential Information shall not include information which has come within the public domain through no fault of or action by Executive or which has become rightfully available to Executive on a non-confidential basis from any third party, the disclosure of which to Executive does not violate any contractual or legal obligations that such third party has to the Company or its affiliates with respect to such Confidential Information. None of the foregoing obligations and restrictions applies to any part of the Confidential Information that Executive demonstrates was or became generally available to the public other than as a result of a disclosure by Executive or by any other person bound by a confidentiality obligation to the Company in respect of such Confidential Information.
- (vii) Executive will not remove from the Company's premises (except to the extent such removal is for purposes of the performance of Executive's duties at home or while traveling, or except as otherwise specifically authorized by 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"). Executive recognizes that, as between Company and Executive, all of the Proprietary Items, whether or not developed by Executive, are the exclusive property of the Company. Upon termination of Executive's employment by either Party, or upon the request of Company on and following the Employment Effective Date and through the Term, Executive will return to Company all of the Proprietary Items in Executive's possession or subject to Executive's control, including all equipment (*e.g.*, laptop computers, cell phone, portable e-mail devices, etc.), documents, files and data, and Executive shall not retain any copies, abstracts, sketches, or other physical embodiment of any such Proprietary Items.

15. Proprietary Developments.

- (a) 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 Executive (alone or

in conjunction with others, during regular work hours or otherwise) during Executive'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 Executive to Company and shall be 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 Executive prior to the Employment Effective Date. Executive hereby transfers and assigns to Company all proprietary rights which Executive may have or acquire in any Developments and Executive waives any other special right which the Executive may have or accrue therein. Executive will execute any documents and 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 Company. The Parties agree that Developments shall constitute Confidential Information.

(b) "Work Made for Hire." Any work performed by Executive during Executive'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 Company. In the event it should be established that such work does not qualify as a Work Made for Hire, Executive agrees to and does hereby assign to Company all of Executive's right, title, and interest in such work product including, but not limited to, all copyrights and other proprietary rights.

16. Non-Competition and Non-Interference.

(a) Acknowledgments by Executive. Executive acknowledges and agrees that: (a) the services to be performed by Executive 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; (c) the provisions of this Section 16 are reasonable and necessary to protect the Company's business and lawful protectable interests, and do not impair Executive's ability to earn a living; and (d) the Company has agreed to provide the severance and other benefits set forth in Section 12(b)(A)-(D) in consideration for Executive's abiding by the obligations under Section 16 and but for Executive's agreement to comply with such obligations, the Company would not have agreed to provide to such severance and other benefits.

(b) Covenants of Executive. For purposes of this Section 16, the term "Restricted Period" shall mean the period commencing on the CEO Effective Date and terminating on the second anniversary (or, in the case of Section 16(b)(i), the first anniversary) of the Date of Termination. In consideration of the acknowledgments by Executive, and in consideration of the compensation and benefits to be paid or provided to Executive by Company, Executive covenants and agrees that during the Restricted Period, the Executive will not, directly or indirectly, for Executive'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 Executive 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 Executive has no direct role in such professional consultancy and maintains the confidentiality of all information acquired by Executive 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 Executive then lives or conducts such activities); or directly or indirectly provide any services or advice to a 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 Executive has no direct role in such professional consultancy and maintains the confidentiality of all information acquired by Executive 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 (A) owns or operates a cable television system; (B) 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); (C) provides telephony services using any wired connection or fixed (as opposed to mobile) wireless application; (D) provides data or internet access services; (E) 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 Executive’s employment terminates and, in the case of this clause (E), which produced greater than 10% of the Company’s revenues in the calendar year immediately prior to the year in which employment terminated; or (E) who or which in any case is preparing or planning to do any of the activities described in the preceding clauses (A) through (E). The provisions of this Section 16 shall not be construed or applied (i) so as to prohibit Executive 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 Executive’s investment is passive and Executive 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 (ii) so as to prohibit Executive from working as an employee 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 Executive does not otherwise violate the terms of this Agreement in connection with that work; and provided further that nothing in this Section 16(b)(i) shall abrogate or affect any provision regarding the effect of Executive's working for a company/business that owns or operates cable television franchises (including Time Warner Cable, Cablevision, Cox and Comcast) in any stock option or other equity award agreement between Executive and the Company;

- (ii) contact, solicit or provide any service in connection with any Competitive Business to any person or entity that was a customer franchisee, or prospective customer of the Company at any time during Executive's employment (a prospective customer being one to whom the Company had made a business proposal within twelve (12) months prior to the time Executive'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 Competitive Business, 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, or hire or attempt to hire, 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 of Termination, or otherwise interfere with the relationship between any such person and the Company; nor will the Executive 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 Executive violates any covenant contained in this Section 16, then the term of the covenants in this Section shall be extended by the period of time Executive was in violation of the same.

(d) Provisions Pertaining to the Covenants. Executive 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 16 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

Executive's employment terminates. It is agreed that the Executive'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 Executive'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 Sections 14, 15 or 16 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 Executive'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 Company or by Company's failure to exercise any of its rights under any such agreement.

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

(f) Injunctive Relief and Additional Remedy. Executive acknowledges that the injury that would be suffered by Company as a result of a breach of the provisions of this Agreement (including any provision of Sections 14, 15 and 16) would be irreparable and that an award of monetary damages to Company for such a breach would be an inadequate remedy. Consequently, 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 Company will not be obligated to post bond or other security in seeking such relief. Without limiting Company's rights under this Section or any other remedies of Company, in the event of a determination by a court of competent jurisdiction, as to which no further appeal can be taken, that Executive has willfully materially breached any of the provisions of Sections 14, 15 or 16, (i) the Company will have the right to cease making any payments otherwise due to Executive under this Agreement and (ii) Executive will repay to the Company all amounts paid to him under this Agreement on and following the date on which the court determines that such breach first occurred, including but not limited to the return of any stock and options (and stock purchased through the exercise of options) which first became vested following such date, and the proceeds of the sale of any such stock.

(g) Covenants of Sections 14, 15 and 16 are Essential and Independent Covenants. The covenants by Executive in Sections 14, 15 and 16 are essential elements of this Agreement, and without Executive's agreement to comply with such covenants, Company would not have entered into this Agreement or employed Executive. Company and Executive 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 Company. Executive's covenants in Section 14, 15 and 16 are independent covenants and the existence of any claim by Executive against Company, under this Agreement or otherwise, will not excuse Executive's breach of any covenant in Sections 14, 15

or 16. If Executive'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 Executive in Sections 14, 15 and 16. The Company's right to enforce the covenants in Sections 14, 15 and 16 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 Sections 14, 15 or 16, 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 Sections 14, 15 and 16 of this Agreement.

17. Representations And Further Agreements.

(a) Executive represents, warrants and covenants to Company that:

(i) On or prior to the date hereof, Executive has furnished to Company true and complete copies of all judgments, orders, written employment contracts, agreements not to compete, and other agreements or arrangements restricting Executive's employment or business pursuits, that have current application to Executive;

(ii) Executive is knowledgeable and sophisticated as to business matters, including the subject matter of this Agreement, and that prior to assenting to the terms of this Agreement, or giving the representations and warranties herein, Executive has been given a reasonable time to review it and has consulted with counsel of Executive's choice; and

(iii) Executive has not provided, nor been requested by Company to provide, to Company, any confidential or non public document or information of a former employer that constitutes or contains any protected trade secret, and will not use any protected trade secrets in connection with the Executive's employment.

(b) During Executive's employment with the Company subsequent to the cessation thereof, the Executive will reasonably cooperate with Company, and furnish any and all complete and truthful information, testimony or affidavits in connection with any matter that arose during the Executive's employment, that in any way relates to the business or operations of the Company or any of its parent or subsidiary corporations or affiliates, or of which the Executive may have any knowledge or involvement; and will consult with and provide information to Company and its representatives concerning such matters. Executive shall reasonably cooperate with Company in the protection and enforcement of any intellectual property rights that relate to services performed by Executive for Company, whether under the terms of this Agreement or prior to the execution of this Agreement. This shall include without limitation executing, acknowledging, and delivering to Company all documents or papers that may be necessary to enable Company to publish or protect such intellectual property rights. Subsequent to the cessation of Executive's employment with the Company, the Parties will make their best efforts to have such cooperation performed at reasonable times and places and in a manner as not to unreasonably interfere with any other employment in which Executive may then be engaged. Nothing in this Agreement shall be construed or interpreted as requiring the Executive to provide any testimony, sworn statement or declaration that is not complete and truthful. If Company requires the Executive to travel outside the metropolitan area in the United States where the Executive then resides to provide any testimony or otherwise provide any such

assistance, then Company will reimburse the Executive for any reasonable, ordinary and necessary travel and lodging expenses incurred by Executive to do so provided the Executive submits all documentation required under Company's standard travel expense reimbursement policies and as otherwise may be required to satisfy any requirements under applicable tax laws for Company to deduct those expenses. Nothing in this Agreement shall be construed or interpreted as requiring the Executive to provide any testimony or affidavit that is not complete and truthful.

(c) The Company represents and warrants that (a) it is fully authorized by action of the Board (and of any other Person or body whose action is required) to enter into this Agreement and to perform its obligations under it, (b) the execution, delivery and performance of this Agreement by it does not violate any applicable law, regulation, order, judgment or decree or any agreement, arrangement, plan or corporate governance document to which it is a party or by which it is bound, and (c) upon the execution and delivery of this Agreement by the Parties, this Agreement shall be a valid and binding obligation of the Company, enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

18. Mutual Non-Disparagement. Neither the Company nor Executive shall make any oral or written statement about the other Party which is intended or reasonably likely to disparage the other Party, or otherwise degrade the other Party's reputation in the business or legal community or in the telecommunications industry.

19. Foreign Corrupt Practices Act. Executive agrees to comply in all material respects with the applicable provisions of the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), which provides generally that: under no circumstances will foreign officials, representatives, political parties or holders of public offices be offered, promised or paid any money, remuneration, things of value, or provided any other benefit, direct or indirect, in connection with obtaining or maintaining contracts or orders hereunder. When any representative, employee, agent, or other individual or organization associated with Executive is required to perform any obligation related to or in connection with this Agreement, the substance of this section shall be imposed upon such person and included in any agreement between Executive and any such person. Failure by Executive to comply with the provisions of the FCPA shall constitute a material breach of this Agreement and shall entitle the Company to terminate Executive's employment for Cause in accordance with Section 11(a)(iii).

20. Purchases and Sales of the Company's Securities. Executive has read and agrees to comply in all respects with the Company's Policy Regarding the Purchase and Sale of the Company's Securities by Employees, as such Policy may be amended from time to time. Specifically, and without limitation, Executive agrees that Executive shall not purchase or sell stock in the Company at any time (a) that Executive possesses material non-public information about the Company or any of its businesses; and (b) during any "Trading Blackout Period" as may be determined by the Company as set forth in the Policy from time to time.

21. Indemnification.

The Executive shall be covered under the indemnification provisions of the Company's Certificate of Incorporation or Bylaws in effect from time to time on terms and conditions no less favorable to him than those provided to senior executives of the Company generally. The Company may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Company or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law. A directors' and officers' liability insurance policy (or policies) shall be kept in place, during the Term and thereafter until the sixth anniversary of the Date of Termination, providing coverage to Executive that is no less favorable to him in any respect (including with respect to scope, exclusions, amounts, and deductibles) than the coverage then being provided to any other present or former senior executives or directors of the Company generally.

22. Withholding. Anything to the contrary notwithstanding, all payments required to be made by Company hereunder to Executive or his estate or beneficiary shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Company may reasonably determine it should withhold pursuant to applicable law or regulation.

23. Notices. Any written notice required by this Agreement will be deemed provided and delivered to the intended recipient when (a) delivered in person by hand; (b) on the date of transmission, if delivered by confirmed facsimile, (c) three (3) calendar days after being sent via U.S. certified mail, return receipt requested; or (d) the calendar day after being sent via by overnight courier, in each case when such notice is properly addressed to the following address and with all postage and similar fees having been paid in advance:

If to the Company: Charter Communications, Inc.
Attn: Human Resources
12405 Powerscourt Drive
St. Louis, MO 63131
Attention: General Counsel
Facsimile: 314-965-8793

With a Copy to: Wachtell, Lipton, Rosen & Katz
51 W. 52nd Street
New York, New York 10019
Attention: Michael J. Segal, Esq.
Facsimile: (212) 403-2000

If to Executive, to the home address and facsimile number of the Executive most recently on file in the records of the Company

Either Party may change the address to which notices, requests, demands and other communications to such Party shall be delivered personally or mailed by giving written notice to the other Party in the manner described above.

24. **Binding Effect.** This Agreement shall be for the benefit of and binding upon the Parties hereto and their respective heirs, personal representatives, legal representatives, successors and, where applicable, assigns.

25. **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to its specific subject matter and supersedes any prior oral and written communications, agreements and understandings between the Parties concerning the specific subject matter hereof. This Agreement may not be modified, amended, altered, waived or rescinded in any manner, except by written instrument signed by both of the Parties hereto that expressly refers to the provision of this Agreement that is being modified, amended, altered, waived or rescinded; provided, however, that the waiver by either Party of a breach or compliance with any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or compliance.

26. **Severability.** In case any one or more of the provisions of this Agreement shall be held by any court of competent jurisdiction or any arbitrator selected in accordance with the terms hereof to be illegal, invalid or unenforceable in any respect, such provision shall have no force and effect, but such holding shall not affect the legality, validity or enforceability of any other provision of this Agreement provided that the provisions held illegal, invalid or unenforceable does not reflect or manifest a fundamental benefit bargained for by a Party hereto.

27. **Assignment.** Subject to the Executive's right to terminate in the event of a Change of Control hereunder, this Agreement can be assigned by the Company only to a company that controls, is controlled by, or is under common control with the Company and which assumes all of the Company's obligations hereunder. The duties and covenants of Executive under this Agreement, being personal, may not be assigned or delegated except that Executive may assign payments due hereunder to a trust established for the benefit of Executive's family or to Executive's estate or to any partnership or trust entered into by Executive and/or Executive's immediate family members (meaning, Executive's spouse and lineal descendants). This agreement shall be binding in all respects on permissible assignees.

28. **Notification.** In order to preserve the Company's rights under this Agreement, the Company is authorized to advise any third party with whom Executive may become employed or enter into any business or contractual relationship with, or whom Executive 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.

29. **Choice of Law/Jurisdiction.** This Agreement is deemed to be accepted and entered into in Delaware. Executive and the Company intend and hereby acknowledge that jurisdiction over disputes with regard to this Agreement, and over all aspects of the relationship between the Parties, shall be governed by the laws of the State of Delaware without giving effect to its rules governing conflicts of laws. With respect to orders in aid or enforcement of arbitration awards and injunctive relief, venue and jurisdiction are proper in any county in Delaware, and (if federal jurisdiction exists) any United States District Court in Delaware, and the Parties waive all objections to jurisdiction and venue in any such forum and any defense that such forum is not the most convenient forum.

30. Arbitration. Any claim or dispute between the Parties arising out of or relating to this Agreement, any other agreement between the Parties, Executive's employment with the Company, or any termination thereof (collectively, "Covered Claims") shall (except to the extent otherwise provided in Section 16(f) with respect to certain requests for injunctive relief) be resolved by binding confidential arbitration, to be held in Wilmington, Delaware, before a panel or three arbitrators in accordance with the National Rules for Resolution of Employment Disputes of the American Arbitration Association and this Section 30. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Pending the resolution of any Covered Claim, Executive (and his beneficiaries) shall continue to receive all payments and benefits due under this Agreement or otherwise, except to the extent that the arbitrators otherwise provide. The Company shall reimburse Executive for all costs and expenses (including, without limitation, legal, tax and accounting fees) incurred by him in any arbitration under this Section 30, to the extent he substantially prevails in any such arbitration.

31. Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any manner the meaning or interpretation of this Agreement.

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

33. Section 409A Compliance.

(a) This Agreement is intended to comply with Section 409A of the Code or an exemption thereto, and, to the extent necessary in order to avoid the imposition of a penalty tax on the Executive under Section 409A of the Code, payments may only be made under this Agreement upon an event and in a manner permitted by Section 409A of the Code. Any payments or benefits that are provided upon a termination of employment shall, to the extent necessary in order to avoid the imposition of a penalty tax on the Executive under Section 409A of the Code, not be provided unless such termination constitutes a "separation from service" within the meaning of Section 409A of the Code. Any payments that qualify for the "short-term deferral" exception or another exception under Section 409A of the Code shall be paid under the applicable exception. Notwithstanding anything in this Agreement to the contrary, if the Executive is considered a "specified employee" (as defined in Section 409A of the Code), any amounts paid or provided under this Agreement shall, to the extent necessary in order to avoid the imposition of a penalty tax on Executive under Section 409A of the Code, be delayed for six months after Executive's "separation from service" within the meaning of Section 409A of the Code, and the accumulated amounts shall be paid in a lump sum within ten (10) calendar days after the end of the six (6)-month period. If the Executive dies during the six-month postponement period prior to the payment of benefits, the amounts the payment of which is deferred on account of Section 409A of the Code shall be paid to the personal representative of the Executive's estate within 60 calendar days after the date of the Executive's death.

(b) For purposes of Section 409A of the Code, the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate

payments. In no event may the Executive, directly or indirectly, designate the calendar year of a payment. All reimbursements and in-kind benefits provided under the Agreement shall be made or provided in accordance with the requirements of Section 409A of the Code, including, where applicable, the requirement that (i) any reimbursement is for expenses incurred during the period of time specified in this Agreement, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in kind benefits to be provided, in any other calendar year, (iii) the reimbursement of an eligible expense will be made no later than the last calendar day of the calendar year following the year in which the expense is incurred, and (iv) the right to reimbursement or in kind benefits is not subject to liquidation or exchange for another benefit.

34. Part-Time Employment. This Section 34 shall apply notwithstanding anything in this Agreement to the contrary. During the period on and following the Employment Effective Date through the day preceding the CEO Effective Date (the “Part-Time Employment Period”), Executive will be a part-time employee of the Company, without title or authority other than as specifically conferred upon him by the Board in writing. In such capacity, Executive will perform such services as may be requested of him by the Board or its designee from time to time (i) in preparation for Executive assuming the Chief Executive Officer position on the CEO Effective Date, (ii) at a place mutually acceptable to Executive and the Company, and (iii) with the expectation that such services are expected to require no less than 10 hours per week. Executive’s compensation during the Part-Time Employment Period (other than the long-term incentive compensation pursuant to Section 7) shall be \$8,000 per week, pro-rated for any partial week and paid in accordance with the Company’s general payroll practices in effect from time to time (but no less frequently than monthly). Executive will not be entitled to employee benefits during the Part-Time Employment Period other than as the Company may provide to part-time employees generally, if any. During the Part-Time Employment Period, Executive shall be an employee at will and his employment may be terminated by either him or the Company for any reason or for no reason. The only provisions of this Agreement which shall apply to Executive’s employment during the Part-Time Employment Period shall be Sections 1 (to the extent necessary to the application of the other Sections hereafter referenced), 2, 3(c), 7, 9, 12 (to the extent noted in the last sentence of this Section 34), 14, 15, 16 (solely to the extent it specifically references Sections 14 and 15), 17, 18 and 19 through 34. If, due to actions of the Company (other than due to a termination of Executive by the Company for Cause), Executive does not become President and Chief Executive Officer of the Company on the CEO Effective Date (or another date mutually agreed upon between the Company and Executive), the Executive may resign as an employee and receive the severance payments and benefits described in Section 12(b)(A)-(C).

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

Charter Communications, Inc.

By: /s/ Robert E. Quicksilver

Title: Executive Vice President and Chief Administrative
Officer

EXECUTIVE

/s/ Thomas Rutledge

Thomas Rutledge

EXHIBIT A

RELEASE

This Release of Claims (this "Release") is entered into as of the "Date of Termination" (as defined in that certain Employment Agreement, dated and effective as of December 19, 2011, to which **THOMAS RUTLEDGE** ("Executive") and **CHARTER COMMUNICATIONS, INC.**, a Delaware corporation (the "Company"), are parties, as such agreement is from time to time amended in accordance with its terms (the "Employment Agreement").

1. Release of Claims by Executive.

(a) Pursuant to Section 12(g) of the Employment Agreement, Executive, with the intention of binding himself and his heirs, executors, administrators and assigns (collectively, and together with Executive, the "Executive Releasers"), hereby releases, remises, acquits and forever discharges the Company and each of its subsidiaries and affiliates (the "Company Affiliated Group"), and their past and present directors, employees, agents, attorneys, accountants, representatives, plan fiduciaries, and the successors, predecessors and assigns of each of the foregoing (collectively, and together with the members of the Company Affiliated Group, the "Company Released Parties"), of and from any and all claims, actions, causes of action, complaints, charges, demands, rights, damages, debts, sums of money, accounts, financial obligations, suits, expenses, attorneys' fees and liabilities of whatever kind or nature in law, equity or otherwise, whether accrued, absolute, contingent, unliquidated or otherwise and whether now known or unknown, suspected or unsuspected, that arise out of, or relate in any way to, events occurring on or before the date hereof relating to Executive's employment or the termination of such employment (collectively, "Released Claims") and that Executive, individually or as a member of a class, now has, owns or holds, or has at any time heretofore had, owned or held, against any Company Released Party in any capacity, including any and all Released Claims (i) arising out of or in any way connected with Executive's service to any member of the Company Affiliated Group (or the predecessors thereof) in any capacity (including as an employee, officer or director), or the termination of such service in any such capacity, (ii) for severance or vacation benefits, unpaid wages, salary or incentive payments, (iii) for breach of contract, wrongful discharge, impairment of economic opportunity, defamation, intentional infliction of emotional harm or other tort, (iv) for any violation of applicable federal, state and local labor and employment laws (including all laws concerning unlawful and unfair labor and employment practices) and (v) for employment discrimination under any applicable federal, state or local statute, provision, order or regulation, and including, without limitation, any claim under Title VII of the Civil Rights Act of 1964 ("Title VII"), the Age Discrimination in Employment Act ("ADEA") and any similar or analogous state statute, excepting only that no claim in respect of any of the following rights shall constitute a Released Claim:

(1) any right arising under, or preserved by, this Release or the Employment Agreement;

(2) for avoidance of doubt, any right to indemnification under (i) applicable corporate law, (ii) the Employment Agreement, (iii) the by-laws or certificate of incorporation of

any Company Released Party, (iv) any other agreement between Executive and a Company Released Party or (v) as an insured under any director's and officer's liability insurance policy now or previously in force; or

(3) for avoidance of doubt, any claim for benefits under any health, disability, retirement, life insurance or similar employee benefit plan of the Company Affiliated Group.

(b) No Executive Releasor shall file or cause to be filed any action, suit, claim, charge or proceeding with any governmental agency, court or tribunal relating to any Released Claim within the scope of this Section 1.

(c) In the event any action, suit, claim, charge or proceeding within the scope of this Section 1 is brought by any government agency, putative class representative or other third Party to vindicate any alleged rights of Executive, (i) Executive shall, except to the extent required or compelled by law, legal process or subpoena, refrain from participating, testifying or producing documents therein, and (ii) all damages, inclusive of attorneys' fees, if any, required to be paid to Executive by the Company as a consequence of such action, suit, claim, charge or proceeding shall be repaid to the Company by Executive within ten (10) calendar days of his receipt thereof.

(d) The amounts and other benefits set forth in Sections 12(b)(iv) and (v) of the Employment Agreement, to which Executive would not otherwise be entitled, are being paid to Executive in return for Executive's execution and nonrevocation of this Release and Executive's agreements and covenants contained in the Employment Agreement. Executive acknowledges and agrees that the release of claims set forth in this Section 1 is not to be construed in any way as an admission of any liability whatsoever by any Company Released Party, any such liability being expressly denied.

(e) The release of claims set forth in this Section 1 applies to any relief in respect of any Released Claim of any kind, no matter how called, including wages, back pay, front pay, compensatory damages, liquidated damages, punitive damages, damages for pain or suffering, costs, and attorney's fees and expenses. Executive specifically acknowledges that his acceptance of the terms of the release of claims set forth in this Section 1 is, among other things, a specific waiver of his rights, claims and causes of action under Title VII, ADEA and any state or local law or regulation in respect of discrimination of any kind; provided, however, that nothing herein shall be deemed, nor does anything contained herein purport, to be a waiver of any right or claim or cause of action which by law Executive is not permitted to waive.

2. Voluntary Execution of Agreement.

BY HIS SIGNATURE BELOW, EXECUTIVE ACKNOWLEDGES THAT:

(a) HE HAS RECEIVED A COPY OF THIS RELEASE AND WAS OFFERED A PERIOD OF TWENTY-ONE (21) DAYS TO REVIEW AND CONSIDER IT;

(b) IF HE SIGNS THIS RELEASE PRIOR TO THE EXPIRATION OF TWENTY-ONE (21) CALENDAR DAYS, HE KNOWINGLY AND VOLUNTARILY WAIVES AND GIVES UP THIS RIGHT OF REVIEW;

(c) HE HAS THE RIGHT TO REVOKE THIS RELEASE FOR A PERIOD OF SEVEN CALENDAR DAYS AFTER HE SIGNS IT BY MAILING OR DELIVERING A WRITTEN NOTICE OF REVOCATION TO THE COMPANY NO LATER THAN THE CLOSE OF BUSINESS ON THE SEVENTH CALENDAR DAY AFTER THE DAY ON WHICH HE SIGNED THIS RELEASE;

(d) THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE FOREGOING SEVEN-DAY REVOCATION PERIOD HAS EXPIRED WITHOUT THE RELEASE HAVING BEEN REVOKED;

(e) THIS RELEASE WILL BE FINAL AND BINDING AFTER THE EXPIRATION OF THE FOREGOING REVOCATION PERIOD REFERRED TO IN SECTION 2(c), AND FOLLOWING SUCH REVOCATION PERIOD EXECUTIVE AGREES NOT TO CHALLENGE ITS ENFORCEABILITY;

(f) HE IS AWARE OF HIS RIGHT TO CONSULT AN ATTORNEY, HAS BEEN ADVISED IN WRITING TO CONSULT WITH AN ATTORNEY, AND HAS HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY, IF DESIRED, PRIOR TO SIGNING THIS RELEASE;

(g) NO PROMISE OR INDUCEMENT FOR THIS RELEASE HAS BEEN MADE EXCEPT AS SET FORTH IN THE EMPLOYMENT AGREEMENT AND THIS RELEASE;

(h) HE HAS CAREFULLY READ THIS RELEASE, ACKNOWLEDGES THAT HE HAS NOT RELIED ON ANY REPRESENTATION OR STATEMENT, WRITTEN OR ORAL, NOT SET FORTH IN THIS DOCUMENT OR THE EMPLOYMENT AGREEMENT, AND WARRANTS AND REPRESENTS THAT HE IS SIGNING THIS RELEASE KNOWINGLY AND VOLUNTARILY.

3. Miscellaneous.

The provisions of the Employment Agreement relating to representations, successors, notices, amendments/waivers, headings, severability, choice of law, references, arbitration and counterparts/faxed signatures, shall apply to this Release as if set fully forth in full herein, with references in such Sections to "this Agreement" being deemed, as appropriate, to be references to this Release. For avoidance of doubt, this Section 3 has been included in this Release solely for the purpose of avoiding the need to repeat herein the full text of the referenced provisions of the Employment Agreement.

[Signature page follows]

Termination. **IN WITNESS WHEREOF**, the Company and Executive have acknowledged, executed and delivered this Release as of the Date of

Executive

/s/ Thomas Rutledge
THOMAS RUTLEDGE

CHARTER COMMUNICATIONS, INC.

By: /s/ Robert E. Quicksilver

Name: Robert E. Quicksilver

Title: Executive Vice President and Chief Administrative Officer

EXHIBIT B

[Award Agreement for Time-Vesting Stock Options]

EXHIBIT C

[Award Agreement for Performance-Vesting Stock Options]

EXHIBIT D

[Award Agreement for Time-Vesting Restricted Stock]

EXHIBIT E

[Award Agreement for Performance Vesting Restricted Stock]

TIME-VESTING NONQUALIFIED STOCK OPTION AGREEMENT

THIS AGREEMENT is made as of December 19, 2011 (the "Grant Date") between Charter Communications, Inc., a Delaware corporation (the "Company"), and Thomas Rutledge (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:	\$53.595 ¹
Total Number of Shares under Option:	200,000
Total Exercise Price:	\$10,719,000 ²
Exercise Expiration Date:	December 19, 2021

Charter Communications, Inc.

/s/ Robert E. Quicksilver
Robert E. Quicksilver, Executive Vice
President and Chief Administrative Officer

I, the undersigned, agree to this grant of an Option to purchase Shares of the Company, acknowledge that this grant is subject to the terms and conditions of the Plan and this Agreement, and have read and understand the terms and conditions set forth in Sections 1 through 21 of this Agreement.

/s/ Thomas Rutledge
Optionee (Thomas Rutledge)

¹ "Fair Market Value" on the Grant Date, which will mean the average of the high and low sales prices of the Shares on the Nasdaq on the Grant Date

² 200,000 multiplied by the per-share exercise price

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 terminated as provided under the terms of the Plan and this Agreement.

4. Vesting of Option.

(a) Normal Vesting. Unless otherwise provided in this Agreement or the Plan, the Option granted hereunder shall, subject to the Optionee's continued employment with the Company or its Subsidiaries on each such vesting date (except as provided otherwise in Sections 4(b) and 4(c)), vest and become exercisable as to one-fourth of the Total Number of Shares (*i.e.*, 50,000 Shares, and each such group of Shares, a "Tranche") on each of the first four (4) anniversaries of the "CEO Effective Date" (as defined in the employment agreement by and between the Optionee and the Company, dated and effective as of December 19, 2011 (the "Employment Agreement") (each such anniversary, an "Annual Vesting Date"). Each right of purchase shall be cumulative and shall continue, unless sooner exercised or terminated as herein provided, during the remaining period of the Exercise Term. Notwithstanding any fractional number of Shares resulting from the application of the foregoing percentages or vesting provisions below, the Option shall only be exercisable with respect to a whole number of Shares.

(b) Certain Terminations. Subject to Section 4(c) but otherwise notwithstanding anything to the contrary set forth in the Employment Agreement, the Plan or this Agreement, upon the termination of employment of the Optionee:

(i) following the CEO Effective Date by the Company for Cause (as defined in the Employment Agreement), by the Optionee without Good Reason (as defined in the

Employment Agreement) or as a result of the Optionee's death or Disability (as defined in the Employment Agreement), any unvested portion of the Option shall be cancelled and forfeited;

Section 4(c): (ii) following the CEO Effective Date by the Company without Cause or by the Optionee for Good Reason, subject to

(A) the unvested Tranche, if any, held by Optionee that would, absent Optionee's termination of employment, vest on the Annual Vesting Date immediately following the Date of Termination (as defined in the Employment Agreement) shall vest and become exercisable upon the Date of Termination as to a number of Shares equal to 50,000 multiplied by a fraction, the numerator of which is the number of calendar days following the Annual Vesting Date immediately preceding the Date of Termination (or, in the case of the Tranche that would vest on the first Annual Vesting Date, the Grant Date) through the Date of Termination, and the denominator of which is 365; provided that if Optionee's employment is terminated by the Company without Cause or by Optionee for Good Reason in either case (x) upon or within thirty (30) calendar days before or twelve (12) months after a Change in Control, or (y) 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 entire unvested portion of the Option shall vest and become exercisable in full upon the Date of Termination; and

(B) any portion of the Option that remains unvested after the application of clause (A) shall be canceled and forfeited as of the Date of Termination; or

(iii) prior to the CEO Effective Date for any reason, the entire Option shall be canceled and forfeited as of the Date of Termination.

For purposes of this Agreement, "Change in Control" shall mean (a) "Change of Control" as defined under the Employment Agreement.

(c) Forfeiture Resignation. If, following the CEO Effective Date, Optionee Voluntarily (as defined in the Employment Agreement) resigns without Good Reason and assumes the role of chairman, chief executive officer, president or other substantially similar role at Comcast, Time Warner Cable, Cablevision, or Cox or any of their respective affiliates (or a company that is, at such time, a top-four (4) multi-system operator peer of the Company, and any affiliate of any such company) (each such company, a "Restricted Company") at any time before the 18-month anniversary of the CEO Effective Date (such resignation, a "Forfeiture Resignation", and such 18-month anniversary, the "Release Date"), Optionee shall forfeit any and all rights to the Option, and the Option shall immediately be canceled (the "Forfeiture Provision"). In order to implement the foregoing, notwithstanding anything to the contrary set forth in this Agreement, the Employment Agreement or the Plan, any Options which otherwise

would have vested pursuant to Section 4(a) prior the Release Date shall become vested on the Release Date (and only if there has not been a Forfeiture Termination); provided that if the Optionee's employment is terminated in accordance with Section 4(b)(ii) prior to the Release Date, any Options which would have vested prior to such termination but for this Section 4(c), as well as any Options which vest in accordance with Section 4(b)(ii), will become vested on the Termination Date. The Forfeiture Provision shall expire upon a Change in Control that occurs prior to the Release Date, and any Options which otherwise would have vested pursuant to Section 4(a) through the date of such Change in Control shall become vested on such date.

(d) Examples. By way of example, the Optionee is granted the Option on December [19], 2011, and assume that the CEO Effective Date is February 13, 2012.

(i) Termination Example. If Optionee is terminated by the Company without Cause or resigns for Good Reason on August 13, 2013 (the Release Date), Optionee will vest and become exercisable on the Date of Termination (i.e., August 13, 2013) in (A) the first Tranche (i.e., as to 50,000 Shares subject to the Option) which would have vested on February 13, 2013 but for Section 4(c), and (B) as to 50% of the 50,000 Shares subject to the second Tranche that was scheduled to vest on February 13, 2014 (i.e., as to 25,000 Shares) because Optionee was employed for 50% of the vesting year February 14, 2013 – February 13, 2014. The remaining unvested portion of the Option, consisting of 50% of the second Tranche and the entire third and fourth Tranches, shall be forfeited and cancelled.

(ii) Change in Control Example. A Change in Control occurs on June 30, 2012. If Optionee is terminated by the Company without Cause or resigns for Good Reason on September 1, 2012, the entire remaining unvested portion of the Option shall vest and become exercisable on the Date of Termination.

(iii) Forfeiture Resignation Example. Optionee Voluntarily resigns on February 14, 2013. The first Tranche (i.e., as to 50,000 Shares) would have vested on February 13, 2013 but for Section 4(c), but did not vest because February 13, 2013 is prior to the Release Date (i.e., August 13, 2013). On May 25, 2013, Optionee is hired as the chief executive officer of a Restricted Company and all of the Options are immediately cancelled due to the Forfeiture Provision. (If, however, a Change in Control occurred on May 24, 2013, the Forfeiture Provision would have expired and the first Tranche would have become fully exercisable on May 24, 2013.)

4.2 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. Manner of Exercise and Payment.

5.1 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.

5.2 The notice of exercise described in Section 5.1 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 11 of this Agreement, and in the manner as may be permitted by the Committee its discretion pursuant to Section 11 of this Agreement.

5.3 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 effect the transfer to the Optionee of the number of Shares as to which such exercise was effective.

5.4 Except as otherwise provided in Section 9, the Optionee shall not be deemed to be the holder of, or to have any of the rights of a holder with respect to any Shares subject to the Option until (i) the Option shall have been exercised pursuant to the terms of this Agreement and the Optionee shall have paid the full purchase price for the number of Shares in respect of which the Option was exercised, (ii) the Company shall have issued and delivered the Shares to the Optionee, and (iii) the Optionee's name shall have been entered as a stockholder of record on the books of the Company, whereupon the Optionee shall have full voting and other ownership rights with respect to such Shares.

6. Exercisability upon Termination of Employment.

If, following the CEO Effective Date, the employment of the Optionee is terminated for any reason other than for Cause (including, without limitation, the Optionee's ceasing to be employed by a Subsidiary or Division as a result of the sale of such Subsidiary or Division or an interest in such Subsidiary or Division or a termination of employment by the Optionee with or without Good Reason), the vested portion of the Option shall (subject to Section 4(c)) continue to be exercisable in whole or in part at any time, but in no event after the Exercise Expiration Date, for six (6) months after the Date of Termination. If the employment of the Optionee is terminated for Cause, the entire Option (whether or not vested) shall terminate effective immediately prior to the Optionee's termination of employment.

7. Nontransferability.

The Option shall not be transferable other than by will or by the laws of descent and distribution. During the lifetime of the Optionee, the Option shall be exercisable only by the Optionee.

8. 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.

9. Adjustments.

9.1 Change in Capitalization. In the event of a Change in Capitalization, 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.

9.2 Dividends and Other Distributions. If the Company (i) makes extraordinary distributions (by dividend or otherwise), (ii) grants rights to purchase securities to existing shareholders as a group, or (iii) issues securities to existing shareholders as a group (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 (in each case of clauses (i), (ii) and (iii), an "Extraordinary Distribution"), then to reflect such Extraordinary Distribution, this Option shall be adjusted to retain the pre-Extraordinary Distribution aggregate "spread" by decreasing the Exercise Price in a manner which would not result in the imposition of penalty taxes on Optionee under Section 409A of the Code; provided that with respect to any vested portion of this Option, the Committee, in its sole discretion, may provide that, in lieu of such adjustment, the Optionee shall be entitled to receive the amount of, and the benefits and rights associated with, such Extraordinary Distribution in the same form and on the same terms as the Extraordinary Distribution paid or provided to the Company's shareholders based upon the number of Shares underlying such vested portion of the Option. Any adjustment described in this Section 9.2 shall be implemented in accordance with, and to the extent permitted by, Treasury Regulation § 1.409A-1(b)(5)(v)(D). No adjustment to this Option shall be made in connection with any distribution (by dividend or otherwise) other than an Extraordinary Distribution.

10. Effect of a Merger, Consolidation or Liquidation.

Subject to the terms of the Plan and this Agreement, in the event of (a) a 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, the Options 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 Options are exercisable (provided they remain exercisable for at least thirty (30) calendar days after the date on which notice of such shortening is given to the Optionee); (ii) accelerate the vesting schedule with respect to the Options; (iii) arrange to have the surviving or successor entity assume the Options or grant replacement Options with appropriate adjustments in the exercise prices, and

adjustments in the number and kind of securities or other property issuable upon exercise or adjustments so that the Options or their replacements represent 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 Options had such exercise occurred in full prior to the Transaction; or (iv) cancel the Options upon the payment to the Optionee in cash of an amount that is equal to the amount, if any, by which Fair Market Value of the Shares subject to the Option or portion thereof exceed 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 10 shall be conclusively presumed to be appropriate for purposes of Section 10 of the Plan.

11. 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 Optionee shall not be entitled to exercise his Options for which cash has not been provided by the Optionee with respect to the applicable Withholding Taxes.

12. 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.

13. 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 effect an Optionee shall only be effective pursuant to a written instrument executed by the parties hereto.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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. 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.

21. 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.

PERFORMANCE-VESTING RESTRICTED STOCK AGREEMENT

THIS AGREEMENT is made as of December 19, 2011 (the "Grant Date"), between Charter Communications, Inc., a Delaware corporation (the "Company"), and Thomas Rutledge (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 Agreement (the "Agreement").

The undersigned Participant has been granted the number of shares of Restricted Stock ("Restricted Shares") 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 Shares Granted: 306,700

Charter Communications, Inc.

/s/ Robert E. Quicksilver
Robert E. Quicksilver, Executive Vice
President and Chief Administrative Officer

I, the undersigned, agree to this grant of Restricted Shares, 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 22 of this Agreement.

/s/ Thomas Rutledge
Participant (Thomas Rutledge)

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. Any capitalized term not defined in this Agreement shall, unless set forth otherwise herein, have the same meaning as is ascribed thereto in the Plan. 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, unless set forth otherwise herein, control.

2. Grant of Restricted Shares.

The Company hereby grants to the Participant, as of the Grant Date specified above, the number of Restricted Shares specified above, which Restricted Shares shall be issued in the Participant's name as of the Grant Date provided that the Participant has executed the appropriate blank stock power attached hereto as Exhibit A, an escrow agreement and any other documents required by the Committee as a condition to the issuance of such Restricted Shares. If the Participant does not execute such documents by the Grant Date, this Award of Restricted Shares shall be null and void. The Restricted Shares issued hereunder shall be deposited together with the stock powers with the Company as escrow agent. Upon delivery of the Restricted Shares to the Company as escrow agent, the Participant shall have all of the rights of a stockholder with respect to the Restricted Shares, including the right to vote the Restricted Shares and to receive all dividends or other distributions paid or made with respect to the Restricted Shares according to the terms and conditions of Section 4. Upon vesting of any of the Restricted Shares, the Committee shall cause a stock certificate to be promptly delivered to the Participant with respect to such vested Restricted Shares, free of the restrictions set forth in Section 3. Notwithstanding the foregoing, the Committee may impose such additional restrictions as it may deem advisable, including, but not limited to, restrictions related to applicable federal securities laws, the requirements of any national securities exchange or system upon which Shares are then listed or traded, or any blue sky or state securities laws. If any of the Restricted Shares are forfeited in accordance with the terms of this Agreement, such Restricted Shares shall be deemed no longer outstanding and Participant shall forfeit any and all rights thereto. 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 Restricted Shares, except as otherwise specifically provided for in the Plan or this Agreement.

3. Vesting of Restricted Shares.

(a) Normal Vesting. Unless otherwise provided in this Agreement or the Plan, the Restricted Shares granted hereunder shall, subject to the Participant's continued

employment with the Company or its Subsidiaries through the applicable vesting time stated below (except as provided otherwise in Sections 3(b) and 3(d)), vest as follows:

(i) Tranche I Performance Restricted Shares: As to 102,233 of the Restricted Shares (the “Tranche I Performance Restricted Shares”), 25% shall be first eligible to vest on each of the first four (4) anniversaries of the “CEO Effective Date” (as defined in the employment agreement by and between the Optionee and the Company, dated and effective as of December 19, 2011 (the “Employment Agreement”) (*i.e.*, as to 25,558 Tranche I Performance Restricted Shares for each of the first three (3) anniversaries of the CEO Effective Date and 25,559 Tranche I Performance Restricted Shares for the fourth (4th) anniversary of the CEO Effective Date) (such Restricted Shares which have become so eligible, “Eligible Restricted Shares,” and Restricted Shares which have not become so eligible, “Non-Eligible Restricted Shares”). Tranche I Performance Restricted Shares shall vest if and when the “Tranche I Measurement Standard” (as defined below) is satisfied on or following the anniversary of the CEO Effective Date on which such Tranche I Performance Restricted Shares first become Eligible Restricted Shares. By way of example, the second group of 25,558 Tranche I Performance Restricted Shares shall vest if and when the Tranche I Measurement Standard is satisfied on or following the second anniversary of the CEO Effective Date.

(ii) Tranche II Performance Restricted Shares: As to 102,233 of the Restricted Shares (the “Tranche II Performance Restricted Shares”), 25% shall first become Eligible Restricted Shares on each of the first four (4) anniversaries of the CEO Effective Date (*i.e.*, as to 25,558 Tranche II Performance Restricted Shares for each of the first three (3) anniversaries of the CEO Effective Date and 25,559 Tranche II Performance Restricted Shares for the fourth (4th) anniversary of the CEO Effective Date). The Tranche II Performance Restricted Shares shall vest if and when the “Tranche II Measurement Standard” (as defined below) is satisfied on or following the anniversary of the CEO Effective Date on which such Tranche II Performance Restricted Shares first become Eligible Restricted Shares. By way of example, the third group of 25,558 Tranche II Performance Restricted Shares shall vest if and when the Tranche II Measurement Standard is satisfied on or following the third anniversary of the CEO Effective Date.

(iii) Tranche III Performance Restricted Shares: As to 102,233 of the Restricted Shares (the “Tranche III Performance Restricted Shares”), 25% shall first become Eligible Restricted Shares on each of the first four (4) anniversaries of the CEO Effective Date (*i.e.*, as to 25,558 Tranche III Performance Restricted Shares for each of the first three (3) anniversaries of the CEO Effective Date and 25,559 Tranche III Performance Restricted Shares for the fourth (4th) anniversary of the CEO Effective Date). The Tranche III Performance Restricted Shares shall vest if and when the “Tranche III Measurement Standard” (as defined below) is satisfied on or following the anniversary of the CEO Effective Date on which such Tranche III Performance Restricted Shares first become Eligible Restricted Shares. By way of example, the first group of 25,558 Tranche III Performance Restricted Shares shall vest if and when the Tranche III Measurement Standard is satisfied on or following the first anniversary of the CEO Effective Date.

For purposes of this Agreement:

“Tranche I Measurement Standard,” “Tranche II Measurement Standard” and “Tranche III Measurement Standard” (each, a “Measurement Standard”) shall mean achievement of an average of the per-share closing price of a Share as reported on the principal exchange on which the Shares are listed for trading for any sixty (60) consecutive trading days commencing on or after the 60th trading day prior to the applicable anniversary of the CEO Effective Date on which the Restricted Shares first become Eligible Restricted Shares, and ending not later than the tenth (10th) anniversary of the CEO Effective Date, of (A) \$60 as to the Tranche I Performance Restricted Shares, (B) \$80 as to the Tranche II Performance Restricted Shares and (C) \$100 as to the Tranche III Performance Restricted Shares. Any Restricted Shares that remain unvested on the tenth (10th) anniversary of the CEO Effective Date shall be forfeited and returned to the Company. By way of example, the Tranche I Measurement Standard for the second group of 25,558 Tranche I Performance Restricted Shares is the achievement of an average closing price of a Share of \$60 or greater for any consecutive 60-trading day period commencing on or following the 60th trading day prior to the second anniversary of the CEO Effective Date, and ending not later than the 10th anniversary of the CEO Effective Date. In addition, there shall be no proportionate or partial vesting in the periods prior to the applicable stock price thresholds being achieved as provided above, and all vesting shall occur only at such time as the applicable stock price thresholds have been achieved in accordance with the foregoing. In the event of a Change in Capitalization (as defined in the Plan) or an Extraordinary Distribution (as defined in Section 9.2), the foregoing Measurement Standards shall be subject to such equitable adjustments as may be determined by the Committee in accordance with the Plan and in a manner no less favorable to the Participant than those applicable to awards vesting on the basis of the Company’s stock price then held by other Company employees.

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

(b) Certain Terminations. Subject to Section 3(d) but otherwise notwithstanding anything to the contrary set forth in the Employment Agreement, the Plan or this Agreement, upon the termination of employment of the Participant:

(i) following the CEO Effective Date by the Company for Cause (as defined in the Employment Agreement), by the Participant without Good Reason (as defined in the Employment Agreement) or as a result of the Participant’s death or Disability (as defined in the Employment Agreement), all unvested Restricted Shares shall be forfeited and returned to the Company; or

(ii) by the Company without Cause or by the Participant for Good Reason, subject to Section 3(d):

(A) the unvested Restricted Shares shall remain outstanding and eligible to vest in accordance with Section 3(a) until the tenth (10th) anniversary of the CEO Effective

Date as to (i) Restricted Shares that are Eligible Restricted Shares on the Date of Termination (as defined in the Employment Agreement), and (ii) a number of Non-Eligible Restricted Shares, if any, in the group of Restricted Shares which first would have become Eligible Restricted Shares on the anniversary of the CEO Effective Date immediately following the Date of Termination equal to the number of Restricted Shares in such group multiplied by a fraction, the numerator of which is the number of calendar days following the anniversary of the CEO Effective Date immediately preceding the Date of Termination (or, in the case of the Restricted Shares which would first have become Eligible Restricted Shares on the first anniversary of the CEO Effective Date, the CEO Effective Date) through the Date of Termination, and the denominator of which is 365 (with those Restricted Shares described in this clause (ii) becoming Eligible Restricted Shares);

(B) any Non-Eligible Restricted Shares that remain unvested after the application of clause (A) shall immediately be forfeited and returned to the Company as of the Date of Termination; and

(iii) prior to the CEO Effective Date for any reason, all of the Restricted Shares shall be forfeited and returned to the Company as of the Date of Termination.

(c) Change in Control. Notwithstanding anything to the contrary set forth in any employment agreement between the Participant and the Company, the Plan or this Agreement, in the event of a Change in Control, the Restricted Shares will, to the extent then unvested, vest to the extent the applicable Measurement Standard is satisfied in connection with such Change in Control based on the highest price per Share paid for the Shares in such Change in Control (or the value attributable to the Shares, in the case of a Change in Control that is not a stock sale) (the "Per-Share Consideration"). Unless otherwise determined by the Committee at the time of such Change in Control, all Restricted Shares that do not vest in accordance with this Section 3(c) in connection with such Change in Control shall be forfeited and returned to the Company upon such Change in Control. For purposes of this Agreement, "Change in Control" shall mean "Change of Control" as defined under the Employment Agreement.

(d) Forfeiture Resignation. If, following the CEO Effective Date, Participant Voluntarily (as defined in the Employment Agreement) resigns without Good Reason and assumes the role of chairman, chief executive officer, president or other substantially similar role at Comcast, Time Warner Cable, Cablevision, Cox or any of their respective affiliates (or a company that is, at such time, a top-four (4) multi-system operator peer of the Company, and any affiliate of any such company) (each such company, a "Restricted Company") at any time before the 18-month anniversary of the CEO Effective Date (such resignation, a "Forfeiture Resignation", and such 18-month anniversary, the "Release Date"), Participant shall forfeit any and all rights to all Restricted Shares, and all of the Restricted Shares shall immediately be

returned to the Company (the “Forfeiture Provision”). In order to implement the foregoing, notwithstanding anything to the contrary set forth in this Agreement, the Employment Agreement or the Plan, any Restricted Shares which otherwise would have vested pursuant to Section 3(a) prior the Release Date shall become vested on the Release Date (and only if there has not been a Forfeiture Termination); provided that if the Participant’s employment is terminated in accordance with Section 3(b)(ii) prior to the Release Date, any Restricted Shares which would have vested prior to such termination but for this Section 3(d), as well as any Restricted Shares which vest in accordance with Section 3(b)(ii), will become vested on the Termination Date. The Forfeiture Provision shall expire upon a Change in Control that occurs prior to the Release Date, and any Restricted Shares which otherwise would have vested pursuant to Section 3(a) through the date of such Change in Control shall become vested on such date.

(e) Examples. By way of example, Participant is granted the Restricted Shares on December 19, 2011, and assume that the CEO Effective Date is February 13, 2012.

(i) Termination Example. Participant is terminated by the Company without Cause or resigns for Good Reason on August 13, 2013 (the Release Date). Assume that the average of the per-share closing price of a Share as reported on the principal exchange on which the Shares are listed for trading for the sixty (60) consecutive trading days ending on February 13, 2013 (the first anniversary of the CEO Effective Date) was \$85. But for Section 3(d), Participant would have already vested in 25% of the Tranche I Performance Restricted Shares and Tranche II Performance Restricted Shares (*i.e.*, as to 51,116 Restricted Shares) on February 13, 2013 (because the Tranche I Measurement Standard and Tranche II Measurement Standard were satisfied and such Restricted Shares were Eligible Restricted Shares), and those Restricted Shares will vest on the Date of Termination. Additionally, the unvested Restricted Shares shall remain eligible to vest in accordance with Section 3(a) until the tenth (10th) anniversary of the CEO Effective Date as to (i) Restricted Shares that are Eligible Restricted Shares at the time of termination, which is 25% of the Tranche III Performance Restricted Shares (a total of 25,558 Restricted Shares), and (ii) fifty percent (50%) of each of the Tranche I, II and III Performance Restricted Shares which were scheduled to become Eligible Restricted Shares on February 13, 2014 (*i.e.*, 38,337 Restricted Shares in the aggregate). The remaining unvested Restricted Shares, consisting of 62.5% of each of the Tranche I, II and III Restricted Shares, shall be and returned to the Company.

(ii) Change in Control Example. In the event a Change in Control is completed on June 30, 2012 where the Per-Share Consideration is equal to \$90, each of the then-unvested Tranche I Performance Restricted Shares and Tranche II Performance Restricted Shares vests because the Per-Share Consideration was greater than the Tranche I Measurement Standard and Tranche II Measurement Standard, but the Tranche III Performance Restricted Shares will be forfeited and returned to the Company.

(iii) Forfeiture Resignation Example. Participant Voluntarily resigns on February 14, 2013. Assume that the average of the per-share closing price of a Share as reported on the principal exchange on which the Shares are listed for trading for the sixty (60) consecutive trading days ending on February 13, 2013 (the first anniversary of the CEO Effective Date) was \$85. But for Section 3(d), Participant would have already vested in 25% of

the Tranche I Performance Restricted Shares and Tranche II Performance Restricted Shares (*i.e.*, as to 51,116 Restricted Shares) on February 13, 2013 (because the Tranche I Measurement Standard and Tranche II Measurement Standard were satisfied and such Restricted Shares were Eligible Restricted Shares). However, because that vesting date is prior to the Release Date, such Restricted Shares did not vest on that date. On May 25, 2013, Participant is hired as the chief executive officer of a Restricted Company and all of the Restricted Shares, including all of the Tranche I Performance Restricted Shares and Tranche II Performance Restricted Shares, are immediately forfeited in their entirety and returned to the Company due to the Forfeiture Provision. (If, however, a Change in Control occurred on May 24, 2013, the Forfeiture Provision would have expired and 25% of the Tranche I Performance Restricted Shares and Tranche II Performance Restricted Shares would have vested on May 24, 2013.)

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

4. Rights as Stockholder; Dividends and Other Distributions. Participant shall have the right to vote the Restricted Shares and to receive any dividends declared or dividends or distributions paid on such Restricted Shares in accordance with the terms of this Section 4. Payment to the Participant of dividends declared or paid by the Company on Restricted Shares shall be (a) deferred until vesting of such Restricted Shares and (b) held by the Company for the account of the Participant until such time. In the event that dividends are to be deferred, such dividends shall be deposited with the Company and subject to the same restrictions on transferability and forfeitability as the Restricted Shares with respect to which they were paid. Payment of deferred dividends in respect of Restricted Shares, together with interest accrued thereon, if any, shall be made upon the lapsing of restrictions imposed on the Restricted Shares in respect of which the deferred dividends are paid, and any dividends deferred in respect of any Restricted Shares shall be forfeited upon the forfeiture of such Restricted Shares.

5. Effect of a Merger, Consolidation or Liquidation.

Subject to the terms of the Plan and this Agreement, in the event of (a) a 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, the Restricted Shares 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) accelerate the vesting schedule with respect to the Restricted Shares, (ii) arrange to have the surviving or successor entity assume the Restricted Shares or grant replacement Restricted Shares with appropriate adjustments in the number and kind of securities or other property subject to such Restricted Shares or adjustments so that the Restricted Shares or their replacements represent the right to 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 such Restricted Shares, or (iii) cancel the Restricted Shares upon the payment to the Participant in cash of an amount that is equal to the amount, if any, of the aggregate Fair Market Value of the Restricted Shares or portion thereof surrendered at the effective time of the Transaction. The treatment of any Restricted Shares as provided in this Section 5 shall be conclusively presumed to be appropriate for purposes of Sections 10 and 14 of the Plan.

6. Non-Transferability.

The Participant's Restricted Shares may not be sold, assigned, transferred, encumbered, hypothecated or pledged by the Participant, whether by operation of law or otherwise, other than to the Company as a result of forfeiture of the Restricted Shares as provided herein, nor may the Restricted Shares in respect of which restrictions remain be made subject to execution, attachment or similar process, unless and until such Restricted Shares vest in accordance with the provisions hereof.

7. 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.

8. Withholding of Tax; Section 83(b) Election.

8.1 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 Restricted Shares. Any statutorily required withholding obligation with regard to the Participant may be satisfied by reducing the amount of cash or Restricted Shares otherwise delivered to the Participant hereunder.

8.2 Under Section 83 of the Code, the difference between the purchase price, if any, paid for the Restricted Shares and their fair market value on the date the restrictions applicable to such Restricted Shares lapse (if greater) will be reportable as ordinary income at that time. The Participant may elect to be taxed at the time the Restricted Shares are acquired rather than when such Restricted Shares cease to be subject to such restrictions by filing an election under Section 83(b) of the Code with the Internal Revenue Service within thirty (30) days after the Grant Date. If the Participant makes such an election, (i) the Participant will have to make a tax payment to the extent the purchase price is less than the fair market value of the Restricted Shares on the Grant Date, and (ii) no tax payment will have to be made to the extent the purchase price is at least equal to the fair market value of the Restricted Shares on the Grant Date. If the Participant chooses not to make this filing within the thirty (30)-day period, the Participant will recognize ordinary income as the Restricted Shares become vested, based on their fair market value at that time.

9. Legend. All certificates representing the Restricted Shares shall, where applicable, have endorsed thereon the following legends:

“THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO VESTING CONDITIONS AND CERTAIN RESTRICTIONS ON TRANSFER, SALE AND HYPOTHECATION AND CERTAIN REPURCHASE RIGHTS. A COMPLETE STATEMENT OF THE TERMS AND CONDITIONS GOVERNING SUCH RESTRICTIONS IS SET FORTH IN THE CHARTER COMMUNICATIONS, INC. 2009 STOCK INCENTIVE PLAN AND IN A RESTRICTED STOCK AWARD AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER OR HIS OR HER PREDECESSOR IN INTEREST. COPIES OF THE PLAN AND AWARD AGREEMENT ARE ON FILE AT THE COMPANY’S PRINCIPAL OFFICE AND WILL BE FURNISHED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY BY THE HOLDER OF RECORD OF THE SHARES REPRESENTED BY THIS CERTIFICATE.”

10. 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:

10.1 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 10.

10.2 If the Participant is deemed an affiliate within the meaning of Rule 144 of the Securities Act, the Shares issued 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”).

10.3 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.

11. Entire Agreement; Amendment. This Agreement, together with the Plan, contains the entire agreement between the parties hereto with respect to the subject matter contained herein, and, except as otherwise specifically provided herein, supersedes all prior agreements or prior understandings, whether written or oral, between the parties relating to such subject matter. For the avoidance of doubt, the Participant acknowledges and agrees that, notwithstanding anything to the contrary set forth in any employment agreement between the Participant and the Company, the vesting of the Restricted Shares, including, without limitation, upon a termination of the Participant'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 effect an Participant shall only be effective pursuant to a written instrument executed by the parties hereto.

12. 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.

13. 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.

14. 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 Restricted Shares 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.

15. Compliance with Laws.

The issuance of Restricted 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 Restricted Shares pursuant to this Agreement if any such issuance would violate any such requirements. As a condition to the issuance of the Restricted Shares, 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.

16. Binding Agreement; Assignment.

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

17. 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.

18. 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.

19. 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.

20. 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.

21. Acquired Rights.

The Participant acknowledges and agrees that: (a) the Company may terminate or amend the Plan at any time; (b) the Award of Restricted Shares 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 Restricted Shares 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.

22. Company Recoupment.

The Participant's right to the Restricted Shares granted hereunder 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.

EXHIBIT A

STOCK POWER

For value received, I hereby sell, assign and transfer unto Charter Communications, Inc., a Delaware corporation (the "Company"), 306,700 shares of common stock of the Company standing in my name on the books of said Company represented by Certificate(s) Number(s) _____ herewith, and do hereby irrevocably constitute and appoint _____ attorney to transfer the said shares of common stock on the books of said Company with full power of substitute in the premises.

Date: _____

Printed Name: _____

Social Security Number: _____

Signature: _____

Witness Signature: _____

PERFORMANCE-VESTING NONQUALIFIED STOCK OPTION AGREEMENT

THIS AGREEMENT is made as of December 19, 2011 (the "Grant Date") between Charter Communications, Inc., a Delaware corporation (the "Company"), and Thomas Rutledge (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:	\$53.595 ¹
Total Number of Shares under Option:	446,800
Total Exercise Price:	\$23,946,246 ²
Exercise Expiration Date:	Tranche I Performance Options, Tranche II Performance Options, and Tranche III Performance Options: December 19, 2021

¹ "Fair Market Value" on the Grant Date, which will mean the average of the high and low sales prices of the Shares on the Nasdaq on the Grant Date

² 446,800 multiplied by the per-share exercise price

Tranche IV Performance Options
and
Tranche V Performance Options:

Later of (A) December 19, 2015 and (B) if a Transaction Agreement (as defined in Section 3) is executed on or before December 19, 2015, the date on which a Change of Control transaction is consummated or abandoned in accordance with the terms of such Transaction Agreement

Charter Communications, Inc.

/s/ Robert E. Quicksilver
Robert E. Quicksilver, Executive Vice
President and Chief Administrative Officer

I, the undersigned, agree to this grant of an Option to purchase Shares of the Company, acknowledge that this grant is subject to the terms and conditions of the Plan and this Agreement, and have read and understand the terms and conditions set forth in Sections 1 through 21 of this Agreement.

/s/ Thomas Rutledge
Optionee (Thomas Rutledge)

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 (as applicable, the “Exercise Term”): (i) in the case of Tranche I Performance Options, Tranche II Performance Options and Tranche III Performance Options (each as defined below), ten (10) years from the Grant Date, and (ii) in the case of Tranche IV Performance Options and Tranche V Performance Options (each as defined below), until the later of (A) the fifth (5th) business day following the fourth (4th) anniversary of the “CEO Effective Date” (as defined in the employment agreement by and between the Optionee and the Company, dated and effective as of December 19, 2011 (the “Employment Agreement”) and (B) if an agreement in respect of a transaction which, if consummated, would result in a Change in Control (as defined in Section 4(c)) (a “Transaction Agreement”) is executed on or before fourth (4th) anniversary of the CEO Effective Date, the date on which such transaction is consummated or abandoned in accordance with the terms of such Transaction Agreement, but in no event later than the tenth (10th) anniversary of the Grant Date (in each case of (iii) and (iv), as applicable, the “Exercise Expiration Date”); provided, however, that any Performance Tranche may be earlier terminated as provided under the terms of the Plan and this Agreement.

4. Vesting of Option.

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

(i) Tranche I Performance Options: As to 75,000 of the Options (the “Tranche I Performance Options”), 25% (*i.e.*, 18,750 Options) shall be first eligible to vest and become exercisable on each of the first four (4) anniversaries of the CEO Effective Date (such Options which have become so eligible, “Eligible Options,” and Options which have not become

so eligible, “Non-Eligible Options”). Tranche I Performance Options shall vest and become exercisable if and when the “Tranche I Measurement Standard” (as defined below) is satisfied on or following the anniversary of the CEO Effective Date on which such Tranche I Performance Options first become Eligible Options. By way of example, the second group of 18,750 Tranche I Performance Options shall vest and become exercisable if and when the Tranche I Measurement Standard is satisfied on or following the second anniversary of the CEO Effective Date.

(ii) Tranche II Performance Options: As to 75,000 of the Options (the “Tranche II Performance Options”), 25% (*i.e.*, 18,750 Options) shall first become Eligible Options on each of the first four (4) anniversaries of the CEO Effective Date. Tranche II Performance Options shall vest and become exercisable if and when the “Tranche II Measurement Standard” (as defined below) is satisfied on or following the anniversary of the CEO Effective Date on which such Tranche II Performance Options first become Eligible Options. By way of example, the third group of 18,750 Tranche II Performance Options shall vest and become exercisable if and when the Tranche II Measurement Standard is satisfied on or following the third anniversary of the CEO Effective Date.

(iii) Tranche III Performance Options: As to 75,000 of the Options (the “Tranche III Performance Options”), 25% (*i.e.*, 18,750 Options) shall first become Eligible Options on each of the first four (4) anniversaries of the CEO Effective Date. The Tranche III Performance Options shall vest and become exercisable if and when the “Tranche III Measurement Standard” (as defined below) is satisfied on or following the anniversary of the CEO Effective Date on which such Tranche III Performance Options first become Eligible Options. By way of example, the first group of 18,750 Tranche III Performance Options shall vest and become exercisable if and when the Tranche III Measurement Standard is satisfied on or following the first anniversary of the CEO Effective Date.

(iv) Tranche IV Performance Options: As to 110,900 of the Options (the “Tranche IV Performance Options”), 25% (*i.e.*, 27,725 Options) shall first become Eligible Options on each of the first four (4) anniversaries of the CEO Effective Date. The Tranche IV Performance Options shall vest and become exercisable if and when the “Tranche IV Measurement Standard” (as defined below) is satisfied on or following the anniversary of the CEO Effective Date on which such Tranche IV Performance Options first become Eligible Options. By way of example, the first group of 27,725 Tranche IV Performance Options shall vest and become exercisable if and when the Tranche IV Measurement Standard is satisfied on or following the first anniversary of the CEO Effective Date. By way of clarification, because the Exercise Expiration Date in respect of the Tranche IV Performance Options is (assuming a Transaction Agreement is not executed on or before the fourth anniversary of the CEO Effective Date) the fourth anniversary of the CEO Effective Date, the fourth group of 27,725 Tranche IV Performance Options shall vest and become exercisable only if (A) the Tranche IV Measurement Standard is satisfied in respect of the 60-consecutive trading day period ending on the fourth anniversary of the CEO Effective Date, or (ii) vesting occurs in respect of a Change in Control on or prior to the Exercise Expiration Date.

(v) Tranche V Performance Options: As to 110,900 of the Options (the “Tranche V Performance Options”), 25% (*i.e.*, 27,725 Options) shall first become Eligible

Options on each of the first four (4) anniversaries of the CEO Effective Date. The Tranche V Performance Options shall vest and become exercisable if and when the “Tranche V Measurement Standard” (as defined below) is satisfied on or following the anniversary of the CEO Effective Date on which such Tranche V Performance Options first become Eligible Options. By way of example, the second group of 27,725 Tranche V Performance Options shall vest and become exercisable if and when the Tranche V Measurement Standard is satisfied on or following the second anniversary of the CEO Effective Date. By way of clarification, because the Exercise Expiration Date in respect of the Tranche V Performance Options is (assuming a Transaction Agreement is not executed on or before the fourth anniversary of the CEO Effective Date) the fourth anniversary of the CEO Effective Date, the fourth group of 27,725 Tranche V Performance Options shall vest and become exercisable only if (A) the Tranche V Measurement Standard is satisfied in respect of the 60-consecutive trading day period ending on the fourth anniversary of the CEO Effective Date, or (ii) vesting occurs in respect of a Change in Control on or prior to the Exercise Expiration Date.

For purposes of this Agreement:

“Tranche I Measurement Standard,” “Tranche II Measurement Standard,” “Tranche III Measurement Standard,” “Tranche IV Measurement Standard” and “Tranche V Measurement Standard” (each, a “Measurement Standard”) shall mean achievement of an average of the per-share closing price of a Share as reported on the principal exchange on which the Shares are listed for trading for any sixty (60) consecutive trading days commencing on or after the 60th trading day prior to the applicable anniversary of the CEO Effective Date on which the Options become Eligible Options, and ending not later than the applicable Exercise Expiration Date, of (A) \$60 as to the Tranche I Performance Options, (B) \$80 as to the Tranche II Performance Options, (C) \$100 as to the Tranche III Performance Options, (D) \$125 as to the Tranche IV Performance Options, and (E) \$150 as to the Tranche V Performance Options. By way of example, the Tranche I Measurement Standard for the second group of 18,750 Tranche I Performance Options is the achievement of an average closing price of a Share of \$60 or greater for any consecutive 60-trading day period commencing on or following the 60th trading day prior to the second anniversary of the CEO Effective Date, and ending not later than the 10th anniversary of the CEO Effective Date. In the event of a Change in Capitalization (as defined in the Plan) or an Extraordinary Distribution (as defined in Section 9.2), the foregoing Measurement Standards shall be subject to such equitable adjustments as may be determined by the Committee in accordance with the Plan and in a manner no less favorable to the Optionee than those applicable to awards vesting on the basis of the Company’s stock price then held by other Company employees.

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

(b) Certain Terminations. Subject to Section 4(d) but otherwise notwithstanding anything to the contrary set forth in Employment Agreement, the Plan or this Agreement, upon the termination of employment of the Optionee:

(i) following the CEO Effective Date by the Company for Cause (as defined in the Employment Agreement), by the Optionee without Good Reason (as defined in the Employment Agreement) or as a result of the Optionee's death or Disability (as defined in the Employment Agreement), all unvested Options shall be cancelled and forfeited; or

(ii) following the CEO Effective Date by the Company without Cause or by the Optionee for Good Reason, subject to Section 4(d):

(A) unvested Options shall remain outstanding and eligible to vest in accordance with Section 4(a) until the applicable Exercise Expiration Date as to (i) Options that are Eligible Options on the Date of Termination, and (ii) a number of Non-Eligible Options, if any, in the group of Options which first would have become Eligible Options on the anniversary of the CEO Effective Date immediately following the Date of Termination equal to the number of Options in such group multiplied by a fraction, the numerator of which is the number of calendar days following the anniversary of the CEO Effective Date immediately preceding the Date of Termination (or, in the case of Options which would first have become Eligible Options on the first anniversary of the CEO Effective Date, the CEO Effective Date) through the Date of Termination, and the denominator of which is 365 (with those Options described in this clause (ii) becoming Eligible Options);

(B) any Non-Eligible Options that remain after the application of clause (A) shall immediately be canceled and forfeited; of

(iii) prior to the CEO Effective Date for any reason, the entire Option shall be canceled and forfeited as of the Date of Termination.

(c) Change in Control. Notwithstanding anything to the contrary set forth in any employment agreement between the Optionee and the Company, the Plan or this Agreement, in the event of a Change in Control, the Options will, to the extent then unvested, vest and become exercisable to the extent the applicable Measurement Standard is satisfied in connection with such Change in Control based on the highest price per Share paid for the Shares in such Change in Control (or the value attributable to the Shares, in the case of a Change in Control that is not a stock sale) (the "Per-Share Consideration"). Unless otherwise determined by the Committee at the time of such Change in Control, all Options that do not vest in accordance with this Section 4(c) in connection with such Change in Control shall be canceled and forfeited upon such Change in Control. For purposes of this Agreement, "Change in Control" shall mean "Change of Control" as defined under the Employment Agreement.

(d) Forfeiture Resignation. If, following the CEO Effective Date, Optionee Voluntarily (as defined in the Employment Agreement) resigns without Good Reason and assumes the role of chairman, chief executive officer, president or other substantially similar role at Comcast, Time Warner Cable, Cablevision, Cox or any of their respective affiliates (or a company that is, at such time, a top-four (4) multi-system operator peer of the Company, and any affiliate of any such company) (each such company, a "Restricted Company") at any time before the 18-month anniversary of the CEO Effective Date (such resignation, a "Forfeiture Resignation", and such 18-month anniversary, the "Release Date"), Optionee shall forfeit any and all rights to the Option, and the Option shall immediately be canceled (the "Forfeiture Provision"). In order to implement the foregoing, notwithstanding anything to the contrary set forth in this Agreement, the Employment Agreement or the Plan, any Options which otherwise would have vested pursuant to Section 4(a) prior the Release Date shall become vested on the Release Date (and only if there has not been a Forfeiture Termination); provided that if the Optionee's employment is terminated in accordance with Section 4(b)(ii) prior to the Release Date, any Options which would have vested prior to such termination but for this Section 4(d), as well as any Options which vest in accordance with Section 4(b)(ii), will become vested on the Termination Date. The Forfeiture Provision shall expire upon a Change in Control that occurs prior to the Release Date, and any Options which otherwise would have vested pursuant to Section 4(a) through the date of such Change in Control shall become vested on such date.

(e) Examples. By way of example, Optionee is granted the Option on December 19, 2011, and assume that the CEO Effective Date is February 13, 2012.

(i) Termination Example. Optionee is terminated by the Company without Cause or resigns for Good Reason on August 13, 2013 (the Release Date). Assume that the average of the per-share closing price of a Share as reported on the principal exchange on which the Shares are listed for trading for the sixty (60) consecutive trading days ending on February 13, 2013 (the first anniversary of the CEO Effective Date) was \$85. But for Section 4(d), Optionee would have already vested in 25% of the Tranche I Performance Options and Tranche II Performance Options (*i.e.*, as to 37,500 Options) on February 13, 2013 (because the Tranche I Measurement Standard and Tranche II Measurement Standard were satisfied and such Options were Eligible Options), and those Options will vest on the Date of Termination. Additionally, the unvested Options shall remain eligible to vest in accordance with Section 4(a) until the applicable Exercise Expiration Date as to (i) Options that are Eligible Options at the time of termination, which is 25% of each of the Tranche III, IV and V Performance Options (a total of 74,200 Options), and (ii) fifty percent (50%) of each of Tranche I, II, III, IV and V Performance Options which were scheduled to become Eligible Options on February 13, 2014 (*i.e.*, 55,850 Options in the aggregate). The remaining unvested Options, consisting of 62.5% of each of the Tranches I, II, III, IV and V Performance Options, shall be forfeited and cancelled.

(ii) Change in Control Example. In the event a Change in Control is completed on June 30, 2012 where the Per-Share Consideration is equal to \$127.50, each of the then-unvested Tranche I Performance Options, Tranche II Performance Options, Tranche III Performance Options and Tranche IV Performance Options vests and becomes exercisable because the Per-Share Consideration was greater than the Tranche I Measurement Standard, Tranche II Measurement Standard, Tranche III Measurement Standard and Tranche IV Measurement Standard, but the Tranche V Performance Options will be canceled and forfeited.

(iii) Forfeiture Resignation Example. Optionee Voluntarily resigns on February 14, 2013. Assume that the average of the per-share closing price of a Share as reported on the principal exchange on which the Shares are listed for trading for the sixty (60) consecutive trading days ending on February 13, 2013 (the first anniversary of the CEO Effective Date) was \$85. But for Section 4(d), Optionee would have already vested in 25% of the Tranche I Performance Options and Tranche II Performance Options (*i.e.*, as to 37,500 Options) on February 13, 2013 (because the Tranche I Measurement Standard and Tranche II Measurement Standard were satisfied and such Options were Eligible Options). However, because that vesting date is prior to the Release Date, such Options did not vest on that date. On May 25, 2013, Optionee is hired as the chief executive officer of a Restricted Company and all of the Options are immediately cancelled due to the Forfeiture Provision. (If, however, a Change in Control occurred on May 24, 2013, the Forfeiture Provision would have expired and 25% of the Tranche I Performance Options and Tranche II Performance Options would become fully exercisable on May 24, 2013.)

(f) 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. Manner of Exercise and Payment.

5.1 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.

5.2 The notice of exercise described in Section 5.1 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 11 of this Agreement, and in the manner as may be permitted by the Committee its discretion pursuant to Section 11 of this Agreement.

5.3 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 effect the transfer to the Optionee of the number of Shares as to which such exercise was effective.

5.4 Except as otherwise provided in Section 9, the Optionee shall not be deemed to be the holder of, or to have any of the rights of a holder with respect to any Shares subject to the Option until (i) the Option shall have been exercised pursuant to the terms of this

Agreement and the Optionee shall have paid the full purchase price for the number of Shares in respect of which the Option was exercised, (ii) the Company shall have issued and delivered the Shares to the Optionee, and (iii) the Optionee's name shall have been entered as a stockholder of record on the books of the Company, whereupon the Optionee shall have full voting and other ownership rights with respect to such Shares.

6. Exercisability upon Termination of Employment.

If, following the CEO Effective Date, the employment of the Optionee is terminated for any reason other than for Cause (including, without limitation, the Optionee's ceasing to be employed by a Subsidiary or Division as a result of the sale of such Subsidiary or Division or an interest in such Subsidiary or Division or a termination of employment by the Optionee with or without Good Reason), the vested portion of the Option shall (subject to Section 4(d)) continue to be exercisable in whole or in part at any time, but in no event after the Exercise Expiration Date, for six (6) months after the Date of Termination, and the portion of the Option, if any, that vests after the Date of Termination pursuant to the terms and conditions of Section 4(a) and 4(b) shall (subject to Section 4(d)) be exercisable in whole or in part at any time after such vesting but in no event after the Exercise Expiration Date, for six (6) months after the applicable vesting date. If the employment of the Optionee is terminated for Cause, the entire Option (whether or not vested) shall terminate effective immediately prior to the Optionee's termination of employment.

7. Nontransferability.

The Option shall not be transferable other than by will or by the laws of descent and distribution. During the lifetime of the Optionee, the Option shall be exercisable only by the Optionee.

8. 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.

9. Adjustments.

9.1 Change in Capitalization. In the event of a Change in Capitalization, 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.

9.2 Dividends and Other Distributions. If the Company (i) makes extraordinary distributions (by dividend or otherwise), (ii) grants rights to purchase securities to existing shareholders as a group, or (iii) issues securities to existing shareholders as a group (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 (in each case of clauses (i), (ii) and (iii), an “Extraordinary Distribution”), then to reflect such Extraordinary Distribution, this Option shall be adjusted to retain the pre-Extraordinary Distribution aggregate “spread” by decreasing the Exercise Price in a manner which would not result in the imposition of penalty taxes on Optionee under Section 409A of the Code; provided that with respect to any vested portion of this Option, the Committee, in its sole discretion, may provide that, in lieu of such adjustment, the Optionee shall be entitled to receive the amount of, and the benefits and rights associated with, such Extraordinary Distribution in the same form and on the same terms as the Extraordinary Distribution paid or provided to the Company’s shareholders based upon the number of Shares underlying such vested portion of the Option. Any adjustment described in this Section 9.2 shall be implemented in accordance with, and to the extent permitted by, Treasury Regulation § 1.409A-1(b)(5)(v)(D). No adjustment to this Option shall be made in connection with any distribution (by dividend or otherwise) other than an Extraordinary Distribution.

10. Effect of a Merger, Consolidation or Liquidation.

Subject to the terms of the Plan and this Agreement, in the event of (a) a 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, the Options 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 Options are exercisable (provided they remain exercisable for at least thirty (30) calendar days after the date on which notice of such shortening is given to the Optionee); (ii) accelerate the vesting schedule with respect to the Options, (iii) arrange to have the surviving or successor entity assume the Options or grant replacement Options with appropriate adjustments in the exercise prices, and adjustments in the number and kind of securities or other property issuable upon exercise or adjustments so that the Options or their replacements represent 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 Options had such exercise occurred in full prior to the Transaction, or (iv) cancel the Options upon the payment to the Optionee in cash of an amount that is equal to the amount, if any, by which Fair Market Value of the Shares subject to the Option or portion thereof exceed 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 10 shall be conclusively presumed to be appropriate for purposes of Section 10 of the Plan.

11. 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 Optionee shall not be entitled to exercise his Options for which cash has not been provided by the Optionee with respect to the applicable Withholding Taxes.

12. 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.

13. 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 effect an Optionee shall only be effective pursuant to a written instrument executed by the parties hereto.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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. 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.

21. 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.

TIME-VESTING RESTRICTED STOCK AGREEMENT

THIS AGREEMENT is made as of December 19, 2011 (the "Grant Date"), between Charter Communications, Inc., a Delaware corporation (the "Company"), and Thomas Rutledge (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 Agreement (the "Agreement").

The undersigned Participant has been granted the number of shares of Restricted Stock ("Restricted Shares") 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 Shares Granted: 305,000

Charter Communications, Inc.

/s/ Robert E. Quicksilver
Robert E. Quicksilver, Executive Vice
President and Chief Administrative Officer

I, the undersigned, agree to this grant of Restricted Shares, 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 22 of this Agreement.

/s/ Thomas Rutledge
Participant (Thomas Rutledge)

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. Any capitalized term not defined in this Agreement shall, unless set forth otherwise herein, have the same meaning as is ascribed thereto in the Plan. 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, unless set forth otherwise herein, control.

2. Grant of Restricted Shares.

The Company hereby grants to the Participant, as of the Grant Date specified above, the number of Restricted Shares specified above, which Restricted Shares shall be issued in the Participant's name as of the Grant Date provided that the Participant has executed the appropriate blank stock power attached hereto as Exhibit A, an escrow agreement and any other documents required by the Committee as a condition to the issuance of such Restricted Shares. If the Participant does not execute such documents by the Grant Date, this Award of Restricted Shares shall be null and void. The Restricted Shares issued hereunder shall be deposited together with the stock powers with the Company as escrow agent. Upon delivery of the Restricted Shares to the Company as escrow agent, the Participant shall have all of the rights of a stockholder with respect to the Restricted Shares, including the right to vote the Restricted Shares and to receive all dividends or other distributions paid or made with respect to the Restricted Shares according to the terms and conditions of Section 4. Upon vesting of any of the Restricted Shares, the Committee shall cause a stock certificate to be promptly delivered to the Participant with respect to such vested Restricted Shares, free of the restrictions set forth in Section 3. Notwithstanding the foregoing, the Committee may impose such additional restrictions as it may deem advisable, including, but not limited to, restrictions related to applicable federal securities laws, the requirements of any national securities exchange or system upon which Shares are then listed or traded, or any blue sky or state securities laws. If any of the Restricted Shares are forfeited in accordance with the terms of this Agreement, such Restricted Shares shall be deemed no longer outstanding and Participant shall forfeit any and all rights thereto. 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 Restricted Shares, except as otherwise specifically provided for in the Plan or this Agreement.

3. Vesting of Restricted Shares.

(a) Normal Vesting. Unless otherwise provided in this Agreement or the Plan, the Restricted Shares granted hereunder shall, subject to the Participant's continued employment with the Company or its Subsidiaries on each such vesting date (except as provided

otherwise in Sections 3(b) and 3(c)), vest as to one-fourth of the total number of Restricted Shares (*i.e.*, 76,250 Restricted Shares, and each such group of Restricted Shares, a “Tranche”) on each of the first four (4) anniversaries of the “CEO Effective Date” as defined in the employment agreement by and between the Participant and the Company, dated and effective as of December 19, 2011(the “Employment Agreement”) (each such anniversary, an “Annual Vesting Date”).

(b) Certain Terminations. Subject to Section 3(c) but otherwise notwithstanding anything to the contrary set forth in the Employment Agreement, the Plan or this Agreement, upon the termination of employment of the Participant:

(i) following the CEO Effective Date by the Company for Cause (as defined in the Employment Agreement), by the Participant without Good Reason (as defined in the Employment Agreement) or as a result of the Participant’s death or Disability (as defined in the Employment Agreement), any unvested Restricted Shares shall be forfeited and returned to the Company; or

(ii) following the CEO Effective Date by the Company without Cause or by the Participant for Good Reason, subject to Section 3(c):

(A) the unvested Tranche, if any, held by Participant that would, absent Participant’s termination of employment, vest on the Annual Vesting Date immediately following the Date of Termination (as defined in the Employment Agreement) shall vest upon the Date of Termination in a prorated amount as to a number of Restricted Shares equal to 76,250 multiplied by a fraction, the numerator of which is the number of calendar days following the Annual Vesting Date immediately preceding the Date of Termination (or, in the case of the Tranche that would vest on the first Annual Vesting Date, the Grant Date) through the Date of Termination, and the denominator of which is 365; provided that if Participant’s employment is terminated by the Company without Cause or by Participant for Good Reason in either case (x) upon or within thirty (30) calendar days before or twelve (12) months after a Change in Control, or (y) 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, all unvested Restricted Shares shall vest in full upon the Date of Termination; and

(B) any Restricted Shares that remain unvested after the application of clause (A) shall be forfeited and returned to the Company as of the Date of Termination; or

(iii) prior to the CEO Effective Date for any reason, all of the Restricted Shares shall be forfeited and returned to the Company as of the Date of Termination.

For purposes of this Agreement, “Change in Control” shall mean “Change of Control” as defined under the Employment Agreement.

(c) Forfeiture Resignation. If, following the CEO Effective Date, Participant Voluntarily (as defined in the Employment Agreement) resigns without Good Reason and assumes the role of chairman, chief executive officer, president or other substantially similar role at Comcast, Time Warner Cable, Cablevision, Cox or any of their respective affiliates (or a company that is, at such time, a top-four (4) multi-system operator peer of the Company, and any affiliate of any such company) (each such company, a “Restricted Company”) at any time before the 18-month anniversary of the CEO Effective Date (such resignation, a “Forfeiture Resignation”, and such 18-month anniversary, the “Release Date”), Participant shall forfeit any and all rights to all Restricted Shares, and all of the Restricted Shares shall immediately be returned to the Company (the “Forfeiture Provision”). In order to implement the foregoing, notwithstanding anything to the contrary set forth in this Agreement, the Employment Agreement or the Plan, any Restricted Shares which otherwise would have vested pursuant to Section 3(a) prior the Release Date shall become vested on the Release Date (and only if there has not been a Forfeiture Termination); provided that if the Participant’s employment is terminated in accordance with Section 3(b)(ii) prior to the Release Date, any Restricted Shares which would have vested prior to such termination but for this Section 3(c), as well as any Restricted Shares which vest in accordance with Section 3(b)(ii), will become vested on the Termination Date. The Forfeiture Provision shall expire upon a Change in Control that occurs prior to the Release Date, and any Restricted Shares which otherwise would have vested pursuant to Section 3(a) through the date of such Change in Control shall become vested on such date.

(d) Examples. By way of example, the Participant is granted the Restricted Shares on December 19, 2011, and assume that the CEO Effective Date is February 13, 2012.

(i) Termination Example. If Participant is terminated by the Company without Cause or resigns for Good Reason on August 13, 2013 (the Release Date), Participant will vest on the Date of Termination (*i.e.*, August 13, 2013) in (A) the first Tranche (*i.e.*, as to 76,250 Restricted Shares) which would have vested on February 13, 2013 but for Section 3(c), and (B) 50% of the 76,250 Restricted Shares subject to the second Tranche that were scheduled to vest on February 13, 2014 (*i.e.*, 38,125 Restricted Shares) because Participant was employed for 50% of the vesting year February 14, 2013 – February 13, 2014. The remaining unvested 50% of the 76,250 Restricted Shares subject to the second Tranche (*i.e.*, 38,125 Restricted Shares) and all Restricted Shares subject to the third and fourth Tranches shall be forfeited and returned to the Company.

(ii) Change in Control Example. A Change in Control occurs on June 30, 2012. If Participant is terminated by the Company without Cause or resigns for Good Reason on September 1, 2012, all Restricted Shares shall vest on the Date of Termination.

(iii) Forfeiture Resignation Example. Participant Voluntarily resigns on February 14, 2013. The first Tranche (*i.e.*, as to 76,250 Restricted Shares) would have vested on February 13, 2013 but for Section 3(c), but did not vest because February 13, 2013 is prior to the Release Date (*i.e.*, August 13, 2013). On May 25, 2013, Participant is hired as the chief

executive officer of a Restricted Company. All of the Restricted Shares, including the first Tranche, are immediately forfeited in their entirety and returned to the Company due to the Forfeiture Provision. (If, however, a Change in Control occurred on May 24, 2013, the Forfeiture Provision would have expired and the first Tranche would have vested on May 24, 2013.)

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

4. Rights as Stockholder; Dividends and Other Distributions. Participant shall have the right to vote the Restricted Shares and to receive any dividends declared or dividends or distributions paid on such Restricted Shares in accordance with the terms of this Section 4. Payment to the Participant of dividends declared or paid by the Company on Restricted Shares shall be (a) deferred until vesting of such Restricted Shares and (b) held by the Company for the account of the Participant until such time. In the event that dividends are to be deferred, such dividends shall be deposited with the Company and subject to the same restrictions on transferability and forfeitability as the Restricted Shares with respect to which they were paid. Payment of deferred dividends in respect of Restricted Shares, together with interest accrued thereon, if any, shall be made upon the lapsing of restrictions imposed on the Restricted Shares in respect of which the deferred dividends are paid, and any dividends deferred in respect of any Restricted Shares shall be forfeited upon the forfeiture of such Restricted Shares.

5. Effect of a Merger, Consolidation or Liquidation.

Subject to the terms of the Plan and this Agreement, in the event of (a) a 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, the Restricted Shares 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) accelerate the vesting schedule with respect to the Restricted Shares, (ii) arrange to have the surviving or successor entity assume the Restricted Shares or grant replacement Restricted Shares with appropriate adjustments in the number and kind of securities or other property subject to such Restricted Shares or adjustments so that the Restricted Shares or their replacements represent the right to 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 such Restricted Shares, or (iii) cancel the Restricted Shares upon the payment to the Participant in cash of an amount that is equal to the amount, if any, of the aggregate Fair Market Value of the Restricted Shares or portion thereof surrendered at the effective time of the Transaction. The treatment of any Restricted Shares as provided in this Section 5 shall be conclusively presumed to be appropriate for purposes of Section 14 of the Plan.

6. Non-Transferability.

The Participant's Restricted Shares may not be sold, assigned, transferred, encumbered, hypothecated or pledged by the Participant, whether by operation of law or otherwise, other than to the Company as a result of forfeiture of the Restricted Shares as

provided herein, nor may the Restricted Shares in respect of which restrictions remain be made subject to execution, attachment or similar process, unless and until such Restricted Shares vest in accordance with the provisions hereof.

7. 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.

8. Withholding of Tax; Section 83(b) Election.

8.1 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 Restricted Shares. Any statutorily required withholding obligation with regard to the Participant may be satisfied by reducing the amount of cash or Restricted Shares otherwise delivered to the Participant hereunder.

8.2 Under Section 83 of the Code, the difference between the purchase price, if any, paid for the Restricted Shares and their fair market value on the date the restrictions applicable to such Restricted Shares lapse (if greater) will be reportable as ordinary income at that time. The Participant may elect to be taxed at the time the Restricted Shares are acquired rather than when such Restricted Shares cease to be subject to such restrictions by filing an election under Section 83(b) of the Code with the Internal Revenue Service within thirty (30) days after the Grant Date. If the Participant makes such an election, (i) the Participant will have to make a tax payment to the extent the purchase price is less than the fair market value of the Restricted Shares on the Grant Date, and (ii) no tax payment will have to be made to the extent the purchase price is at least equal to the fair market value of the Restricted Shares on the Grant Date. If the Participant chooses not to make this filing within the thirty (30)-day period, the Participant will recognize ordinary income as the Restricted Shares become vested, based on their fair market value at that time.

9. Legend. All certificates representing the Restricted Shares shall, where applicable, have endorsed thereon the following legends:

“THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO VESTING CONDITIONS AND CERTAIN RESTRICTIONS ON TRANSFER, SALE AND HYPOTHECATION AND CERTAIN REPURCHASE RIGHTS. A COMPLETE STATEMENT OF THE TERMS AND CONDITIONS GOVERNING SUCH RESTRICTIONS IS SET FORTH IN THE CHARTER COMMUNICATIONS, INC. 2009 STOCK INCENTIVE PLAN AND IN A RESTRICTED STOCK AWARD AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER OR HIS OR HER PREDECESSOR IN INTEREST. COPIES OF THE PLAN AND AWARD AGREEMENT ARE ON FILE AT THE COMPANY'S PRINCIPAL OFFICE AND WILL BE FURNISHED UPON WRITTEN

10. 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:

10.1 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 10.

10.2 If the Participant is deemed an affiliate within the meaning of Rule 144 of the Securities Act, the Shares issued 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”).

10.3 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.

11. Entire Agreement; Amendment. This Agreement, together with the Plan, contains the entire agreement between the parties hereto with respect to the subject matter contained herein, and, except as otherwise specifically provided herein, supersedes all prior agreements or prior understandings, whether written or oral, between the parties relating to such subject matter. For the avoidance of doubt, the Participant acknowledges and agrees that, notwithstanding anything to the contrary set forth in any employment agreement between the Participant and the Company, the vesting of the Restricted Shares, including, without limitation, upon a termination of the Participant’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 effect an Participant shall only be effective pursuant to a written instrument executed by the parties hereto.

12. 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.

13. 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.

14. 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 Restricted Shares 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.

15. Compliance with Laws.

The issuance of Restricted 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 Restricted Shares pursuant to this Agreement if any such issuance would violate any such requirements. As a condition to the issuance of the Restricted Shares, 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.

16. Binding Agreement; Assignment.

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

17. 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.

18. 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.

19. 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.

20. 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.

21. Acquired Rights.

The Participant acknowledges and agrees that: (a) the Company may terminate or amend the Plan at any time; (b) the Award of Restricted Shares 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 Restricted Shares 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.

22. Company Recoupment.

The Participant's right to the Restricted Shares granted hereunder 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.

EXHIBIT A

STOCK POWER

For value received, I hereby sell, assign and transfer unto Charter Communications, Inc., a Delaware corporation (the "Company"), 305,000 shares of common stock of the Company standing in my name on the books of said Company represented by Certificate(s) Number(s) _____ herewith, and do hereby irrevocably constitute and appoint _____ attorney to transfer the said shares of common stock on the books of said Company with full power of substitute in the premises.

Date: _____

Printed Name: _____

Social Security Number: _____

Signature: _____

Witness Signature: _____



NEWS

FOR RELEASE: December 19, 2011

Charter Communications Names Thomas M. Rutledge as President and CEO

Will succeed Michael J. Lovett following a transition period

St. Louis, Missouri – Charter Communications, Inc. (NASDAQ: CHTR) (“Charter” or the “Company”) today announced that its Board of Directors has concluded its previously announced CEO search process and appointed Thomas M. Rutledge as President and Chief Executive Officer. Mr. Rutledge joins Charter immediately and will become the President and Chief Executive Officer effective February 13, 2012. Mr. Rutledge will also become a member of the Charter Board of Directors at that time.

Mr. Rutledge, 58, joins Charter from Cablevision Systems Corporation, where he served as Chief Operating Officer from April 2004 until December 2011. A 34-year cable industry veteran, Mr. Rutledge previously served as president of Time Warner Cable. He began his career in 1977 at American Television and Communications (ATC), a predecessor company of Time Warner Cable. Mr. Rutledge currently serves on the board of the National Cable and Telecommunications Association (NCTA), and served as Chairman of the NCTA from 2008-2010.

Mr. Rutledge will succeed Michael J. Lovett, who announced in October his plan to step down as President and Chief Executive Officer of Charter on the earlier of April 30, 2012 or when a successor was appointed. Mr. Lovett will remain in his current capacity until February 12, 2012 to assist Mr. Rutledge in the transition to the new role.

Eric L. Zinterhofer, Chairman of the Board of Charter, said, “After conducting a comprehensive search process, the Board is delighted to welcome Tom to the Charter team. Tom is a highly accomplished executive with a long track record of success. He has the rare combination of operational expertise and strategic vision to lead Charter through its promising next phase of growth. We look forward to working with him. On behalf of the Board of Directors, I would also like to thank Mike for his many contributions to Charter over the past eight years and for helping to establish a sound strategic and financial footing for the Company during that time. We wish him the best for the future.”

Tom Rutledge stated, “Charter is an outstanding company with great people, products, assets and growth opportunities. I am honored to have been chosen for this role and look forward to working with the Charter team to provide superior products and services to our customers, create an exciting work environment for our employees and build continued value for our shareholders. I have great respect for what Mike has achieved with the Company and appreciate his commitment to ensuring a smooth transition.”

“The Charter team has accomplished a tremendous amount over the past few years, and I couldn’t be more proud of them,” said Mike Lovett. “I share the Board’s enthusiasm for Tom, who is an exceptional leader. I am confident that I will be leaving Charter in excellent hands, poised for great success in the future.”

In addition to his other roles previously mentioned, Mr. Rutledge currently serves on the boards of CableLabs, C-SPAN and the CTAM Educational Foundation. In 2011, he received NCTA's Vanguard Award for Distinguished Leadership, the cable industry's highest honor. He is a member of the Cable Hall of Fame and was inducted into the Broadcasting and Cable Hall of Fame in 2011. He received a B.A. in economics from California University in California, PA in 1977.

About Charter

Charter is a leading broadband communications company and the fourth-largest cable operator in the United States. Charter provides a full range of advanced broadband services, including advanced Charter TV® video entertainment programming, Charter Internet® access, and Charter Phone®. Charter Business® similarly provides scalable, tailored, and cost-effective broadband communications solutions to business organizations, such as business-to-business Internet access, data networking, business telephone, video and music entertainment services, and wireless backhaul. Charter's advertising sales and production services are sold under the Charter Media® brand. More information about Charter can be found at charter.com.

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CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This release includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), regarding, among other things, our plans, strategies and prospects, both business and financial. Although we believe that our plans, intentions and expectations reflected in or suggested by these forward-looking statements are reasonable, we cannot assure you that we will achieve or realize these plans, intentions or expectations. Forward-looking statements are inherently subject to risks, uncertainties and assumptions including, without limitation, the factors described under "Risk Factors" from time to time in our filings with the Securities and Exchange Commission ("SEC"). Many of the forward-looking statements contained in this release may be identified by the use of forward-looking words such as "believe," "expect," "anticipate," "should," "planned," "will," "may," "intend," "estimated," "aim," "on track," "target," "opportunity," "tentative," "positioning" and "potential," among others. Important factors that could cause actual results to differ materially from the forward-looking statements we make in this release are set forth in other reports or documents that we file from time to time with the SEC, and include, but are not limited to:

- our ability to sustain and grow revenues and free cash flow by offering video, Internet, telephone, advertising and other services to residential and commercial customers, to adequately meet the customer experience demands in our markets and to maintain and grow our customer base, particularly in the face of increasingly aggressive competition, the need for innovation and the related capital expenditures and the difficult economic conditions in the United States;
- the impact of competition from other market participants, including but not limited to incumbent telephone companies, direct broadcast satellite operators, wireless broadband and telephone providers, and digital subscriber line ("DSL") providers and competition from video provided over the Internet;
- general business conditions, economic uncertainty or downturn, high unemployment levels and the level of activity in the housing sector;
- our ability to obtain programming at reasonable prices or to raise prices to offset, in whole or in part, the effects of higher programming costs (including retransmission consents);
- the effects of governmental regulation on our business;
- the availability and access, in general, of funds to meet our debt obligations, prior to or when they become due, and to fund our operations and necessary capital expenditures, either through (i) cash on hand, (ii) free cash flow, or (iii) access to the capital or credit markets; and
- our ability to comply with all covenants in our indentures and credit facilities, any violation of which, if not cured in a timely manner, could trigger a default of our other obligations under cross-default provisions.

All forward-looking statements attributable to us or any person acting on our behalf are expressly qualified in their entirety by this cautionary statement. We are under no duty or obligation to update any of the forward-looking statements after the date of this release.
