

TIME WARNER CABLE INC.

Form DEF 14A

April 12, 2010

**Table of Contents**

**SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**SCHEDULE 14A  
(Rule 14a-101)**

**PROXY STATEMENT PURSUANT TO SECTION 14(a) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

Filed by the Registrant

Filed by a Party other than the Registrant

Check the appropriate box:

- Preliminary Proxy Statement
- Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))
- Definitive Proxy Statement
- Definitive Additional Materials
- Soliciting Material Pursuant to § 240.14a-12

**TIME WARNER CABLE INC.**  
(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

- No fee required.
- Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.
  - (1) Title of each class of securities to which transaction applies:
  - (2) Aggregate number of securities to which transaction applies:
  - (3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (Set forth the amount on which the filing fee is calculated and state how it was determined):
  - (4) Proposed maximum aggregate value of transaction:
  - (5) Total fee paid:
- Fee paid previously with preliminary materials.

- o Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

(1) Amount Previously Paid:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

(4) Date Filed:

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**Table of Contents**

April 12, 2010

Dear Stockholder:

We cordially invite you to attend Time Warner Cable Inc.'s annual meeting of stockholders. The meeting will be held on Monday, May 24, 2010, at 2:00 p.m. at the Portland Harbor Hotel, 468 Fore Street, Portland, Maine 04101. A map with directions to the meeting is provided on the back cover of the Proxy Statement.

As a stockholder, you will be asked to vote on a number of important matters, which are listed in the Notice of Annual Meeting of Stockholders. The Board of Directors recommends a vote **FOR** the proposals listed as items 1 and 2 in the Notice.

We are again this year taking advantage of Securities and Exchange Commission rules that allow companies to furnish proxy materials to their stockholders on the Internet. We believe that these rules allow us to provide our stockholders with the information they need, while lowering the costs of delivery and reducing the environmental impact of producing and distributing materials for our annual meeting. Under these rules, you can vote in one of several ways. Instructions are provided in our communications to you. If you received a Notice of Internet Availability of Proxy Materials in the mail, you can vote over the Internet, or, if you request printed copies of the proxy materials by mail, you also can vote by mail or by telephone.

If you are planning to attend the annual meeting in person, because of security procedures, **you will need to register in advance to gain admission to the meeting.** You can register by calling 1-866-892-8925 by May 22, 2010. In addition to registering in advance, you will be required to present government-issued identification (*e.g.*, driver's license or passport) to enter the meeting. The meeting also will be audiocast live on the Internet at [www.timewarnercable.com/investors](http://www.timewarnercable.com/investors).

I look forward to greeting those of you who are able to attend the annual meeting.

Sincerely,

Glenn A. Britt  
*Chairman, President and  
Chief Executive Officer*

**PLEASE PROMPTLY SUBMIT YOUR PROXY**

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**Table of Contents**

Time Warner Cable Inc.  
60 Columbus Circle  
New York, NY 10023

**NOTICE OF ANNUAL MEETING OF STOCKHOLDERS**

The Annual Meeting (the Annual Meeting ) of Stockholders of Time Warner Cable Inc. (the Company ) will be held on Monday, May 24, 2010 at 2:00 p.m. (local time). The meeting will take place at:

Portland Harbor Hotel  
468 Fore Street  
Portland, Maine 04101

The purposes of the meeting are:

1. To elect twelve directors for a term of one year, and until their successors are duly elected and qualified;
2. To ratify the appointment of the firm of Ernst & Young LLP as independent auditor of the Company for 2010; and
3. To transact such other business as may properly come before the Annual Meeting.

The close of business on March 29, 2010 is the record date for determining stockholders entitled to vote at the Annual Meeting. Only holders of the Company's common stock, par value \$0.01 per share (the Common Stock ), as of the record date are entitled to vote on the matters listed in this Notice of Annual Meeting.

**Your vote is important. Whether or not you plan to attend the Annual Meeting in person, it is important that your shares be represented. Please follow the instructions in the Notice you received by mail or e-mail and vote as soon as possible.** Any stockholder of record who is present at the meeting may vote in person instead of by proxy, thereby canceling any previous proxy. You may not appoint more than three persons to act as your proxy at the meeting.

**Please note that, if you plan to attend the Annual Meeting in person, you will need to register in advance to be admitted.** You may register in advance by telephone at 1-866-892-8925. The Annual Meeting will start promptly at 2:00 p.m. To avoid disruption, admission may be limited once the meeting begins.

Time Warner Cable Inc.

Marc Lawrence-Apfelbaum  
*Executive Vice President, General  
Counsel and Secretary*

April 12, 2010

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## TABLE OF CONTENTS

	<b>Page</b>
<u>NOTICE OF ANNUAL MEETING OF STOCKHOLDERS</u>	i
<u>PROXY STATEMENT</u>	1
<u>Annual Report</u>	1
<u>Recommendations of the Board of Directors</u>	2
<u>CORPORATE GOVERNANCE</u>	2
<u>The Company's Separation from Time Warner Inc.</u>	2
<u>General</u>	2
<u>Board Size</u>	3
<u>Criteria for Membership on the Board</u>	3
<u>Director Nomination Process</u>	6
<u>Board Responsibilities</u>	7
<u>Board Meetings and Executive Sessions</u>	7
<u>Board Leadership</u>	7
<u>Board Risk Oversight</u>	8
<u>Committees of the Board</u>	9
<u>Board Self-Evaluation</u>	9
<u>Director Orientation and Education</u>	9
<u>Non-Employee Director Compensation and Stock Ownership</u>	10
<u>Codes of Conduct</u>	10
<u>Communication with the Directors</u>	10
<u>DIRECTORS</u>	11
<u>Term</u>	11
<u>Director Independence and Qualifications</u>	11
<u>Nominees for Election at the Annual Meeting</u>	12
<u>Attendance</u>	17
<u>Committee Membership</u>	17
<u>SECURITY OWNERSHIP</u>	18
<u>Security Ownership by the Board of Directors and Executive Officers</u>	18
<u>Security Ownership of Certain Beneficial Owners</u>	19
<u>AUDIT-RELATED MATTERS</u>	20
<u>Report of the Audit Committee</u>	20
<u>Policy Regarding Pre-Approval of Services Provided by the Independent Auditor</u>	21
<u>Services Provided by the Independent Auditor</u>	22
<u>COMPENSATION</u>	23
<u>Executive Compensation</u>	23
<u>Compensation Discussion and Analysis</u>	23
<u>Compensation Committee Report</u>	36
<u>Summary Compensation Table</u>	37
<u>Grants of Plan-Based Awards</u>	38
<u>Outstanding Equity Awards</u>	41
<u>Option Exercises and Stock Vested</u>	44
<u>Pension Plans</u>	45
<u>Nonqualified Deferred Compensation</u>	49

<u>Employment Agreements</u>	50
<u>Potential Payments Upon Termination or Change in Control</u>	53
<u>Director Compensation</u>	64
<u>Additional Information</u>	66
<u>Compensation Committee Interlocks and Insider Participation</u>	66
<u>CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS</u>	66
<u>Policy and Procedures Governing Related Person Transactions</u>	66
<u>Relationship between the Company and Time Warner</u>	68
<u>COMPANY PROPOSALS</u>	72
<u>PROPOSAL ONE: Election of Directors</u>	72
<u>PROPOSAL TWO: Ratification of Appointment of Independent Auditor</u>	72
<u>VOTING AT THE ANNUAL MEETING</u>	73
<u>Voting at the Annual Meeting; Record Date</u>	73
<u>Required Vote</u>	73
<u>Proxies and Voting Procedures</u>	73
<u>Stockholders Sharing the Same Address; Householding</u>	74
<u>SECTION 16(a) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE</u>	74
<u>OTHER PROCEDURAL MATTERS</u>	75
<u>Expenses of Solicitation</u>	75
<u>Procedures for Submitting Stockholder Proposals</u>	75
<u>Procedures for Submitting Director Recommendations and Nominations</u>	76
<u>Communicating with the Board of Directors</u>	77
<u>General</u>	77

---

**Table of Contents**

**TIME WARNER CABLE INC.**

60 Columbus Circle  
New York, NY 10023

**PROXY STATEMENT**

This Proxy Statement is being furnished in connection with the solicitation of proxies by the Board of Directors of Time Warner Cable Inc., a Delaware corporation ( TWC or the Company ), for use at the Annual Meeting of the Company s stockholders (the Annual Meeting ) to be held on Monday, May 24, 2010, at the Portland Harbor Hotel, 468 Fore Street, Portland, Maine 04101 commencing at 2:00 p.m., local time, and at any adjournment or postponement, for the purpose of considering and acting upon the matters set forth in the accompanying Notice of Annual Meeting of Stockholders. Stockholders attending the Annual Meeting in person should refer to the driving directions provided on the back cover of the Proxy Statement.

The Company is again taking advantage of Securities and Exchange Commission ( SEC ) rules that allow companies to furnish proxy materials to stockholders via the Internet. Accordingly, the Company is sending a Notice of Internet Availability of Proxy Materials (the Notice ) to its stockholders of record and beneficial owners, unless they have directed the Company to provide the materials in a different manner. The Notice provides instructions on how to access and review all of the important information contained in the Company s Proxy Statement and Annual Report to Stockholders, as well as how to submit a proxy over the Internet. If a stockholder receives the Notice and would still like to receive a printed copy of the Company s proxy materials, instructions for requesting these materials are included in the Notice. The Company plans to mail the Notice to stockholders by April 13, 2010. The Company will continue to mail a printed copy of this Proxy Statement and form of proxy to certain stockholders, and it expects that mailing to begin on or about April 13, 2010.

At the close of business on March 29, 2010, the record date for determining the stockholders entitled to notice of, and to vote at, the Annual Meeting, there were outstanding and entitled to vote 353,859,706 shares of the Company s common stock, par value \$0.01 per share ( Common Stock ). For information about stockholders eligibility to vote at the Annual Meeting, shares outstanding on the record date and the ways to submit and revoke a proxy, please see Voting at the Annual Meeting, below. Each issued and outstanding share of Common Stock has one vote on any matter submitted to a vote of stockholders.

**A New Voting Requirement**

If you hold your TWC shares through a broker, bank or other financial institution, the SEC has approved a New York Stock Exchange rule that changes the manner in which your vote in the election of directors will be handled at our 2010 Annual Meeting. In the past, if you did not transmit your voting instructions before the stockholder meeting, your broker was allowed to vote on your behalf on the election of directors and other matters considered to be routine. Your broker is no longer permitted to vote on your behalf on the election of directors unless you provide specific instructions **by completing and returning the Voting Form or following the instructions provided to you to vote your shares via telephone or the Internet. For your vote to be counted, you now will need to communicate your voting decisions to your broker, bank or other financial institution before the date of the Annual Meeting.**

If you have any questions about this new rule or the proxy voting process in general, please contact the broker, bank or other financial institution where you hold your shares. The SEC also has a website ([www.sec.gov/spotlight/proxymatters.shtml](http://www.sec.gov/spotlight/proxymatters.shtml)) with more information about your rights as a shareowner.

**Annual Report**



A copy of the Company's Annual Report to Stockholders for the year 2009 is available on the Company's website at [www.timewarnercable.com/annualmeetingmaterials](http://www.timewarnercable.com/annualmeetingmaterials).

**Table of Contents**

**Recommendations of the Board of Directors**

The Board of Directors recommends a vote **FOR** the election of each of the twelve nominees for election as directors and **FOR** ratification of the appointment of Ernst & Young LLP as the Company's independent auditor for 2010.

**Important Notice Regarding the Availability of Proxy Materials for the Annual Meeting of Stockholders to be Held on Monday, May 24, 2010:**

This Proxy Statement and the Company's 2009 Annual Report to Stockholders are available at [www.timewarnercable.com/annualmeetingmaterials](http://www.timewarnercable.com/annualmeetingmaterials).

**CORPORATE GOVERNANCE**

**The Company's Separation from Time Warner Inc.**

On March 12, 2009, the Company's separation (the Separation) from Time Warner Inc. (Time Warner) was completed pursuant to a Separation Agreement between TWC and Time Warner and certain of their subsidiaries dated as of May 20, 2008. In connection with the Separation, on March 12, 2009, TWC paid a special cash dividend of \$10.27 per share (\$30.81 per share after giving effect to the 1-for-3 reverse stock split discussed below, aggregating \$10.856 billion) to holders of record on March 11, 2009 of its outstanding Class A common stock and Class B common stock (the Special Dividend). Following the payment of the Special Dividend, each outstanding share of Class A common stock and Class B common stock was automatically converted (the Recapitalization) into one share of common stock, par value \$0.01 per share (the Common Stock). Effective immediately after the Recapitalization, the Company implemented a reverse stock split of the Common Stock at a 1-for-3 ratio (the Reverse Stock Split). TWC's separation from Time Warner was effected as a pro rata dividend of all shares of TWC Common Stock held by Time Warner to holders of record of Time Warner's common stock (Time Warner Common Stock) (the Spin-Off Dividend or the Distribution). The shares of Common Stock distributed in the Spin-off Dividend reflected both the Recapitalization and the Reverse Stock Split.

**Unless otherwise indicated in this Proxy Statement, information about TWC's equity securities prior to March 12, 2009 has been adjusted to reflect the Separation, the Distribution and the Reverse Stock Split.** The Company's Common Stock is listed for trading on the New York Stock Exchange (the NYSE). As a result of the Separation, the Company is no longer considered a controlled company under NYSE governance requirements.

**General**

The Company is committed to maintaining strong corporate governance practices that allocate rights and responsibilities among stockholders, the Board of Directors and management in a manner that benefits the long-term interests of the Company's stockholders. Accordingly, the Company's corporate governance practices are designed not merely to satisfy regulatory requirements, but to provide for effective oversight and management of the Company.

The Board has devoted substantial attention to the subject of corporate governance. Among other things, the Board has established a Nominating and Governance Committee and has developed a Corporate Governance Policy. The Board refines this Policy from time to time as it deems necessary. The Corporate Governance Policy sets forth the basic rules of the road to guide how the Board and its committees operate.

The Board of Directors also regularly holds executive sessions without management present, conducts examinations of management's and the Board's performance, has adopted a code of conduct for employees and has enacted a set of ethics guidelines specifically for outside directors. The Board of Directors engages in a regular process of reviewing its corporate governance practices, including comparing its practices with those recommended by various corporate governance groups, the expectations of the Company's stockholders, and the practices of other leading public companies. The Company also regularly reviews its practices in light of

## **Table of Contents**

proposed and adopted laws and regulations, including the Sarbanes-Oxley Act of 2002, the rules of the SEC, and the rules and listing standards of the NYSE.

Information on the Company's corporate governance is available to the public under "Corporate Governance" at [www.timewarnercable.com/investors](http://www.timewarnercable.com/investors) on the Company's website. The information on the website includes: the Company's by-laws, its Corporate Governance Policy (which includes the Board's categorical standards for determining director independence), the charters of the Board's four standing committees, the Company's codes of conduct, and information regarding the process by which shareholders may communicate with members of the Board of Directors. These documents are also available in print by writing to the Company's Corporate Secretary at the following address: Time Warner Cable Inc., 60 Columbus Circle, New York, New York 10023, Attn: General Counsel.

The remainder of this section of the Proxy Statement summarizes the key features of the Company's corporate governance practices:

### **Board Size**

The number of directors constituting the full Board is currently set at twelve. The Board of Directors has adopted a policy, consistent with the Company's Certificate of Incorporation and by-laws, that it may determine the size of the Board from time to time. In establishing its size, the Board considers a number of factors, including (i) resignations and retirements from the current Board, (ii) the availability of appropriate and qualified candidates and (iii) balancing the desire of having a small enough Board to facilitate deliberations with, at the same time, having a large enough Board to have the diversity of backgrounds, professional experience and skills so that the Board and its committees can effectively perform their responsibilities in overseeing the Company's businesses.

### **Criteria for Membership on the Board**

While a significant amount of public attention has been focused on the need for directors to be independent, independence is just one of the important factors that the Board and its Nominating and Governance Committee take into consideration in selecting nominees for director. The Nominating and Governance Committee and the Board of Directors apply the same criteria to all candidates, regardless of whether the candidate is proposed by a stockholder or is identified through some other source.

**Overall Composition.** As a threshold matter, the Board of Directors believes it is important for the Board as a whole to reflect an appropriate combination of skills, professional experience, and diversity of backgrounds in light of the Company's current and future business needs.

**Personal Qualities.** Each director must possess certain personal qualities, including financial literacy and a demonstrated reputation for integrity, judgment, business acumen, and high personal and professional ethics. In addition, each director must be at least 21 years of age at the commencement of service as a director.

**Commitment to the Company and its Stockholders.** Each director must have the time and ability to make a constructive contribution to the Board, as well as a clear commitment to fulfilling the director's fiduciary duties and serving the interests of all the Company's stockholders.

**Other Commitments.** Each director must satisfy the requirements of antitrust laws that limit service as an officer or director of a significant competitor of the Company. In addition, in order to ensure that directors have sufficient time to devote to their responsibilities, the Board determined that directors should generally serve on no more than four other public company boards.

***Additional Criteria for Incumbent Directors.*** During their terms, all incumbent directors on the Company's Board are expected to attend the meetings of the Board and committees on which they serve and the annual meetings of stockholders; to stay informed about the Company and its business; to participate in discussions; to comply with applicable Company policies; and to provide advice and counsel to the Company's management.

## **Table of Contents**

***Additional Criteria for New Directors.*** As part of its annual assessment of the Board's composition in light of the Company's current and expected business needs, the Nominating and Governance Committee has identified additional criteria for new members of the Board. The following attributes may evolve over time depending on changes in the Board and the Company's business needs and environment, and may be changed before the proxy statement for the 2011 annual meeting of stockholders is furnished to stockholders.

***Professional Experience.*** New candidates for the Board should have significant experience in areas such as the following: (i) senior officer (e.g., president, chief executive officer or chief financial officer) of a major corporation (or a comparable position in the government, academia or non-profit sector); or (ii) a high-level position and expertise in one of the following areas: cable, telecommunications, media and entertainment, marketing or consumer technology.

***Diversity.*** The Nominating and Governance Committee also believes it would be desirable for new candidates for the Board to enhance the gender, ethnic, and/or geographic diversity of the Board.

***Committee Eligibility.*** In addition to satisfying the independence requirements that apply to directors generally (see below), the Nominating and Governance Committee believes that it would be desirable for new candidates for the Board to satisfy the requirements for serving on the Board's committees, as set forth in the charters for those committees and applicable regulations.

***Director Experience.*** The Nominating and Governance Committee believes it would also be desirable for candidates for the Board to have experience as a director of a public corporation.

***Independence.*** Under NYSE rules, a majority of the directors on the Board must be independent. The Board has determined that nine of the twelve current directors, each of whom is also a nominee for director (or 75% of the Board), are independent in accordance with the Company's criteria. The Board applies the following NYSE criteria in making its independence determinations:

***No Material Relationship.*** The director must not have any material relationship with the Company. In making this determination, the Board considers all relevant facts and circumstances, including commercial, charitable, and familial relationships that exist, either directly or indirectly, between the director and the Company.

***Employment.*** The director must not have been an employee of the Company at any time during the past three years. In addition, a member of the director's immediate family (including the director's spouse; parents; children; siblings; mothers-, fathers-, brothers-, sisters-, sons- and daughters-in-law; and anyone who shares the director's home, other than household employees) must not have been an executive officer of the Company in the prior three years.

***Other Compensation.*** The director or immediate family member (as an executive officer) must not have received more than \$100,000 per year in direct compensation from the Company, other than in the form of director fees, pension, or other forms of deferred compensation, during the past three years.

***Auditor Affiliation.*** The director must not be a current partner or employee of the Company's internal or external auditor and the director's immediate family member must not be a current employee of such auditor who participates in the firm's audit, assurance or tax compliance (but not tax planning) practice or a current partner of such auditor. In addition, the director or an immediate family member must not have been within the last three years a partner or employee of such firm who personally worked on the Company's audit.

*Interlocking Directorships.* During the past three years, the director or immediate family member cannot have been employed as a non-employee director or an executive officer by another entity where one of the Company's or its former parent company, Time Warner's current executive officers served at the same time on the compensation committee.

*Business Transactions.* The director must not be an employee of another entity that, during any one of the past three years, received payments from the Company, or made payments to the Company, for

**Table of Contents**

property or services that exceed the greater of \$1 million or 2% of the other entity's annual consolidated gross revenues. In addition, a member of the director's immediate family cannot have been an executive officer of another entity that, during any one of the past three years, received payments from the Company, or made payments to the Company, for property or services that exceed the greater of \$1 million or 2% of the other entity's annual consolidated gross revenues.

*Additional Categorical Criteria.* In addition to applying the NYSE requirements summarized above, the Board has also developed categorical standards, which it uses to guide it in determining whether a material relationship exists with the Company that would affect a director's independence:

- > *Charitable Contributions.* Discretionary charitable contributions by the Company to established non-profit entities with which a director or a member of the director's family is affiliated will generally be deemed not to create a material relationship, unless they occurred within the last three years and (i) were inconsistent with the Company's philanthropic practices; or (ii) were provided to an organization where the director or spouse is an executive officer or director and the Company's contributions for the most recently completed fiscal year represent more than (a) the greater of \$100,000 or 10% of that organization's annual gross revenues for organizations with gross revenues up to \$10 million per year or (b) the greater of \$1 million or 2% of that organization's annual gross revenues for organizations with gross revenues of more than \$10 million per year; or (iii) the aggregate amount of the Company's contributions to the organizations where a director or spouse is an executive officer or director is more than the greater of \$1 million or 2% of all such organizations' annual gross revenues.
- > *Employment and Benefits.* The employment by the Company of a member of a director's family will generally be deemed not to create a material relationship, unless such employment involves employment at a salary of more than \$60,000 per year of a director's current spouse, domestic partner, or child. Further, vested and non-forfeitable equity-based benefits and retirement benefits provided to directors or their family members under qualified plans as a result of prior employment will generally be deemed not to create a material relationship.
- > *Other Transactions.* Transactions between the Company and another entity with which a director or a member of a director's family is affiliated will generally be deemed not to create a material relationship unless (i) they are the type set forth above under Business Transactions; (ii) they occurred within the last three years and were inconsistent with other transactions in which the Company has engaged with third parties; (iii) they occurred within the last three years and the director is an executive officer, employee, or substantial owner, or an immediate family member is an executive officer, of the other entity and such transactions represent more than 2% of the other entity's gross revenues for the prior fiscal year or more than 5% of the Company's consolidated gross revenues for its prior fiscal year.
- > *Interlocking Directorships.* Service by an employee of the Company as a director of an entity where one of the Company's directors or director's family members serves as an executive officer will generally be deemed not to create a material relationship, unless the employee (i) is an executive officer of the Company; (ii) reports directly to the Board or a committee of the Board; or (iii) has annual compensation approved by the Board's Compensation Committee. In addition, service by an employee of the Company as a director of an entity where one of the Company's directors or a member of the director's family serves as a non-employee director will generally be deemed not to create a material relationship.
- > *Educational and Other Affiliations.* Attendance by an employee of the Company at an educational institution affiliated with one of the Company's directors or a member of the director's family, or membership by an employee of the Company in a professional association, social, fraternal or religious



organization, club or institution affiliated with a Company director or member of the director's family, will generally be deemed not to create a material relationship.

## **Table of Contents**

- > *Security Ownership.* Ownership by an employee of the Company of the securities of an entity where one of the Company's directors or a member of the director's family serves as a director or an employee will generally be deemed not to create a material relationship, unless (i) the Company employee (a) is an executive officer of the Company or reports directly to the Board or a committee of the Board or has annual compensation approved by the Board's Compensation Committee and (b) beneficially owns more than 5% of any class of the other entity's voting securities; and (ii) the Company director or a member of a director's family is a director or executive officer of the other entity.

*Independent Judgment.* Finally, in addition to the foregoing independence criteria, which relate to a director's relationship with the Company, the Board also requires that independent directors be free of any other affiliation whether with the Company or another entity that would interfere with the exercise of independent judgment.

## **Director Nomination Process**

There are a number of different ways in which an individual may be nominated for election to the Board of Directors.

*Nominations Developed by the Nominating and Governance Committee.* The Nominating and Governance Committee may identify and propose an individual for election to the Board. This involves the following steps:

*Assessment of Needs.* As described above, the Nominating and Governance Committee conducts periodic assessments of the overall composition of the Board in light of the Company's current and expected business needs and, as a result of such assessments, the Committee may establish specific qualifications that it will seek in Board candidates. The Committee reports on the results of these assessments to the full Board of Directors.

*Identifying New Candidates.* In light of such assessments, the Committee may seek to identify new candidates for the Board who possess the specific qualifications established by the Committee and satisfy the other requirements for Board service. In identifying new director candidates, the Committee seeks advice and names of candidates from Committee members, other members of the Board, members of management, and other public and private sources. The Committee may also, but need not, retain a search firm in order to assist it in these efforts.

*Reviewing New Candidates.* The Committee reviews the potential new director candidates identified through this process. This involves reviewing the candidates' qualifications as compared to the specific criteria established by the Committee and the more general criteria established by the by-laws and Corporate Governance Policy. The Committee may also select certain candidates to be interviewed by one or more Committee members.

*Reviewing Incumbent Candidates.* On an annual basis, the Committee also reviews incumbent candidates for renomination to the Board. This review involves an analysis of the criteria set forth above that apply to incumbent directors.

*Recommending Candidates.* The Committee recommends a slate of candidates for the Board of Directors to submit for approval to the stockholders at the annual stockholders meeting. This slate of candidates may include both incumbent and new nominees. In addition, apart from this annual process, the Committee may, in accordance with the by-laws, recommend that the Board elect new members of the Board who will serve until the next annual stockholders meeting.

***Stockholder Nominations Submitted to the Committee.*** Stockholders may also submit names of director candidates, including their own, to the Nominating and Governance Committee for its consideration. The process for stockholders to use in submitting suggestions to the Nominating and Governance Committee is set forth below at **Other Procedural Matters** Procedures for Submitting Director Recommendations and Nominations.

## **Table of Contents**

***Stockholder Nominations Submitted to Stockholders.*** Stockholders may choose to submit nominations directly to the Company's stockholders. The Company's by-laws set forth the process that stockholders may use if they choose this approach, which is described below at "Other Procedural Matters" Procedures for Submitting Director Recommendations and Nominations.

***Director Elections.*** In connection with the Separation, the Company's by-laws were amended to provide, among other things, that in any uncontested election of directors, each person receiving a majority of the votes cast will be deemed elected. Any abstentions or broker non-votes will not be counted as a vote cast. Accordingly, any new director nominee in an uncontested election who receives more "against" votes than "for" votes will not be elected to the Board. If any incumbent director receives more "against" votes than "for" votes, he or she must submit an offer to resign from the Board no later than two weeks after the certification by the Company of the voting results. The Board will then consider the resignation offer and may either (i) accept the resignation offer or (ii) reject the resignation offer and seek to address the underlying cause(s) of the "against" votes. The Board is required to make its determination within 90 days following the certification of the stockholder vote and make a public announcement of its decision, including a statement regarding the reasons for its decision if the Board rejects the resignation offer. This procedure also provides that the Chairman of the Nominating and Governance Committee has the authority to manage the Board's review of the resignation offer, unless it is the Chairman of the Nominating and Governance Committee who has received the majority-withheld vote, in which case, the remaining independent directors who received a majority of the votes cast will select a director, which director will have the authority otherwise delegated to the Chairman of the Nominating and Governance Committee, to manage the process. In any contested election of directors, the election will be subject to a plurality vote standard, where the persons receiving the highest numbers of the votes cast, up to the number of directors to be elected in such election, will be deemed elected. A contested election is generally one in which the number of persons nominated exceeds the number of directors to be elected.

## **Board Responsibilities**

The Board's primary responsibility is to seek to maximize long-term stockholder value. The Board selects senior management of the Company, monitors management's and the Company's performance, and provides advice and counsel to management. Among other things, the Board at least annually reviews the Company's long-term strategy and longer-term business plan and also approves an annual budget for the Company. The Board also reviews and approves transactions in accordance with guidelines that the Board may adopt from time to time. In fulfilling the Board's responsibilities, directors have full access to the Company's management, internal and external auditors, and outside advisors.

## **Board Meetings and Executive Sessions**

The Board of Directors holds at least five meetings each year, including at least four quarterly meetings and generally one meeting devoted to addressing the Company's strategy. In 2009, the Board of Directors met six times. The meeting schedule is normally established in the summer of the previous year. The Board of Directors also communicates informally with management on a regular basis.

Non-employee directors meet by themselves, without management or employee directors present, at every regularly scheduled Board meeting. Additionally, the Independent Directors (as defined below) meet together without any other directors or management present at least once a year. Any director may request additional executive sessions. The lead director generally presides at these executive sessions with the Chair of the committee that is responsible for the subject matter at issue (e.g., the Audit Committee Chair would lead a discussion of audit-related matters) leading the discussion, if appropriate.

## **Board Leadership**

The Company's Corporate Governance Policy provides that the Nominating and Governance Committee may from time to time make recommendations to the Board regarding the leadership structure of the Board, including whether to combine or separate the positions of Chairman and Chief Executive Officer ( CEO ), or

## **Table of Contents**

to establish the position of lead or presiding director. In making the leadership structure determination, the Board considers many factors, including the specific needs of the business and what is in the best interests of the Company's stockholders. In connection with the Separation, the Board named Glenn A. Britt, the Company's President and Chief Executive Officer, to the additional position of Chairman and named Peter R. Haje to serve as the independent lead director. In this role, Mr. Haje chairs the Board's executive sessions, serves as a liaison between the Chairman of the Board and the independent directors, approves Board meeting schedules and agenda items, has the authority to call meetings of the independent directors and organizes the Board evaluation of the CEO. The Board believes that it is in the best interest of the Company and its stockholders to have Mr. Britt, who is responsible for the Company's operations and strategy, chair the Board's discussions. The combined position enhances Mr. Britt's ability to provide insight and direction on important strategic initiatives to both management and the Board, and to ensure that they act with a common purpose. The Company believes that its overall corporate governance policies and practices combined with the presence of a lead director, whose role closely parallels that of an independent Chairman, adequately addresses any governance concerns raised by the dual CEO and Chairman role. The lead director, along with the other non-employee directors, provides independent oversight of management and the Company's strategy. The Company believes that separating the roles would potentially result in less effective management and governance processes through undesirable duplication of work and, in worst case, lead to a blurring of the current clear lines of accountability and responsibility.

## **Board Risk Oversight**

While risk management is primarily the responsibility of the Company's management, the Board provides overall risk oversight with a focus on the most significant risks facing the Company. Throughout the year, in conjunction with its regular business presentations to the Board and its committees, management highlights any significant related risks. In addition, annually a meeting of the Board is dedicated to reviewing the company's short- and long-term strategies, including consideration of significant risks facing the Company.

The Board has delegated responsibility for the oversight of specific risks to the Board committees as follows:

The Audit Committee oversees the Company's risk policies and processes relating to the financial statements and financial reporting process as well as overseeing the Company's enterprise risk management processes. In that role, the Company's management discusses with the Committee the Company's major risk exposures and how these risks are managed and monitored. At least annually, the Audit Committee receives a report from management regarding the manner in which the Company is assessing and managing the Company's exposure to financial and other risks.

The Compensation Committee monitors the risks associated with the Company's compensation philosophy and programs.

The Finance Committee monitors the risks associated with the Company's financing capability, capital structure, pension obligations and hedging programs.

The Nominating and Governance Committee oversees risks related to the Company's governance structure and processes and risks from related person transactions.

The Board's risk oversight process builds upon the Company's enterprise risk management processes. The description, assessment, mitigation plan and status for each enterprise risk are developed and monitored by management, including management risk owners and an oversight enterprise risk management committee. Management identifies and monitors the Company's risks. In addition to the Company's enterprise risk management processes, it has regular management disclosure committee meetings, a strong compliance office, Codes of Business Conduct and a

comprehensive internal and external audit process.

## **Table of Contents**

### **Committees of the Board**

The Board has four standing committees: the Audit Committee, the Compensation Committee, the Nominating and Governance Committee and the Finance Committee. The Board may eliminate or create additional committees as it deems appropriate.

Each of the Audit Committee, the Nominating and Governance Committee and the Compensation Committee is composed entirely of Independent Directors. The Chair of each committee is elected by the Board, generally upon the recommendation of the Nominating and Governance Committee, and is expected to be rotated periodically. Each committee also holds regular executive sessions at which only committee members are present. Each committee is also authorized to retain its own outside counsel and other advisors as it desires.

As noted above, charters for each standing committee are available on the Company's website, but a brief summary of the committees' responsibilities follows:

***Audit Committee.*** The Audit Committee assists the Board of Directors in fulfilling its responsibilities in connection with the Company's (i) independent auditors, (ii) internal auditors, (iii) financial statements, (iv) earnings releases and guidance, as well as (v) the Company's compliance program, internal controls, and risk management. The Board has determined that each member of the Audit Committee qualifies as an audit committee financial expert under the rules of the SEC implementing section 407 of the Sarbanes-Oxley Act and meets the independence and experience requirements of the NYSE and the federal securities laws.

***Nominating and Governance Committee.*** The Nominating and Governance Committee is responsible for assisting the Board in relation to (i) corporate governance, (ii) director nominations, (iii) committee structure and appointments, (iv) CEO performance evaluations and succession planning, (v) Board performance evaluations, (vi) director compensation, (vii) regulatory matters relating to corporate governance, (viii) stockholder proposals and communications, and (ix) related person transactions.

***Compensation Committee.*** The Compensation Committee is responsible for (i) approving compensation and employment agreements for, and reviewing benefits provided to, certain of the Company's senior executives, (ii) overseeing the Company's disclosure regarding executive compensation, (iii) administering the Company's equity-based compensation plans and (iv) reviewing the Company's overall compensation structure, practices, risks and benefit plans. A sub-committee of the Compensation Committee is responsible for certain executive compensation matters, including (i) reviewing and approving corporate goals and objectives relevant to the compensation of the CEO, each of the other executive officers and each of the other employees whose annual total compensation has a target value of \$2 million or more (the Senior Executives), (ii) evaluating the performance of the CEO and the Senior Executives, and (iii) setting the compensation level of the CEO and the Senior Executives.

***Finance Committee.*** The Finance Committee is responsible for (i) reviewing and approving the Company's financing activity and (ii) assisting the Board in overseeing the Company's (x) capital structure and financing strategies, including the related risks, (y) insurance program, and (z) management of its retirement plans, including the defined benefit pension plan trust.

### **Board Self-Evaluation**

The Board of Directors conducts a self-evaluation of its performance annually, which includes a review of the Board's composition, responsibilities, structure, processes and effectiveness. Each standing committee of the Board also



conducts a similar self-evaluation with respect to such committee.

### **Director Orientation and Education**

Each individual, upon joining the Board of Directors, is provided with an orientation regarding the role and responsibilities of the Board and the Company's operations. As part of this orientation, new directors have opportunities to meet with members of the Company's senior management. The Company is also committed to the ongoing education of its directors. From time to time, the Company's executives make presentations to the Board regarding their respective areas. In addition, the Company reimburses directors for reasonable expenses relating to ongoing director education.

## **Table of Contents**

### **Non-Employee Director Compensation and Stock Ownership**

The Board of Directors is responsible for establishing compensation for the Company's non-employee directors who are not active employees of the Company. At least every two years, the Nominating and Governance Committee reviews the compensation for non-employee directors, including compensation provided to non-employee directors at other companies, and makes a recommendation to the Board for its approval. (For details on the compensation currently provided to non-employee directors, please see Compensation Director Compensation. )

It is also the Board's policy that all directors who are not actively employed by the Company are required to own the Company's stock (whether as a result of receipt of shares from the Company or the purchase of shares). It is expected that, within three years of joining the Board, each director will own at least the number of shares of the Company's stock, or stock-based equivalents, that have been awarded to him or her pursuant to the Company's compensation plans for directors, less any shares sold by the director for the purpose of paying taxes related to such awards.

The Company also expects all directors to comply with all federal, state and local laws regarding trading in securities of the Company and disclosing material, non-public information regarding the Company, and the Company has procedures in place to assist directors in complying with these laws.

### **Codes of Conduct**

In order to help assure the highest levels of business ethics at the Company, the Board of Directors has adopted the following three codes of conduct, which are posted on the Company's website at [www.timewarnercable.com/investors](http://www.timewarnercable.com/investors).

***Standards of Business Conduct.*** The Company's Standards of Business Conduct apply to the Company's employees, including any employee directors. The Standards of Business Conduct establish policies pertaining to employee conduct in the workplace, electronic communications and information security, accuracy of books, records and financial statements, securities trading, confidentiality, conflicts of interest, fairness in business practices, the Foreign Corrupt Practices Act, antitrust laws and political activities and solicitations.

***Code of Ethics for Principal Executive and Senior Financial Officers.*** The Company's Code of Ethics for Principal Executive and Senior Financial Officers applies to certain officers of the Company, including the Company's Chief Executive Officer, Chief Financial Officer, Controller, and other senior executives performing senior financial officer functions. The code serves as a supplement to the Standards of Business Conduct. Among other things, the code mandates that the designated officers engage in honest and ethical conduct, avoid conflicts of interest and disclose any material transaction or relationship that could give rise to a conflict, protect the confidentiality of non-public information about the Company, work to achieve responsible use of the Company's assets and resources, comply with all applicable governmental rules and regulations and promptly report any possible violation of the code. Additionally, the code requires that these individuals promote full, fair, understandable and accurate disclosure in the Company's publicly filed reports and other public communications and sets forth standards for accounting practices and records. Individuals to whom the code applies are held accountable for their adherence to it. Failure to observe the terms of this code or the Standards of Business Conduct can result in disciplinary action (including termination of employment).

***Guidelines for Non-Employee Directors.*** The Guidelines for Non-Employee Directors assist the Company's non-employee directors in fulfilling their fiduciary and other duties to the Company. In addition to affirming the directors' duties of care and loyalty, the guidelines set forth specific policies addressing, among other things, securities trading and reporting obligations, gifts, the Foreign Corrupt Practices Act, political contributions and antitrust laws.

**Communication with the Directors**

The Company's Independent Directors have approved a process for stockholders to communicate with directors. This process is described below at Other Procedural Matters Communicating with the Board of Directors.

**Table of Contents**

**DIRECTORS**

**Term**

The Company's directors are elected annually by the holders of Common Stock. The nominees for director at the Annual Meeting will be elected to serve for a one-year term until the next annual meeting of stockholders and until their successors have been duly elected and qualified or until their earlier death, resignation or retirement.

**Director Independence and Qualifications**

As set forth in the Company's Corporate Governance Policy, in selecting its slate of nominees for election to the Board, the Nominating and Governance Committee and the Board have evaluated, among other things, each nominee's independence, satisfaction of regulatory requirements, financial literacy, personal and professional accomplishments and experience in light of the needs of the Company and, with respect to incumbent directors, past performance on the Board. See Corporate Governance Criteria for Membership on the Board. Each of the nominees is currently a director of the Company. The Board has determined that nine of the twelve current and incumbent directors (or 75% of the Board) have no material relationship with the Company either directly or indirectly and are independent within the meaning of the listing requirements of the NYSE and the Company's more rigorous independence standards (such as directors, the Independent Directors). Specifically, the Board has identified Mses. Black and James and Messrs. Castro, Chang, Copeland, Haje, Nicholas, Shirley and Sununu as Independent Directors as independence is defined in the NYSE Listed Company Manual and as defined by Rule 10A-3 of the Securities Exchange Act of 1934 (the Exchange Act). Additionally, each of these directors meets the categorical standards for independence established by the Board, as set forth in the Company's Corporate Governance Policy and discussed elsewhere in this Proxy Statement. Messrs. Logan and Pace are former executive officers of Time Warner, which was the Company's parent company prior to the Separation. The Company believes that if it were not for this past employment, the Board could determine that each of Messrs. Logan and Pace is independent under these criteria. In addition, the Board has determined that each director nominee is financially literate and possesses the high level of skill, experience, reputation and commitment that is mandated by the Board.

In selecting its slate of nominees for election to the Board, the Nominating and Governance Committee and the Board of Directors consider the appropriate combination of skills, professional experience, and diversity of backgrounds for the Board as a whole. The Board of Directors believes that each of the nominees possesses integrity, good judgment, business acumen and high personal and professional ethics. More detailed information about their experience is provided below with their biographical information.

Several of the directors have substantial experience in the cable, media and entertainment industries, including Messrs. Britt, Castro, Chang, Haje, Logan, Nicholas and Pace and Ms. Black. Messrs. Britt, Haje, Logan, Nicholas and Pace all share a deep understanding of the Company's business developed through their long service at Time Warner. Ms. Black served as the President and Chief Executive Officer of Lifetime Entertainment Services, a multi-media brand for women, for six years, where she oversaw all aspects of programming and marketing. Mr. Castro co-founded a radio broadcasting company that primarily targets the Hispanic community, an increasingly important focus for distributing the Company's services. In addition to Dr. Chang's technological and management experience, he has a long history serving as a director of the Company and its predecessors.

Each of the directors has significant experience as a senior officer of a major corporation or a comparable position in government or academia. Mr. Shirley, with his long service history with The Procter & Gamble Company and The Gillette Company, brings his marketing and managerial experience to the Board. Several of the directors also have

extensive finance and accounting experience, including Messrs. Britt, Copeland, Nicholas and Pace, Senator Sununu, and Ms. James. Messrs. Britt, Copeland and Pace and Ms. James also have valuable experience serving on the audit committees of other public companies. Several of the directors have extensive legislative or regulatory experience, including Senator Sununu and Messrs. Britt, Castro and Copeland and Ms. James, through their experience in highly-regulated industries.

**Table of Contents**

While backgrounds of all of the directors contribute a diversity of experience and opinion to the Board, Messrs. Castro and Chang and Mses. Black and James also bring ethnic and gender diversity.

**Nominees for Election at the Annual Meeting**

The Board has set the number of directors at twelve. Each of the current directors has been nominated for election at the Annual Meeting and was elected by the Company's stockholders at the annual meeting in 2009. Set forth below are the principal occupation and certain other information, as of February 28, 2010, for the twelve nominees, each of whom currently serves as a director.

Name	Age	Principal Occupation During the Past Five Years
<b>Carole Black</b>	66	<p><b>Former President and Chief Executive Officer, Lifetime Entertainment Services.</b> Ms. Black served as the President and Chief Executive Officer of Lifetime Entertainment Services, a multi-media brand for women, including Lifetime Network, Lifetime Movie Network, Lifetime Real Women Network, Lifetime Online and Lifetime Home Entertainment, from March 1999 to March 2005. Prior to that, Ms. Black served as the President and General Manager of NBC4, Los Angeles, a commercial television station, from 1994 to 1999, and in various marketing-related positions at The Walt Disney Company, a media and entertainment company, from 1986 to 1993. Ms. Black has served as a director since July 2006. Ms. Black has broad experience as the former president and chief executive officer of a large media and entertainment company, and her extensive experience in television programming and cable, media and entertainment business provides her with a strong understanding of the Company's business and its competitive environment.</p>
<b>Glenn A. Britt</b>	60	<p><b>Chairman, President and Chief Executive Officer of the Company.</b> Mr. Britt has served as the Company's Chairman, President and Chief Executive Officer since March 2009, having served as the Company's President and Chief Executive Officer from February 2006, and, prior to that, as the Chairman and Chief Executive Officer of the Company and its predecessors from August 2001. Prior to assuming those positions, he held various senior positions with certain of the Company's predecessor entities, Time Warner and Time Warner's predecessor Time Inc. Mr. Britt has served as a director since March 2003 and also serves as a director of Xerox Corporation and Cardinal Health Inc. He served as a trustee of Teachers' Insurance and Annuity Association from 2007 until November 2009. Mr. Britt has substantial business, finance and accounting experience developed through his nearly 40 years at the Company and Time Warner Inc. He is a recognized leader in the cable industry, and serves on the boards of the National</p>

Cable & Telecommunications Association and the Paley Center for Media. As a result of his extensive experience, Mr. Britt possesses a deep understanding of the Company's business and the cable industry.

Table of Contents

Name	Age	Principal Occupation During the Past Five Years
Thomas H. Castro	55	<p><b>President and Chief Executive Officer, El Dorado Capital, LLC.</b> Mr. Castro, the founder of El Dorado Capital, LLC, an investment firm, has served as its President and Chief Executive Officer since June 1, 2008. Prior to that, he was the co-Founder and Vice Chairman of Border Media Partners, LLC, a radio broadcasting company that primarily targets Hispanic listeners, from July 2007, having served as its President and Chief Executive Officer from 2002. Prior to that, Mr. Castro, an entrepreneur, owned and operated other radio stations and founded a company that exported oil field equipment to Mexico. Mr. Castro has served as a director since July 2006. These experiences have provided Mr. Castro with significant operating and financial experience as well as an in-depth understanding of the Company's business and industry. In addition, through his entrepreneurial experience and community work, Mr. Castro brings an appreciation and awareness of issues important to the Hispanic community, an increasingly important customer base for the Company.</p>
David C. Chang	68	<p><b>Chancellor, Polytechnic Institute of New York University.</b> Dr. Chang has served as Chancellor and Professor of Electrical and Computer Engineering of Polytechnic Institute of New York University (formerly known as Polytechnic University) since July 2005, having served as its President from 1994. Prior to assuming that position, he was Dean of the College of Engineering and Applied Sciences at Arizona State University. Dr. Chang has served as a director since March 2003 and served as an independent director of American Television and Communications Corporation (a predecessor of the Company) from 1986 to 1992. He is also a director of AXT, Inc. Dr. Chang served as a director of Fedders Corporation from 1998 until August 2007.</p> <p>Dr. Chang has significant technology and managerial experience as well as historical perspective and understanding of the Company through his long-standing board service, first as a director of American Television and Communications Corporation and then as a director of the Company.</p>



Table of Contents

Name	Age	Principal Occupation During the Past Five Years
James E. Copeland, Jr.	65	<p><b>Former Chief Executive Officer of Deloitte &amp; Touche USA LLP and Deloitte Touche Tohmatsu and Former Global Scholar, Robinson School of Business, Georgia State University.</b> Mr. Copeland served as a Global Scholar at the Robinson School of Business at Georgia State University from 2003 through 2007. Prior to that, Mr. Copeland served as the Chief Executive Officer of Deloitte &amp; Touche USA LLP, a public accounting firm, and Deloitte Touche Tohmatsu, its global parent, from 1999 to May 2003. Prior to that, Mr. Copeland served in various positions at Deloitte &amp; Touche, and its predecessors from 1967. Mr. Copeland has served as a director since July 2006 and is also a director of ConocoPhillips and Equifax, Inc. Mr. Copeland served as a director of Coca-Cola Enterprises Inc. from July 2003 until April 2008. Mr. Copeland has substantial accounting, regulatory and business experience from his distinguished career in the accounting industry. He has extensive technical accounting expertise as well as experience managing a leading accounting firm and working with regulators to develop and apply accounting policy. In addition, Mr. Copeland has experience serving on audit committees of other public companies.</p>
Peter R. Haje	75	<p><b>Legal and Business Consultant and Private Investor.</b> Mr. Haje has served as a legal and business consultant and private investor since he retired from service as an executive officer of Time Warner on January 1, 2000. Prior to that, he served as the Executive Vice President and General Counsel of Time Warner from October 1990, adding the title of Secretary in May 1993. He also served as the Executive Vice President and General Counsel of Time Warner Entertainment Company, L.P., now a Company subsidiary ( TWE ), from June 1992 until 1999. Prior to his service to Time Warner, Mr. Haje was a partner of the law firm of Paul, Weiss, Rifkind, Wharton &amp; Garrison LLP for more than 20 years. Mr. Haje has served as a director since July 2006. Mr. Haje served as a director of American Community Newspapers Inc. from 2005 until May 2009.</p> <p>Mr. Haje has substantial experience guiding various aspects of corporate legal and executive compensation matters as well as in the cable, media and entertainment industry from his service as the chief legal officer at Time Warner and as a member of a premier law firm. Mr. Haje also has significant historical perspective and knowledge of the Company through his long service at Time Warner.</p>

Table of Contents

Name	Age	Principal Occupation During the Past Five Years
Donna A. James	52	<p><b>Consultant, Business Advisor and Managing Director, Lardon &amp; Associates LLC.</b> Ms. James has served as a consultant, business advisor and managing director of Lardon &amp; Associates LLC, a business advisory services firm, since April 2006. Prior to that, Ms. James served as President of Nationwide Strategic Investments, a division of Nationwide Mutual Insurance Company ( Nationwide Mutual ), a financial services and insurance company, from 2003, and as Executive Vice President and Chief Administrative Officer of Nationwide Mutual from 2000. Ms. James has served as a director since March 2009 and is also a director of Limited Brands, Inc., Coca-Cola Enterprises Inc. and Conseco, Inc. Ms. James has significant finance, accounting and human resources experience. In addition, Ms. James's service on other public company boards contributes to her knowledge of public company matters, including corporate governance and public affairs.</p>
Don Logan	65	<p><b>Former Chairman of the Board of the Company and Former Chairman, Time Warner's Media &amp; Communications Group.</b> Mr. Logan served as the Chairman of the Company's Board of Directors from February 15, 2006 until March 2009. He served as Chairman of Time Warner's Media &amp; Communications Group from July 2002 until December 31, 2005. Prior to assuming that position, he was Chairman and Chief Executive Officer of Time Inc., Time Warner's publishing subsidiary, from 1994 to July 2002 and was its President and Chief Operating Officer from 1992 to 1994. Prior to that, Mr. Logan held various executive positions with Southern Progress Corporation, which was acquired by Time Inc. in 1985. Mr. Logan has served as a director since March 2003. Mr. Logan has substantial business, finance and accounting experience as well as extensive knowledge of the media and entertainment industry. In addition, Mr. Logan oversaw Time Warner Inc.'s investment in the Company as Chairman of Time Warner's Media and Communications Group, and he has a deep understanding of the Company's business.</p>
N.J. Nicholas, Jr.	70	<p><b>Investor.</b> Mr. Nicholas is an investor. From 1964 until 1992, Mr. Nicholas held various positions at Time Inc. and Time Warner, major media companies. He was named President of Time Inc. in 1986 and served as Co-Chief Executive Officer of Time Warner from 1990 to 1992. Mr. Nicholas has served as a director since March 2003 and is also a director of Boston Scientific Corporation and Xerox Corporation. Mr. Nicholas has substantial executive experience as well as extensive experience in the media and entertainment field</p>



Table of Contents

Name	Age	Principal Occupation During the Past Five Years
Wayne H. Pace	63	<p>developed through his nearly 30 years at Time Warner and Time Inc. Mr. Nicholas also possesses valuable corporate governance experience from his long-standing service on other public company boards.</p> <p><b>Former Executive Vice President and Chief Financial Officer, Time Warner.</b> Mr. Pace served as Executive Vice President and Chief Financial Officer of Time Warner from November 2001 through 2007, and served as Executive Vice President and Chief Financial Officer of TWE from November 2001 until October 2004. He was Vice Chairman and Chief Financial and Administrative Officer of Turner Broadcasting System, Inc., a cable programming subsidiary of Time Warner ( TBS ), from March 2001 to November 2001 and held various other executive positions at TBS, including Chief Financial Officer, from 1993 to 2001. Prior to that Mr. Pace was an audit partner with Price Waterhouse, now PricewaterhouseCoopers LLP, an international accounting firm. Mr. Pace served as a director of Keebler Foods Company from 1998 to 2001 and chaired its Audit Committee. Mr. Pace has served as a director since March 2003.</p> <p>Mr. Pace has substantial business, finance and accounting experience developed during his nearly fifteen years with Time Warner and TBS and, prior to that, Price Waterhouse. Mr. Pace also brings an extensive knowledge of the Company's business and financial condition.</p>
Edward D. Shirley	53	<p><b>Vice Chairman, Global Beauty and Grooming, The Procter &amp; Gamble Company.</b> Mr. Shirley has served as Vice Chairman of Global Beauty and Grooming, a business unit of The Procter &amp; Gamble Company, a consumer goods company, since July 2008, and as Group President, North America from April 2006. Prior to that, Mr. Shirley held several senior executive positions with The Gillette Company, a consumer goods company, which was acquired by The Procter &amp; Gamble Company in 2005. Mr. Shirley has served as a director since March 2009.</p> <p>Mr. Shirley has substantial executive and marketing experience developed as a senior executive at The Procter &amp; Gamble Company and The Gillette Company. The Company operates in an extremely competitive industry, and Mr. Shirley brings valuable marketing experience and perspective to the Board.</p>

**Table of Contents**

Name	Age	Principal Occupation During the Past Five Years
<b>John E. Sununu</b>	45	<p><b>Former U.S. Senator, New Hampshire.</b> Senator Sununu served as a U.S. Senator from New Hampshire from January 2002 to 2008. He was a member of the Committees on Banking, Commerce, Finance and Foreign Relations. Prior to his election to the Senate, he represented New Hampshire's First District in the U.S. House of Representatives from 1996 to 2002. Prior to serving in Congress, he served as the Chief Financial Officer of Teletrol Systems, Inc., a manufacturer of building control systems, from 1993 to 1996. Senator Sununu has served as a director since March 2009 and is also a director of Boston Scientific Corporation.</p> <p>Senator Sununu has significant legislative, regulatory and financial experience. The Company's business is subject to extensive regulation, and Senator Sununu provides legislative and regulatory insight. He also possesses corporate governance experience from his service on another public company board.</p>

**Attendance**

During 2009, the Board of Directors met six times. Each incumbent director attended over 90% of the total number of meetings of the Board of Directors and the committees of which he or she was a member. In addition, the directors are encouraged to attend the Company's annual meetings of stockholders. All of the Company's twelve directors attended the 2009 annual meeting of the Company's stockholders.

**Committee Membership**

The current members of the Board's standing committees are as follows:

***Audit Committee.*** The members of the Audit Committee are James Copeland, Jr., who serves as the Chair, David Chang, Donna James and Edward Shirley. Among other things, the Audit Committee complies with all NYSE and legal requirements and consists entirely of Independent Directors. The authority and responsibility of the Audit Committee, which met ten times during 2009, are described above (see "Corporate Governance Committees of the Board") and set forth in detail in its Charter, which is posted on the Company's website at [www.timewarnercable.com/investors](http://www.timewarnercable.com/investors).

***Compensation Committee.*** The members of the Compensation Committee are Peter Haje, who serves as the Chair, Carole Black, Thomas Castro and N.J. Nicholas, Jr. All of the members of the Compensation Committee are Independent Directors. The Compensation Committee has a sub-committee consisting of three Independent Directors who are also considered "outside directors" under Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), Ms. Black and Messrs. Castro and Nicholas, to which it may delegate executive compensation matters. The authority and responsibility of the Compensation Committee, which met eight times during 2009, are described above (see "Corporate Governance Committees of the Board") and set forth in detail in its Charter, which is posted on the Company's website at [www.timewarnercable.com/investors](http://www.timewarnercable.com/investors).

***Nominating and Governance Committee.*** The members of the Nominating and Governance Committee are N.J. Nicholas, Jr., who serves as the Chair, Carole Black, David Chang, Edward Shirley and John Sununu. All of the

members of the Nominating and Governance Committee are Independent Directors. The authority and responsibility of the Nominating and Governance Committee, which met three times during 2009, are described above (see Corporate Governance Committees of the Board ) and set forth in detail in its Charter, which is posted on the Company s website at [www.timewarnercable.com/investors](http://www.timewarnercable.com/investors).

**Table of Contents**

**Finance Committee.** The members of the Finance Committee are Wayne Pace, who serves as the Chair, Thomas Castro, Donna James, Don Logan and John Sununu. The members of the Finance Committee who are Independent Directors are Ms. James and Messrs. Castro and Sununu. The authority and responsibility of the Finance Committee, which met three times during 2009, are described above (see Corporate Governance Committees of the Board ) and set forth in detail in its Charter, which is posted on the Company's website at [www.timewarnercable.com/investors](http://www.timewarnercable.com/investors).

During 2008, a Special Committee of the independent members of the Board of Directors (the Special Committee ) consisting of Ms. Black and Messrs. Castro, Chang, Copeland (who served as the Chair), Haje and Nicholas was formed to consider the Company's Separation from Time Warner and the related transactions. The Special Committee met twice during 2009.

**SECURITY OWNERSHIP****Security Ownership by the Board of Directors and Executive Officers**

The following table sets forth information as of the close of business on January 31, 2010 as to the number of shares of the Company's Common Stock beneficially owned by:

each executive officer named in the Summary Compensation Table included elsewhere in this Proxy Statement (a named executive officer );

each current director and director nominee; and

all current executive officers and directors, as a group.

Name	Common Stock Beneficially Owned(1)		
	Number of Shares	Right to Acquire Shares(2)	Percent of Class
Carole Black			*
Glenn A. Britt(3)	17,670	304,403	*
Thomas H. Castro			*
David C. Chang	228		*
James E. Copeland, Jr.	8,332		*
Peter R. Haje(4)	13,622		*
Landel C. Hobbs	1,430	162,634	*
Donna A. James			*
Michael LaJoie		45,834	*
Marc Lawrence-Apfelbaum(5)	1,021	59,529	*
Don Logan	10,820		*
Robert D. Marcus	1,168	85,959	*
N.J. Nicholas, Jr.	2,333		*
Wayne H. Pace	19,694		*
Edward D. Shirley	333		*
John E. Sununu			*
All current directors and executive officers as a group (20 persons)(3)-(5)	76,651	792,397	*

\* Represents beneficial ownership of less than one percent of the issued and outstanding Common Stock on January 31, 2010.

- (1) Beneficial ownership as reported in the above table has been determined in accordance with Rule 13d-3 of the Exchange Act. Unless otherwise indicated, beneficial ownership represents both sole voting and sole investment power. This table does not include any shares of Common Stock or other TWC equity securities that may be held by pension and profit-sharing plans of other corporations or endowment funds of educational and charitable institutions for which various directors and officers serve as directors or trustees. As of January 31, 2010, the only equity securities of TWC beneficially owned by the named persons or group were (a) shares of Common Stock, (b) options to purchase shares of Common Stock and (c) restricted stock units ( RSUs ) and deferred stock units



**Table of Contents**

reflecting the contingent right to receive shares of Common Stock. The beneficial ownership of Common Stock for each of the non-employee directors does not include their interests in (a) RSUs issued to them as compensation, which represent the right to receive shares of Common Stock six month after termination of service as a member of the Board and (b) deferred stock units issued under the Directors' Deferred Compensation Program, which represent the right to receive shares of Common Stock on the distribution date selected by the director. Each non-employee director's RSUs and deferred stock units as of January 31, 2010 are set forth below. The directors do not have voting rights with respect to these RSUs and deferred stock units, but they represent an economic interest in the shares of Common Stock. See Compensation Director Compensation. For information about RSUs held by the named executive officers, see Compensation Outstanding Equity Awards.

Name	Restricted Stock Units	Deferred Stock Units
Carole Black	9,815	
Thomas H. Castro	9,815	
David C. Chang	9,815	3,262
James E. Copeland, Jr.	9,815	6,126
Peter R. Haje	9,815	4,200
Donna A. James	3,319	
Don Logan	9,815	
N.J. Nicholas, Jr.	9,815	5,424
Wayne H. Pace	7,906	5,576
Edward D. Shirley	3,319	
John E. Sununu	3,319	

- (2) Reflects shares of Common Stock subject to (a) options to purchase Common Stock, which on January 31, 2010, were unexercised, but were exercisable on or within 60 days after that date and (b) RSUs which, on January 31, 2010, were unvested but were expected to vest on or within 60 days after that date. These shares are excluded from the column headed Number of Shares.
- (3) Includes 29 shares of Common Stock owned by Mr. Britt's spouse as to which Mr. Britt disclaims beneficial ownership.
- (4) Includes 666 shares of Common Stock owned by the Peter and Helen Haje Foundation, as to which Mr. Haje and his spouse share voting power but have no investment power.
- (5) Includes approximately 845 shares of Common Stock attributable to Mr. Lawrence-Apfelbaum's interest in a trust under the TWC Savings Plan.

**Security Ownership of Certain Beneficial Owners**

Based on a review of filings with the SEC, the Company has determined that each of the persons listed below is a beneficial holder of more than 5% of the outstanding shares of Time Warner Cable Common Stock as of December 31, 2009.

**Shares of**

Name and Address of Beneficial Owner	Stock Beneficially Owned	Percent of Class
AXA Financial, Inc.(1) 1290 Avenue of the Americas New York, NY 10104	27,753,323	7.9%
Capital Research Global Investors(2) 333 South Hope Street, 55 <sup>th</sup> Floor Los Angeles, CA 90071-1447	25,690,155	7.3%
Dodge & Cox(3) 555 California Street San Francisco, CA 94104	22,708,094	6.4%
BlackRock, Inc.(4) 40 East 52 <sup>nd</sup> Street New York, NY 10022	19,429,266	5.5%

(1) Based solely on a Schedule 13G filed with the SEC on February 12, 2010 by AXA Financial, Inc. (on behalf of its affiliates, including AllianceBernstein L.P. ( AllianceBernstein )), which reported that it had sole dispositive power over all the indicated shares and sole voting power over 22,223,603 shares. The Schedule 13G states that a majority of the shares reported are held by unaffiliated

## **Table of Contents**

third-party client accounts managed by AllianceBernstein (a majority-owned subsidiary of AXA Financial, Inc.), as investment adviser.

- (2) Based solely on a Schedule 13G filed by Capital Research Global Investors with the SEC on February 10, 2010, which reported that it had sole dispositive power over all the indicated shares and sole voting power over 6,708,450 shares. The total includes 18,152,120 shares of Common Stock beneficially owned by The Growth Fund of America, Inc. as of December 31, 2009, as reported on a Schedule 13G filed by The Growth Fund of America, Inc. with the SEC of February 12, 2010.
- (3) Based solely on a Schedule 13G filed by Dodge & Cox with the SEC on February 12, 2010, which reported that it had sole dispositive and voting power over all the indicated shares, except for 42,872 shares as to which it has shared voting power.
- (4) Based on a Schedule 13G filed by BlackRock, Inc. with the SEC on January 29, 2010. On March 9, 2010, BlackRock, Inc. filed Amendment No. 1 to its Schedule 13G indicating that as of February 26, 2010 it had sole voting and dispositive power over 17,334,190 shares of Common Stock, representing 4.92% of the outstanding shares.

## **AUDIT-RELATED MATTERS**

### **Report of the Audit Committee**

In accordance with its charter, the Audit Committee of the Company's Board of Directors (the "Audit Committee") assists the Board of Directors in fulfilling responsibilities in a number of areas. These responsibilities include, among others: (i) the appointment and oversight of the Company's independent auditor, as well as the evaluation of the independent auditor's qualifications, performance and independence; (ii) oversight of the Company's internal audit function; (iii) the review of the Company's financial statements and the results of each external audit; (iv) the review of other matters with respect to the Company's accounting, auditing and financial reporting practices and procedures as the Audit Committee may find appropriate or may be brought to its attention; and (v) the oversight of the Company's compliance program. To assist it in fulfilling its oversight and other duties, the Audit Committee regularly meets separately with the internal auditor, the independent auditor and management.

***Independent Auditor and Internal Audit Matters.*** The Audit Committee discusses with the Company's independent auditor its plan for the audit of the Company's annual consolidated financial statements and the independent auditor's evaluation of the effectiveness of the Company's internal control over financial reporting, as well as reviews of the Company's quarterly financial statements. During 2009, the Audit Committee met regularly with the independent auditor, with and without management present, to discuss the results of its audits and quarterly reviews of the Company's financial statements, as well as its evaluations of the Company's internal controls and the overall quality of the Company's accounting principles. The Audit Committee has also appointed, subject to stockholder ratification, Ernst & Young LLP ( "E&Y" ) as the Company's independent auditor for 2010, and the Board concurred in its appointment.

The Audit Committee reviews and approves the annual internal audit plan and meets regularly with the representatives of the Company's internal audit group, with and without management present, to review and discuss the internal audit reports, including reports relating to operational, financial and compliance matters.

***Financial Statements as of December 31, 2009.*** Management has the primary responsibility for the financial statements and the reporting process, including its systems of internal and disclosure controls (including internal control over financial reporting). The independent auditor is responsible for performing an independent audit of the

Company's consolidated financial statements and expressing opinions on the conformity of the consolidated financial statements with U.S. generally accepted accounting principles and on the Company's internal control over financial reporting.

In this context, the Audit Committee has met and held discussions with management and the independent auditor with respect to the Company's audited financial statements for the fiscal year ended December 31, 2009. Management represented to the Audit Committee that the Company's consolidated financial statements were prepared in accordance with U.S. generally accepted accounting principles.

In connection with its review of the Company's year-end financial statements, the Audit Committee has reviewed and discussed with management and the independent auditor the consolidated financial statements and the independent auditor's evaluation of the Company's internal control over financial reporting. The Audit

## **Table of Contents**

Committee also discussed with the independent auditor the matters required to be discussed by the Statement on Auditing Standards No. 61 (Communications with Audit Committees), as amended, as adopted by the Public Company Accounting Oversight Board (PCAOB) in Rule 3200T, including the quality and acceptability of the Company's accounting policies, financial reporting processes and controls. The Audit Committee also received from the independent auditor the written disclosures regarding the auditor's independence required by PCAOB Ethics and Independence Rule 3526, *Communication with Audit Committees Concerning Independence*, and the Audit Committee discussed with E&Y its independence. The Audit Committee further considered whether the provision by the independent auditor of any non-audit services described elsewhere in this Proxy Statement is compatible with maintaining auditor independence and determined that the provision of those services does not impair the independent auditor's independence.

In performing its functions, the Audit Committee acts only in an oversight capacity and necessarily relies on the work and assurances of the Company's management, internal audit and independent auditor, which, in their reports, express opinions on the conformity of the Company's annual financial statements with U.S. generally accepted accounting principles and the Company's internal control over financial reporting. In reliance on the reviews and discussions referred to in this Report and in light of its role and responsibilities, the Audit Committee recommended to the Board of Directors, and the Board approved, that the audited financial statements of the Company be included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2009 for filing with the SEC.

### *Members of the Audit Committee*

James E. Copeland, Jr. (Chair)

David C. Chang

Donna A. James

Edward D. Shirley

### **Policy Regarding Pre-Approval of Services Provided by the Independent Auditor**

The Audit Committee has established a policy (the Policy) requiring its pre-approval of all audit services and permissible non-audit services provided by the independent auditor, along with the associated fees for those services. The Policy provides for the annual pre-approval of specific types of services pursuant to policies and procedures adopted by the Audit Committee, and gives detailed guidance to management as to the specific services that are eligible for such annual pre-approval. The Policy requires the specific pre-approval of all other permitted services. For both types of pre-approval, the Audit Committee considers whether the provision of a non-audit service is consistent with the SEC's rules on auditor independence, including whether provision of the service (i) would create a mutual or conflicting interest between the independent auditor and the Company; (ii) would place the independent auditor in the position of auditing its own work; (iii) would result in the independent auditor acting in the role of management or as an employee of the Company; or (iv) would place the independent auditor in a position of acting as an advocate for the Company. Additionally, the Audit Committee considers whether the independent auditor is best positioned and qualified to provide the most effective and efficient service, based on factors such as the independent auditor's familiarity with the Company's business, personnel, systems or risk profile and whether provision of the service by the independent auditor would enhance the Company's ability to manage or control risk or improve audit quality or would otherwise be beneficial to the Company.

The Audit Committee has delegated to its Chair the authority to address certain requests for pre-approval of services between meetings of the Audit Committee, and the Chair must report his pre-approval decisions to the Audit Committee at its next regular meeting. The Policy is designed to ensure that there is no delegation by the Audit Committee of authority or responsibility for pre-approval decisions to management of the Company. The Audit Committee monitors compliance by management with the Policy by requiring management, pursuant to the Policy, to

report to the Audit Committee on a regular basis regarding the pre-approved services rendered by the independent auditor. Management has also implemented internal procedures to ensure compliance with the Policy.

**Table of Contents****Services Provided by the Independent Auditor**

As described above, the Audit Committee is responsible for the appointment, compensation, retention and oversight of the work of the independent auditor. Accordingly, the Audit Committee has appointed E&Y to perform audit and other permissible non-audit services for the Company and its subsidiaries. The aggregate fees billed by E&Y to the Company for the years ended December 31, 2009 and 2008 are as follows:

**Fees of the Independent Auditor**

	<b>2009</b>	<b>2008</b>
Audit Fees(1)	\$ 4,491,057	\$ 4,440,369
Audit-Related Fees(2)	427,010	474,025
Tax Fees(3)	31,280	
All Other Fees		
<b>Total Fees for Services Provided</b>	<b>\$ 4,949,347</b>	<b>\$ 4,914,394</b>

(1) *Audit Fees* were for audit services, including (a) the annual audit (including required quarterly reviews) and other procedures required to be performed by the independent auditors to be able to form an opinion on the Company's consolidated financial statements; (b) the audit of the effectiveness of internal control over financial reporting; (c) consultation with management as to the accounting or disclosure treatment of transactions or events and/or the actual or potential impact of final or proposed rules, standards or interpretations by the SEC, the Financial Accounting Standards Board ( FASB ) or other regulatory or standard-setting bodies; and (d) services that only the independent auditors reasonably can provide, such as services associated with SEC registration statements, periodic reports and other documents filed with the SEC or other documents issued in connection with securities offerings and assistance in responding to SEC comment letters.

(2) *Audit-Related Fees* were principally for services related to (a) agreed-upon procedures or expanded audit procedures to comply with contractual arrangements or regulatory/franchise reporting requirements; and (b) audits of employee benefit plans.

(3) *Tax Fees* were for services related to tax planning and tax advice.

None of the services related to Audit-Related Fees or Tax Fees presented above was approved by the Audit Committee pursuant to a waiver of the pre-approval provisions as set forth in the applicable rules of the SEC.

**Table of Contents**

**COMPENSATION**

**Executive Compensation**

**Compensation Discussion and Analysis**

**Introduction**

The Company's executive compensation program is designed to attract, retain, motivate and reward leaders who create value for the Company's stockholders. Generally, the Company's compensation program is intended to reward sustained financial and operating performance and leadership excellence, and align executives' interests and risk orientation with those of the Company's stockholders. This Compensation Discussion and Analysis reviews the Company's compensation philosophy, principles and practices for the named executive officers, and describes how they were applied to determine 2009 compensation for the named executive officers.

**Oversight and Authority for Executive Compensation**

Under its charter, the Compensation Committee has authority and oversight over all elements of the Company's executive compensation program, including:

salaries;

short-term incentives;

long-term incentives, including equity-based awards;

employment agreements for the named executive officers, including any change of control or severance provisions or personal benefits set forth in those agreements;

severance and change of control arrangements, if any, for the named executive officers that are not part of their employment agreements; and

employee benefits and perquisites.

The Compensation Committee's charter states that in determining compensation levels for each named executive officer, the Compensation Committee should consider, among other factors, the Company's overall performance, stockholder return, the achievement of specific performance objectives established by the Compensation Committee on an annual basis, compensation previously provided to the executive, the value of compensation provided to individuals in similar positions at peer companies and the Company's general compensation policy.

**Role of Management and Compensation Consultants**

Although the Compensation Committee has authority and oversight over compensation for the named executive officers, members of management, including Glenn Britt, President and Chief Executive Officer (and Chairman, as of March 12, 2009), Paul Gilles, Group Vice President, Compensation, Benefits and Human Capital, Robert Marcus, Senior Executive Vice President and Chief Financial Officer, and Tomas Mathews, Executive Vice President, Human Resources (collectively, "Management"), provide recommendations for the Compensation Committee's consideration,



and provide ongoing assistance to the Compensation Committee with respect to its review of the effectiveness of the Company's executive compensation programs. The Company also, from time to time, engages consulting firms (independent of those engaged by the Compensation Committee) to assist Management in evaluating the Company's executive compensation policies and practices.

Through September 2009, Executive Compensation Advisors, a Korn/Ferry company ( ECA ), acted as the Compensation Committee's independent compensation consultant. During 2009, the Committee's primary ECA advisor established ClearBridge Compensation Group ( ClearBridge ) and, effective October 1, 2009, the Committee terminated its ECA relationship and retained ClearBridge in this role. In connection with this

## **Table of Contents**

change, the Committee determined that ClearBridge had the necessary experience, skill and independence to advise the Committee. The Compensation Committee plans to review its determination annually. As used in this document, the independent compensation consultant or ICC means, for all periods through September 2009, ECA and, for all periods thereafter, ClearBridge, in each case in its capacity as the Compensation Committee's independent compensation consultant.

During 2009, the Company paid the ICC an annual retainer, plus additional amounts for special projects that the Compensation Committee requested. The ICC reported directly to the Compensation Committee, providing assistance and advice to it in carrying out its principal responsibilities. The Compensation Committee consulted with the ICC with respect to all significant 2009 compensation decisions and determinations. In this advisory role, the ICC attended and participated in all Compensation Committee meetings, including executive sessions when appropriate. In connection with the ICC's role as advisor to the Compensation Committee, Management (as defined below) from time to time seeks input from the ICC about compensation proposals it is considering for presentation to the Compensation Committee. ClearBridge does not provide services to the Company other than under its engagement by the Compensation Committee related to executive compensation.

## **Compensation Philosophy and Key Principles**

The Company's compensation philosophy is to attract, retain, motivate and reward executives who create value for the Company's stockholders. In establishing compensation programs consistent with its philosophy, the Company is guided by the following key principles:

*Pay for performance* Executive compensation programs should contain an appropriate level of variable, performance-based compensation tied to the achievement of both Company financial performance goals and established individual performance goals.

*Alignment with stockholders* Executive compensation programs should contain an appropriate level of equity compensation to align executives' interests with those of stockholders.

*Balanced incentives* Executive compensation programs should focus executives on both the Company's short-term and long-term objectives.

*Encourage appropriate risk-taking* Executive compensation programs should neither incentivize excessive risk-taking nor encourage inappropriate conservatism in decisionmaking.

*Compensate competitively* Total compensation delivered to executives should reflect the competitive marketplace for talent inside and outside the Company's industry, which must be considered in light of the risk of losing (and the difficulty of replacing) the relevant executive.

*Consider internal equity* Total compensation delivered to executives should reflect their value to the organization, and executives performing similar roles and providing comparable value to the organization, and with comparable tenure, should generally receive comparable total compensation.

## **Compensation Program Design Overview**

The core elements of the Company's compensation program—base salary, short-term incentives and long-term incentives—are intended to focus the Company's named executive officers on different but complementary aspects of the Company's goals. The program is designed to deliver compensation at levels and in a manner consistent with the Company's compensation philosophy and key principles.

*Annual Base Salary:* The base salary paid to the Company's named executive officers and other employees is intended to focus the recipient on his or her day-to-day duties.

*Short-Term Incentive:* The Company's short-term incentive program, an annual cash bonus plan, is designed to motivate the Company's named executive officers and other corporate employees to help meet and exceed annual financial and non-financial goals established annually by the Compensation Committee. For

## **Table of Contents**

additional information regarding the structure of the 2009 short-term incentive program, see 2009 Short-Term Incentive Program and Awards.

*Long-Term Incentive:* The Company's long-term incentive ( LTI ) program is designed to retain the named executive officers and other participants and motivate them to meet and exceed those of the Company's goals that are likely to result in long-term value creation. Since 2007, the LTI program has consisted of Company stock options and restricted stock units ( RSUs ), which vest over a period of time. For additional information regarding the structure of the 2009 LTI program, see 2009 Long-Term Incentive Program and Awards.

The Company believes the compensation provided to its named executive officers, including the mix of compensation elements, is consistent with the Company's compensation philosophy and key principles. The LTI program drives *alignment with stockholders*. The mix of base salary and variable or performance-based incentives supports *pay for performance*. The mix of short-term and long-term incentives is consistent with *balanced incentives* and *encourages appropriate risk-taking*. For 2009, each of the named executive officers had more target incentive compensation in the form of long-term (as compared with short-term) incentives. The Company believes this encourages the named executive officers to focus at least as much on achieving long-term strategic objectives as on achieving shorter-term business objectives. Total target and actual compensation, as well as each compensation element, are established to *compensate competitively* and foster *internal equity*.

During 2009, the Compensation Committee considered introducing equity awards that would vest upon the satisfaction of specified performance goals. The Compensation Committee determined that the existing equity program already accomplishes the Company's objectives of retaining executives and motivating them to meet and exceed Company goals that are likely to result in long-term value creation. The Company expects that the Compensation Committee will review this determination periodically.

## **2009 Compensation Levels**

Generally, the Compensation Committee reviews each named executive officer's target compensation annually. In addition, the Compensation Committee may review a named executive officer's compensation in connection with the renewal of his or her employment agreement or if the executive's role or responsibilities change. In each case, Management conducts an initial review and makes a recommendation to the Compensation Committee. Management considers the following factors, among others, in making these recommendations, and the Compensation Committee considers these factors in determining whether to accept such recommendations:

- the Company's overall performance;
- stockholder return;
- compensation previously provided to the executive;
- the value of compensation provided to individuals in similar positions at peer companies; and
- whether the recommendations are consistent with the Company's compensation philosophy and key compensation principles, each as described above.

The Company generally reviews senior executive base salary and target short-term and long-term incentives each year in light of changes in responsibilities, performance and competitive factors. In the Company's recent history, this review has resulted in increased salary and in some cases changes in short- and long-term target compensation for the named executive officers (other than for Mr. Britt). However, in light of prevailing uncertainty about the

U.S. economy in late 2008 and its impact on the Company's business, Management recommended to the Compensation Committee that, for 2009, the Company freeze base salaries and short- and long-term compensation targets at 2008 levels for the named executive officers and nearly all other Company employees with the title of Vice President or above. The Compensation Committee accepted this recommendation after considering the factors noted above and reviewing market compensation data for

**Table of Contents**

similarly situated executives at peer group companies. The sources for this data are discussed immediately below.

*Competitive Comparisons.* In late 2008 and early 2009, Management and the Compensation Committee considered the appropriate competitive compensation comparisons for the Company's executive officers for 2009. They determined that, in addition to the 2009 Primary Peer Group (as defined below) representing the Company's principal competitors for executive talent, they would also consider a group of companies with similar revenue characteristics (the 2009 Secondary Peer Group and, together with the 2009 Primary Peer Group, the 2009 Peer Groups), as well as general market surveys. The Compensation Committee would review compensation data for executive officers with similar roles and responsibilities at companies within the 2009 Peer Groups and market compensation survey data to validate its 2009 compensation decisions.

*2009 Primary Peer Group.* Management proposed a primary peer group of 14 cable/satellite, telecommunications and media companies (the 2009 Primary Peer Group):

AT&T Inc.  
Cablevision Systems Corporation  
CBS Corporation  
Charter Communications Inc.  
Comcast Corporation  
DirecTV Group, Inc.  
DISH Network Corporation  
Liberty Media Corporation  
News Corporation  
QWEST Communications International, Inc.  
Sprint Nextel Corporation  
The Walt Disney Company  
Verizon Communications, Inc.  
Viacom Inc.

These were the same companies considered in 2008, except for the elimination of two companies due to their changed circumstances.

Although the median 2008 annual revenues for the 2009 Primary Peer Group was approximately equal to the Company's 2008 annual revenues (\$17.2 billion), the companies were not selected solely based on their size. The cable/satellite and telecommunications firms are direct business competitors to the Company and the media companies are all in supplier relationships with the Company. The Compensation Committee concluded that the group represents the Company's principal competition for executive talent.

Because the 2009 Primary Peer Group was the principal basis of comparison in considering the competitiveness of the named executive officers' compensation, to assist the Committee, Management aged the 2009 Primary Peer Group data, which was based upon 2008 proxy statements (i.e., 2007 compensation information), to approximate its value as of early 2009. The Company believes that each named executive officer's 2009 total direct compensation (base salary and target short- and long-term incentives) was generally consistent with comparably situated executives at companies within the 2009 Primary Peer Group.

**Table of Contents**

*2009 Secondary Peer Group.* The Compensation Committee also approved a Secondary Peer Group of 20 companies from a broad range of industries (except the financial services, healthcare, cable/satellite, telecommunications and media industries) with 2008 annual revenues of \$7.5 billion to \$32.5 billion (approximately 50% to 200% of the Company's 2008 annual revenues) and median 2008 annual revenues of \$17.7 billion. The Secondary Peer Group consists of the following companies:

Amgen Inc.  
Burlington Northern Santa Fe Corporation  
Dominion Resources, Inc.  
Eli Lilly & Company  
EMC Corporation  
Exelon Corporation  
Freeport-McMoRan Copper & Gold Inc.  
General Mills, Inc.  
Google Inc.  
Kimberly-Clark Corporation

Medtronic, Inc.  
Occidental Petroleum Corporation  
Raytheon Company  
Schering-Plough Corporation  
Textron Inc.  
The Southern Company  
Union Pacific Corporation  
Waste Management, Inc.  
Weyerhaeuser Company  
Xerox Corporation

*Market Surveys.* In addition to the 2009 Peer Groups, Management and the Compensation Committee considered, as a general reference, market compensation survey data available through a number of nationally-recognized compensation consulting firms. This data covers companies roughly comparable in size (median annual 2008 revenues of approximately \$16 billion) to the Company from a broad range of industries, including the cable/satellite, telecommunications and media industries.

*The Use of Pay Tallies.* The Compensation Committee periodically reviews pay tallies for the named executive officers (i.e., analyses of the executives' annual pay and long-term compensation with potential severance payments under various involuntary termination scenarios pursuant to the negotiated employment agreements) to help ensure that the design of the compensation program is consistent with the Company's compensation philosophy and key principles, and that the amount of compensation is within appropriate competitive parameters.

Based on the Compensation Committee's review of 2009 pay tallies, the Compensation Committee has concluded that the total compensation of the named executive officers (and, in the case of involuntary termination or change-in-control scenarios, potential payouts) is appropriate and competitive, and, therefore, did not make any adjustments based on this review.

**2009 Base Salary and Target Incentive Compensation Determinations**

As noted above, as a result of the prevailing uncertainty about the U.S. economy and its impact on the Company's business, the Compensation Committee did not increase the named executive officers' base salaries or short-term or

long-term incentive target levels for 2009. Any change in the total cash compensation ultimately paid to each named executive officer for 2009 was dependent upon payouts under the Company's annual bonus plan, which were determined in part based on the achievement of certain Company financial performance goals, and in part based on each executive's performance against individual goals. The ultimate value of the named executive officers' 2009 long-term incentive awards will depend on future stock performance. The Company believes that its compensation philosophy and key principles, and the other factors noted above, were properly reflected in the 2009 target and actual compensation for each named executive officer, including base salary, short-term and long-term incentives, and the mix of compensation elements.

Each named executive officer's 2009 base salary and target short-term and long-term incentive compensation were as follows:

*Mr. Britt.* The Compensation Committee reviewed Mr. Britt's 2009 compensation in January 2009. Under Mr. Britt's then-current employment agreement, he was to receive a minimum annual salary of \$1 million, the right to participate in the Company's annual bonus plan with a target award of \$5 million (500% of base salary) and long-term incentives valued at \$6 million (600% of base salary).



## **Table of Contents**

Effective August 3, 2009, Mr. Britt's employment agreement with the Company, which had been slated to expire on December 31, 2009, was renewed through December 31, 2012. In part to ensure the competitiveness of his total compensation under the renewal agreement, and to induce him to enter into the agreement, the Compensation Committee authorized a stock option grant to Mr. Britt valued at \$2 million, which award was made on August 3, 2009 and was in addition to the regular annual stock option grant he had received earlier in the year. Under his prior agreement, Mr. Britt's annual bonus had been capped at \$6.25 million but under his new agreement, such cap was eliminated, subject to the limits imposed under the Company's annual bonus plan. The Company believes that by making this change, Mr. Britt's maximum bonus opportunity expressed as a percentage of his target bonus became consistent with the bonus structure of the other named executive officers as well as the maximum general bonus opportunity (as a percentage of the target) for chief executive officers of companies within the 2009 Primary Peer Group. This change was made retroactive to January 1, 2009. The other compensation elements contemplated by Mr. Britt's new employment agreement generally became effective January 1, 2010. See Employment Agreements Glenn A. Britt.

*Mr. Hobbs.* The Compensation Committee reviewed Mr. Hobbs's 2009 compensation in January 2009. Under Mr. Hobbs's then-current employment agreement, he was to receive a minimum annual salary of \$900,000, the right to participate in the Company's annual bonus plan with a target award of \$2.1 million and long-term incentives valued at \$3 million.

On December 31, 2009, Mr. Hobbs entered into a new employment agreement, effective January 1, 2010. See Employment Agreements Landel C. Hobbs.

*Mr. Marcus.* The Compensation Committee reviewed Mr. Marcus's 2009 compensation in January 2009. Under Mr. Marcus's then-current employment agreement, he was to receive a minimum annual salary of \$800,000, the right to participate in the Company's annual bonus plan with a target award of \$1.4 million and long-term incentives with a value of \$1.8 million.

On December 31, 2009, Mr. Marcus entered into a new employment agreement, effective January 1, 2010. See Employment Agreements Robert D. Marcus.

*Mr. LaJoie.* The Compensation Committee reviewed Mr. LaJoie's 2009 compensation in January 2009. Mr. LaJoie's then-current employment agreement provided for a minimum annual salary of \$525,000 and the right to participate in the Company's annual bonus plan with a target award of \$525,000. The Compensation Committee had established his 2009 long-term incentive target value at \$918,750.

*Mr. Lawrence-Apfelbaum.* The Compensation Committee reviewed Mr. Lawrence-Apfelbaum's 2009 compensation in January 2009. Mr. Lawrence-Apfelbaum's then-current employment agreement provided for a minimum annual salary of \$550,000 and the right to participate in the Company's annual bonus plan with a target award of \$550,000. The Compensation committee had established his long-term incentive target value at \$880,000.

## **2009 Short-Term Incentive Program and Awards**

The Company's short-term incentive payments to the named executive officers for 2009 were made under the 2009 Time Warner Cable Incentive Plan (the 2009 TWCIP). Although the 2009 TWCIP guides the Compensation Committee in determining the amount of the awards to the named executive officers, the awards were also subject to the conditions and limitations imposed under the Time Warner Cable Inc. 2007 Annual Bonus Plan (the Bonus Plan), which is intended to comply with Section 162(m) of the Internal Revenue Code.

### **2009 TWCIP**

In early 2009, Management recommended that the Compensation Committee establish Company-wide financial goals, and individual goals, that would be used to determine payments under the 2009 TWCIP and to guide the Compensation Committee's determinations with respect to cash bonuses for executive officers under the Bonus Plan, as described below. Management proposed that the 2009 TWCIP performance goals for the named executive officers be based 70% on Company-wide financial performance and 30% based on each

## Table of Contents

executive officer's personal goals (based 15% on each named executive officer's efforts to further the Company's mission and values, and 15% on each named executive officer's other individual goals). As used in this document, unless the context otherwise requires, the term "individual goals" refers to the named executive officers' mission and values goals and their other individual goals. These goals are discussed below.

The Compensation Committee approved the 2009 TWCIP structure recommended by Management in February 2009 and established the following funding ranges for the Company-wide financial goals and individual goals:

With respect to the financial performance component of the 2009 TWCIP, subject to the Company's achieving a minimum financial performance threshold, each named executive officer was eligible to receive between 50% and 175% of his target annual bonus.

With respect to the mission and values and other individual performance components of the 2009 TWCIP, each named executive officer was eligible to receive between 50% and 150% of his target annual bonus.

As an overall limitation, no 2009 TWCIP participant was eligible to receive a payout equal to more than 150% of his target annual bonus.

2009 TWCIP Financial Goals. The Compensation Committee determined that, for purposes of the 2009 TWCIP, the Company's financial performance would be measured by reference to the Company's Operating Income (Loss) before depreciation of tangible assets and amortization of intangible assets for the year ended December 31, 2009 (after certain non-discretionary adjustments) (2009 adjusted OIBDA) less capital expenditures. Management and the Compensation Committee determined that, for 2009, adjusted OIBDA less capital expenditures would be an important indicator of the operational strength and performance of the Company's business, including the ability to provide cash flows to service debt. This metric would also capture the Company's ability to adjust expenses and capital spending as appropriate in an economic environment in which revenue was expected to be more unpredictable than usual.

If, following all non-discretionary adjustments made by the Compensation Committee, the Company did not meet a threshold level of financial performance (\$2.700 billion in 2009 adjusted OIBDA less capital expenditures), no bonus payment would be made with respect to the financial performance component. If 2009 adjusted OIBDA less capital expenditures exceeded a maximum goal (\$3.600 billion), the Company financial performance score would be 175%. However, if 2009 adjusted OIBDA less capital expenditures was above the threshold but below the maximum goal, the Compensation Committee would determine the financial performance score in its sole discretion (but within the 50% and 175% parameters established by the 2009 TWCIP (and the limits established by the Bonus Plan)).

2009 TWCIP Mission and Values and other Individual Goals. In an effort to establish a unique company culture following the Company's separation from Time Warner, and to enhance its competitiveness in the marketplace, the Company in 2009 defined a new mission and enunciated a set of values for the Company and its employees (the mission and values). The Company's mission is to connect people and businesses with information, entertainment and each other...and to give customers control in ways that are simple and easy. The Company's values are initiative, innovation, excellence, inclusion, teamwork, integrity and community.

In light of the importance of the mission and values effort, the Compensation Committee determined that each named executive officer should be assessed in part on the concrete, demonstrable steps he took during 2009 to further the Company's mission and values. One half of each named executive officer's individual assessment was based on this goal (i.e., 15% of the overall 2009 TWCIP) and the remaining half on the officer's other individual goals, which are described below.

Mr. Britt's 2009 individual goals reflected the Company's strategic objectives and included completing the transition to a standalone public company following the separation from Time Warner; focusing the organization on growth of its commercial business; better defining the Company's wireless strategy and

**Table of Contents**

products and beginning to roll out wireless products; exploring new business opportunities; developing and implementing a 2009 diversity plan; and enhancing TWC's brand and marketing efforts.

The individual goals for each of the other named executive officers were intended to support the Company's strategic objectives and Mr. Britt's individual goals, but were tailored to the executive's particular role and areas of responsibility.

Mr. Hobbs's 2009 individual goals included continuing an ongoing operational reorganization effort; refining the goals and organization of the Company's commercial business; more effective marketing; furthering the Company's advanced advertising initiatives; overseeing a process to identify and, where appropriate, mitigate risks facing the Company; improving operating results; and supporting the Company's diversity efforts.

Mr. Marcus's 2009 individual goals included effective management of the departments reporting to him (finance, tax, treasury, investments, investor relations, programming and human resources); completing the transition to a standalone public company following the Company's separation from Time Warner; managing the Company's capital structure; ensuring strong internal controls; and supporting the Company's diversity efforts.

Mr. LaJoie's 2009 individual goals included developing long-term technology strategies; supporting the Company's new business initiatives; managing technology changes, including the digital television transition; continuing to develop and support the Company's set-top box guides; talent planning for key roles within the Company's technology group; and supporting the Company's diversity efforts.

Mr. Lawrence-Apfelbaum's 2009 individual goals included overseeing the Law and Business Affairs departments; ensuring that the Company's policies and procedures reflect the highest business and ethical standards; providing leadership in the areas of public policy and strategy; ensuring compliance with applicable laws and regulations; and supporting the Company's diversity efforts.

In light of their qualitative and subjective nature, the individual goals established for the named executive officers did not have a minimum threshold performance level. Other than weighting the individual performance assessment half on mission and values efforts and half on the other individual goals, no specific weighting was assigned to any individual goal.

2009 Short-Term Incentive Program Award Determination. In early 2010, the Compensation Committee determined the Company's 2009 adjusted OIBDA less capital expenditures for TWCIP purposes based on the Company's publicly reported OIBDA less capital expenditures and certain non-discretionary adjustments thereto. The Company's adjusted OIBDA less capital expenditures for TWCIP purposes of \$3.295 billion exceeded the threshold goal but was below the maximum goal. As a result, the Compensation Committee exercised its discretion in determining the Company's overall financial performance under the 2009 TWCIP. Pursuant to the 2009 TWCIP, in exercising this discretion, the Compensation Committee was able to consider, among other factors:

the Company's 2009 financial performance relative to the threshold and maximum goals,

the Company's performance relative to its budget,

the Company's performance relative to its 2008 results,

the Company's performance relative to that of other cable operators,

Management's recommendation for the Company financial performance score, and

the external business environment and market conditions.

After deliberation, which included consideration of the factors described above, among others, the Compensation Committee established a 2009 Company performance score of 125%, which was consistent with Management's recommendation.

**Table of Contents**

In connection with the Compensation Committee's assessment of the named executive officers' individual performances, Mr. Britt completed a self-assessment and discussed it with the Compensation Committee. Based in part on this assessment and the Compensation Committee's deliberations, which were conducted in executive session without Management, the Compensation Committee determined that Mr. Britt's performance against his mission and values goal merited an assessment of 125% and that his performance against his other individual goals also merited an assessment of 125%. A summary of each assessment follows:

*Mission and values performance.* The Compensation Committee reviewed a number of concrete steps taken to support the Company's mission and values under Mr. Britt's executive leadership. These included communicating the mission and values throughout the organization through site visits and training programs, as well as pursuing numerous initiatives intended to help the Company connect people and businesses with information, entertainment and each other...and to give customers control in ways that are simple and easy.

*Other individual performance.* The Compensation Committee determined that, under Mr. Britt's executive leadership, the Company had successfully completed the transition to a standalone company following its March 2009 separation from Time Warner, had created greater organizational focus around its commercial business, had made progress toward defining a wireless strategy (and had launched a wireless data service), had explored certain new business opportunities, had developed and implemented a 2009 diversity plan and had enhanced the Company's branding and marketing.

In addition, Mr. Britt discussed with the Compensation Committee his assessment of the individual performances of each of the other named executive officers. Based in part on this assessment and the Compensation Committee's deliberations, which were conducted in executive session without Management, the Compensation Committee determined that each of other named executive officers had fulfilled his mission and values goal (and that each named executive officer's performance in this area merited an assessment of 125%) and his other individual goals (and that each named executive officer's individual performance merited an assessment of 125%, except for Mr. LaJoie who received an assessment of 130%).

Based on the Compensation Committee's determinations with respect to the Company's financial performance, and its generally positive assessment of Mr. Britt's and each of the other named executive officers' individual performances, the Subcommittee exercised its discretion under the Bonus Plan to award the following 2009 annual bonuses to the named executive officers:

<b>Executive Officer</b>	<b>Target 2009 Short- Term Incentive</b>	<b>Actual 2009 Short-Term Incentive Paid</b>	<b>TWCIP Percentage Applied to Target 2009 Short-Term Incentive Target</b>
Glenn Britt	\$ 5,000,000	\$ 6,250,000	125%
Robert Marcus	\$ 1,400,000	\$ 1,750,000	125%
Landel Hobbs	\$ 2,100,000	\$ 2,625,000	125%
Mike LaJoie	\$ 525,000	\$ 660,188	125.75%
Marc Lawrence-Apfelbaum	\$ 550,000	\$ 687,500	125%

**Bonus Plan**

In order to ensure that the short-term incentive awards are deductible under Section 162(m), additional conditions and limitations on awards are imposed under the Bonus Plan. The Bonus Plan for the named executive officers was approved by the Company's stockholders in May 2007. Pursuant to the Bonus Plan, a subcommittee of the Compensation Committee, whose members are outside directors as defined in Section 162(m) (the Subcommittee), annually establishes objective performance criteria that determine the maximum bonus pool from which the named executive officers' bonuses can be paid and a maximum allocation for each named executive officer.

Under the objective criteria established by the Subcommittee, an aggregate 2009 maximum bonus pool was established equal to 7.5% of the amount by which the Company's 2009 adjusted OIBDA of \$6.526 billion



**Table of Contents**

exceeded \$5.8 billion. This maximum pool was to be allocated among Mr. Britt (40%), Mr. Hobbs (12%), Mr. Marcus (8%), Mr. LaJoie (4%), Mr. Lawrence-Apfelbaum (4%) and four other executive officers (4% each) with the remainder of the maximum pool (16%) not available for any executive officer. However, under the objective criteria adopted by the Subcommittee, the amount available for each executive officer could not exceed 200% of the officer's target short-term incentive compensation. As a result, for 2009, the maximum aggregate amount available for bonuses to the named executive officers under the Bonus Plan was approximately \$19.1 million (\$10.0 million for Mr. Britt; \$4.2 million for Mr. Hobbs; \$2.8 million for Mr. Marcus; \$1.05 million for Mr. LaJoie; and \$1.1 million for Mr. Lawrence-Apfelbaum) and approximately \$3.2 million was available for bonuses to other of the Company's executive officers.

As discussed above, in awarding 2009 bonuses to each named executive officer, the Subcommittee exercised its discretion to reduce the maximum amount available for each executive officer under the Bonus Plan's pool. The basis for this exercise of negative discretion was the criteria established under the 2009 TWCIP.

**2009 Long-Term Incentive Program and Awards**

The Company's LTI program consists of a combination of RSUs and stock options awarded under the Time Warner Cable Inc. 2006 Stock Incentive Plan, as amended (the "TWC Stock Incentive Plan").

*2009 Target Long-Term Incentive Mix.* Consistent with the Company's compensation philosophy and principles, executives with a high level of strategic impact on the Company's success receive a greater relative proportion of their long-term compensation in the form of stock options (as compared with RSUs) than other employees. The Company believes this is appropriate because the ultimate value of stock options is more performance-dependent than RSUs. For the 2009 LTI program (like the 2008 program), the Compensation Committee elected to provide LTI compensation to executive officers 60% as stock options and 40% as RSUs. For approximately 85 other senior, non-executive officers, the 2009 LTI target mix was 50% stock options and 50% RSUs, and for the balance of the roughly 1,250 employees who received 2009 LTI grants under the TWC Stock Incentive Plan, the target mix was one-third stock options and two-thirds RSUs.

*2009 Equity Awards.* Each named executive officer received an annual award of stock options and RSUs with an aggregate value equal to the target LTI compensation previously established by the Compensation Committee. The number of stock options awarded was determined by reference to the average Black-Scholes valuation for the Company's stock options over a ten-day period selected by the Compensation Committee. The number of RSUs awarded was determined by reference to the average closing price of the Company's Common Stock over the same ten-day period.

The 2009 annual LTI awards were made on February 13, 2009, pursuant to Compensation Committee authorization. The stock options were granted with an exercise price equal to the closing price of the Company's Class A common stock on the grant date. The stock options vest in four equal installments on each of the first four anniversaries of the date of grant and have a ten-year term from the date of grant. The RSUs vest in two equal installments on the third and fourth anniversaries of the date of grant. The Company believes that the multi-year vesting schedules for stock options and RSUs encourage executive retention and emphasize a longer-term perspective. The stock options and RSUs provide for accelerated vesting upon a termination of employment after reaching a specified age and years of service and upon certain involuntary terminations of employment.

All of the named executive officers received stock options and some received RSU awards to offset the loss of economic value associated with forfeitures or shortened exercise periods of Time Warner equity awards as a result of the Separation. See "Separation from Time Warner" "Make-up Awards."

**Risk Assessment**

During 2009, the Compensation Committee conducted a risk assessment of the named executive officers compensation. As part of the risk assessment, the Compensation Committee reviewed the key design features

## **Table of Contents**

of the Company's 2009 incentive programs, the nature of the risks that these features might give rise to and certain mitigating factors.

The Compensation Committee concluded that the Company's executive incentive programs do not incentivize excessive risk taking or inappropriate conservatism in behavior and decisionmaking. Among the factors giving rise to the Compensation Committee's determination were the following:

The Company's compensation programs for the named executive officers provide a balanced mix of cash and equity, stock options and RSUs, and annual and longer-term incentives.

Short-term incentives are designed to require the Company to reach stretch (but not unrealistic) targets and provide for a range of potential payout levels depending on performance above a minimum threshold level.

Maximum annual bonus payout levels are limited to 150% of target compensation.

The Compensation Committee has significant discretion in determining payouts under the Company's annual cash bonus plans and can use its discretion to ensure that neither excessive risk-taking nor inappropriate conservatism in decisionmaking is rewarded.

Although not a direct result of the 2009 risk assessment, the Company is instituting certain changes to its compensation programs and practices for 2010. See [Looking Forward](#).

## **Ownership and Retention Guidelines**

During 2009, the Compensation Committee considered imposing a requirement that certain senior officers hold designated levels of Company stock and/or RSUs (ownership guidelines). The Compensation Committee declined to adopt such guidelines, determining that the named executive officers' holdings of Company stock options and unvested RSUs provided a sufficient level of personal exposure to the value of the Company's stock to support alignment with the interests of the Company's stockholders.

The Compensation Committee also was concerned, under current circumstances, that ownership guidelines would result in the Company's executive officers having an excessive proportion of their personal wealth in the Company's stock, limiting diversification and prudent personal wealth management, and thereby potentially resulting in inappropriately conservative behavior and decisionmaking in an effort to preserve the value of their holdings.

The Company expects that the Compensation Committee will monitor the named executive officers' Company stock holdings and review its ownership guidelines determination annually.

## **Perquisites**

The Company provides some limited perquisites to the named executive officers. The Company believes these perquisites facilitate the operation of its business, allow named executive officers to better focus their time, attention and capabilities on their Company activities, address safety and security concerns, and assist the Company in recruiting and retaining key executives.

The Company's perquisites for its named executive officers in 2009 included reimbursement for financial services and, in the case of Mr. Britt, a car allowance (eliminated in 2010) as well as a Company-provided car and specially-trained driver in light of security concerns. At the request of the Company's Board, Mr. Britt uses Company-owned or leased aircraft for business and personal travel under most circumstances. With CEO approval, personal use of the aircraft is

occasionally permitted by the Company's other executive officers (including for their family members) on flights that are or would be scheduled for business purposes. The Company imputes income to executive officers who make personal use of Company aircraft as and when required under applicable tax rules.

## **Table of Contents**

### **Benefits**

The Company maintains defined benefit and defined contribution retirement programs for its employees in which the Company's named executive officers participate. The objective of these programs is to help provide financial security into retirement, reward and motivate tenure and recruit and retain talent in a competitive market. In addition to the Company's tax-qualified defined benefit plan, the Company maintains a nonqualified defined benefit plan in which the named executive officers participate. The tax-qualified defined benefit plan has a maximum compensation limit and a maximum annual benefit, which limit the benefit to participants whose compensation exceeds these limits. In order to provide retirement benefits commensurate with salary levels, the nonqualified defined benefit plan provides benefits to key salaried employees, including the named executive officers, using the same formula for calculating benefits as is used under the tax-qualified defined benefit plan but taking into account compensation in excess of the compensation limitations for the tax-qualified defined benefit plan (up to an aggregate limit of \$350,000 per year) and maximum benefit accruals for the tax-qualified plan. See Pension Plans.

The Company sponsors other nonqualified deferred compensation plans to which contributions by the Company or employees are no longer permitted. See Nonqualified Deferred Compensation.

### **Employment Agreements**

Each of the named executive officers is employed pursuant to a multi-year employment agreement that reflects the individual negotiations with the relevant named executive officer. The Company has long used such agreements to foster retention, to be competitive and to protect the business with restrictive covenants, such as non-competition, non-solicitation and confidentiality provisions. The employment agreements provide for severance pay in the event of the termination of the executive's employment without cause, which serves as consideration for the restrictive covenants, provides financial security to the executive, and allows the executive to remain focused on the Company's interests at all times.

During 2009, the Company's CEO, Chief Operating Officer and Senior Executive Vice President and Chief Financial Officer entered into new employment agreements. The Company's other two named executive officers entered into amendments to their respective employment agreements during 2009. The employment agreement for each named executive officer is described in detail in this Proxy Statement under Employment Agreements and Potential Payments upon Termination or Change in Control.

### **Tax Deductibility of Compensation**

Section 162(m) generally disallows a tax deduction to public corporations for compensation in excess of \$1,000,000 in any one year with respect to each of its Chief Executive Officer and three most highly paid executive officers (other than the Chief Financial Officer) with the exception of compensation that qualifies as performance-based compensation. The Compensation Committee considers Section 162(m) implications in making compensation recommendations and in designing compensation programs for the executives. In this regard, the Bonus Plan and the TWC Stock Incentive Plan were submitted and approved by stockholders in May 2007 so that compensation paid under those plans may qualify as performance-based compensation under Section 162(m). However, the Compensation Committee retains the discretion to pay compensation that is not deductible when it determines that to be in the best interests of the Company and its stockholders. For 2009, the Company believes that the salary and cash bonuses paid to the named executive officers subject to Section 162(m) will be deductible, except for certain amounts primarily related to payments under the 2006-2008 Cash Long-Term Incentive Plan, which were fully paid out in early 2009, and the vesting of RSUs in 2009.

### **Separation from Time Warner**

In connection with the Separation, in March 2009, the Company paid the Special Dividend on its Common Stock and effectuated a 1-for-3 Reverse Stock Split. The Special Dividend was \$10.27 per share (\$30.81 per share after adjustment for the Reverse Stock Split). The impact of these events on the Company's LTI program is discussed below.

**Table of Contents**

*Company RSUs.* As required under the TWC Stock Incentive Plan, the number of RSUs held by each holder was adjusted to reflect the Reverse Stock Split. In connection with the payment of the Special Dividend, under the Company's award agreements, RSU holders were to be credited with a deferred cash payment of \$10.27 for each share of Company Common Stock underlying their RSUs (without interest) until the vesting of the related RSUs. Based on Management's recommendation, the award agreements were amended to give holders the option of receiving additional RSUs (the Special Dividend RSUs) in lieu of this retained cash distribution (the Special Dividend retained cash distribution). The Compensation Committee determined that providing this option would enable employees to maintain their equity interest in the Company and thus facilitate the alignment of their interests with those of stockholders.

RSU holders wishing to receive the additional Special Dividend RSUs in lieu of the Special Dividend retained cash distribution were required to make such election by December 22, 2008. The number of Special Dividend RSUs awarded on March 12, 2009, the Special Dividend payment date, to those holders who made such an election was equal to the product of the Special Dividend and their outstanding RSUs divided by the Common Stock closing price on the Special Dividend payment date (\$8.33 per share (\$24.99 after adjustment for the Reverse Stock Split)). The Special Dividend RSUs and the Special Dividend retained cash distribution have the same vesting dates as the related RSUs.

*Company Stock Options.* In connection with the payment of the Special Dividend and the Reverse Stock Split, the Compensation Committee authorized equitable adjustments (the antidilution adjustments) to the number of shares covered by, and the exercise prices of, outstanding Company stock options, to maintain the fair value of those awards. These antidilution adjustments were made pursuant to the existing antidilution provisions of the TWC Stock Incentive Plan and the related award agreements. As an example of the operation of these adjustments, an employee holding stock options representing the right to purchase 1,000 shares of Common Stock at \$37.05 per share before the Special Dividend payment, the Reverse Stock Split and the antidilution adjustments described above, would have stock options to purchase 772 shares of Common Stock at \$47.95 per share after the antidilution adjustment.

*Make-up Awards.* As a result of the Separation, under the terms of Time Warner's equity plans and related award agreements, Company employees with outstanding Time Warner equity awards, including the named executive officers, were treated as if their employment with Time Warner was terminated without cause as of March 12, 2009. This resulted in most of the Company's employees forfeiting their unvested Time Warner stock options and in the truncation of the exercise periods for their vested Time Warner stock options (to one year after the Separation in most cases). Most Company employees holding Time Warner RSUs vested in these RSUs pro rata upon Separation (i.e., based on the number of days elapsed between the original grant date and the original vesting date) and forfeited the remainder of their RSUs awards.

Company employees who qualified as retirement eligible under the Time Warner equity plans at the time of Separation received different treatment. Among the named executive officers, Mr. Britt qualified as retirement eligible under the Time Warner plans and, as a result, his Time Warner stock options and RSUs vested upon the Separation. Under the terms of Mr. Marcus's then-current employment agreement, his Time Warner stock options and RSUs also vested upon Separation. Mr. Britt's and Mr. Marcus's Time Warner stock options remain exercisable for five years and three years, respectively, following the Separation (but not beyond their original expiration dates).

Pursuant to a plan approved by the Compensation Committee in August 2008, in March 2009, the Compensation Committee approved make-up grants of Company stock options and RSUs (the Separation-related make-up awards), or in certain instances, cash payments, to Company employees intended to offset the loss of economic value in Time Warner equity awards as a result of the Separation. The Separation-related make-up awards were designed to offset the loss of economic value in Time Warner equity awards as a result of the Separation. The specific terms of the named executive officers' Separation-related make-up awards were approved by the Compensation Committee on

May 8, 2009 with a grant date of May 11, 2009.



## **Table of Contents**

### **Looking Forward**

The Company's Management and the Compensation Committee have evaluated the structure of the short-term and long-term incentive programs. While the Company believes that the philosophy, key principles and compensation elements in place for 2009 are still generally appropriate for 2010, the Company has instituted a number of changes to its compensation practices that will generally become effective in 2010:

Consistent with the employment agreements that the CEO, Chief Operating Officer and Chief Financial Officer entered into during 2009, the Company is using a new form of executive employment agreement that contains:

- Ø a clawback feature, which allows the Company to recover certain compensation paid to the executive if it subsequently determines that the compensation was not properly earned;
- Ø a double trigger change-in-control provision, which limits change-in-control severance benefits to circumstances in which the Company undergoes a *bona fide* change in control and the executive is terminated (a similar provision is incorporated into the equity award agreements); and
- Ø no potential for an executive to receive gross up payments in respect of the executive's tax liability.

For 2010, the Company's Chief Operating Officer and Chief Financial Officer will both receive a larger percentage of their total direct compensation in the form of long-term incentive compensation than in 2009.

For 2010, partially in response to increasing compensation levels at companies in the 2009 Primary Peer Group, each of the Company's named executive officers received an increase in total compensation, including an increase in base salary and, in some cases, short-term and long-term incentive targets. See Employment Agreements. )

For 2010, the Company has increased the portion of the annual cash bonus attributable to Company financial performance from 70% to 80%, and has increased the number of financial measures used to determine the Company's financial performance.

### **Compensation Committee Report**

The Compensation Committee has reviewed and discussed the Compensation Discussion and Analysis with Management and, based on such review and discussions, the Compensation Committee recommended to the Board of Directors that the Compensation Discussion and Analysis be included in this Proxy Statement and the Company's Annual Report on Form 10-K (by reference).

#### *Members of the Compensation Committee*

Peter R. Haje (Chair)  
Carole Black

Thomas H. Castro  
N.J. Nicholas, Jr.

**Table of Contents****Summary Compensation Table**

The following table presents information concerning total compensation paid to the Company's Chief Executive Officer, Chief Financial Officer and each of its three other most highly compensated executive officers who served in such capacities on December 31, 2009 (collectively, the named executive officers). Additional information regarding salary, incentive compensation and other components of the named executive officers' total compensation is provided under Compensation Discussion and Analysis.

**SUMMARY COMPENSATION TABLE**

Principal Position	Year	Salary	Bonus	Stock Awards(3)	Option Awards(4)	Non-Equity Incentive Plan Compensation(5)	Change in Pension Value and Nonqualified Deferred Compensation(6)	All Other Compensation(7)	
							Earnings(6)		
Mr. Britt(1)	2009	\$ 1,000,000		\$ 2,324,387	\$ 5,923,289	\$ 6,250,000	\$ 177,092	\$ 264,621	\$ 13,619,396
President	2008	\$ 1,000,000		\$ 2,860,050	\$ 4,042,042	\$ 6,434,270	\$ 120,950	\$ 82,534	\$ 13,439,896
Executive Officer	2007	\$ 1,000,000		\$ 4,444,481	\$ 2,369,660	\$ 7,825,671	\$ 36,370	\$ 89,896	\$ 15,765,088
Mr. Marcus(2)	2009	\$ 800,000		\$ 697,338	\$ 1,126,614	\$ 1,750,000	\$ 34,790	\$ 24,447	\$ 4,432,189
Executive Officer	2008	\$ 800,000		\$ 858,037	\$ 1,131,697	\$ 1,970,711	\$ 22,160	\$ 30,352	\$ 4,882,857
President and Chief Executive Officer	2007	\$ 700,000		\$ 1,000,017	\$ 473,976	\$ 1,249,500	\$ 26,260	\$ 12,986	\$ 3,462,739
Mr. Hobbs	2009	\$ 900,000		\$ 1,346,336	\$ 1,886,773	\$ 2,625,000	\$ 30,920	\$ 32,337	\$ 6,821,366
Executive Officer	2008	\$ 895,192		\$ 1,430,025	\$ 1,886,161	\$ 3,024,849	\$ 8,160	\$ 48,546	\$ 7,242,933
	2007	\$ 850,000		\$ 1,814,820	\$ 860,178	\$ 2,802,933	\$ 24,330	\$ 44,845	\$ 6,552,176
Mr. Joie	2009	\$ 525,000		\$ 399,712	\$ 639,941	\$ 660,188	\$ 66,530	\$ 16,635	\$ 2,291,306
Vice President	2008	\$ 525,000		\$ 437,959	\$ 577,645	\$ 858,807	\$ 44,150	\$ 14,911	\$ 2,048,512
Technology Officer	2007	\$ 480,000		\$ 622,255	\$ 294,917	\$ 1,033,762	\$ 50,370	\$ 14,297	\$ 2,485,301
Mr. Lawrence-Apfelbaum	2009	\$ 550,000		\$ 382,495	\$ 659,134	\$ 687,500	\$ 66,690	\$ 16,490	\$ 2,285,819
Vice President, Counsel and Secretary									

(1) Mr. Britt became Chairman of the Board effective March 12, 2009 and continues to serve as President and Chief Executive Officer.

(2) Mr. Marcus became Senior Executive Vice President and Chief Financial Officer on January 1, 2008, having served as Senior Executive Vice President prior thereto.

(3) Amounts set forth in the Stock Awards column represent the aggregate grant date fair value of TWC RSU awards granted by the Company in each year included in the table, as computed in accordance with FASB

*Accounting Standards Codification* (ASC), Topic 718 (formerly FAS 123R) ( FASB ASC Topic 718 ), disregarding estimates of forfeitures related to service-based vesting conditions. These amounts were calculated based on the closing sale price of the Common Stock on the NYSE on the date of grant. See Outstanding Equity Awards. For information about the assumptions used in these calculations, see Note 13 to the Company's audited consolidated financial statements included in its Annual Report on Form 10-K for the fiscal year ended December 31, 2009 (the 2009 Form 10-K ). The amounts set forth in the Stock Awards column do not represent the actual value that may be realized by the named executive officers. See Grants of Plan-Based Awards.

- (4) Amounts set forth in the Option Awards column represent the aggregate grant date fair value of stock option awards with respect to Common Stock granted by the Company in each year included in the table, as computed in accordance with FASB ASC Topic 718, disregarding estimates of forfeitures related to service-based vesting conditions. For information about the assumptions used in these calculations, see Notes 3 and 13 to the 2009 Form 10-K and footnote (4) to the table below entitled Grants of Plan-Based Awards During 2009. The actual value, if any, that may be realized by an executive officer from any stock option will depend on the extent to which the market value of the Common Stock exceeds the exercise price of the option on the date the option is exercised. Consequently, there is no assurance that the value realized by an executive officer will be at or near the value estimated above. These amounts should not be used to predict stock performance. None of the stock options reflected in the table was awarded with tandem stock appreciation rights.
- (5) Amounts set forth in the Non-Equity Incentive Plan Compensation column for 2009 and earlier years represent amounts paid pursuant to the Company's Bonus Plan and TWCIP and, for 2008 and 2007, also include payments under the 2006 and 2005 Cash Long-Term Incentive Plans, which were three-year, performance-based cash award plans. For additional information regarding the Compensation Committee's determinations with respect to annual bonus payments under the Bonus Plan and TWCIP, see Compensation Discussion and Analysis 2009 Short-Term Incentive Program and Awards.

**Table of Contents**

(6) These amounts represent the aggregate change in the actuarial present value of each named executive officer's accumulated pension benefits under the Time Warner Cable Pension Plan, the Time Warner Cable Excess Benefit Pension Plan, the Time Warner Pension Plan and the Time Warner Excess Benefit Pension Plan, to the extent the named executive officer participates in these plans. See the Pension Benefits Table and Pension Plans for additional information regarding these benefits. The named executive officers did not receive any above-market or preferential earnings on compensation deferred on a basis that is not tax qualified.

(7) Amounts shown in the All Other Compensation column for 2009 include the following:

(a) Pursuant to the TWC Savings Plan, a tax-qualified defined contribution plan available generally to TWC employees, for the 2009 plan year, each of the named executive officers deferred a portion of his annual compensation and TWC contributed \$11,000 as a matching contribution on the amount deferred by each named executive officer.

(b) The Company maintains a program of life and disability insurance generally available to all salaried employees on the same basis. This group term life insurance coverage was reduced to \$50,000 for each of Messrs. Britt, Marcus, Hobbs and Lawrence-Apfelbaum who were each given a cash payment to cover the cost of specified coverage under a voluntary group program available to employees generally (GUL insurance). For 2009, this cash payment was \$25,152 for Mr. Britt, \$2,592 for Mr. Marcus, \$2,160 for Mr. Hobbs and \$5,490 for Mr. Lawrence-Apfelbaum. Mr. LaJoie elected to receive group term life insurance available generally to employees as well as supplemental group term life insurance coverage provided by the Company and was taxed on the imputed income. For 2009, the Company paid \$5,635 for Mr. LaJoie's supplemental life insurance coverage. For a description of life insurance coverage for certain executive officers provided pursuant to the terms of their employment agreements, see Employment Agreements.

(c) The amounts of personal benefits shown in this column for 2009 consist of the aggregate incremental cost to the Company of: for Mr. Britt, reimbursement of fees for financial services of \$71,323 and transportation-related benefits of \$157,146 related to personal use of corporate-owned aircraft (\$128,305) (based on fuel, landing, repositioning and catering costs and crew travel expenses related to the personal use), an automobile allowance and personal use of a Company-provided car and specially trained driver provided for security reasons (based on the cost of the car, the driver's compensation, fuel and parking and the portion of usage that was personal); and for Messrs. Marcus and Hobbs, reimbursement of fees for financial services of \$10,855 and \$19,177, respectively. The Board has encouraged Mr. Britt to use corporate-owned or leased aircraft for security reasons. Mr. Britt's transportation-related benefits also include the incremental cost of his spouse accompanying him on certain business and personal trips on corporate aircraft. Mr. Hobbs and his spouse accompanied Mr. Britt on the corporate aircraft on one personal trip. There is no incremental cost to TWC for the use of the aircraft by Mr. Hobbs, his spouse or Mr. Britt's spouse under these circumstances, except for catering and TWC's portion of employment taxes attributable to the income imputed to Mr. Britt and Mr. Hobbs for tax purposes.

**Grants of Plan-Based Awards**

The following table presents information with respect to each award of plan-based compensation to each named executive officer in 2009, including (a) annual cash awards under the Bonus Plan and TWCIP and (b) awards of stock options to purchase Common Stock and TWC RSUs granted under the TWC Stock Incentive Plan.

The following table reflects (a) the antidilution adjustments to the TWC stock option exercise prices and number and class of shares underlying TWC stock options and RSUs and (b) the Separation-related make-up awards granted in May 2009. These antidilution adjustments were made in March 2009 in connection with the Separation and were intended to maintain the awards' values following the payment of the Special Dividend,



**Table of Contents**

the Reverse Stock Split and the Recapitalization. See Compensation Discussion and Analysis Separation from Time Warner.

**GRANTS OF PLAN-BASED AWARDS  
DURING 2009**

	Grant Date	Approval Date(1)	Estimated Possible Payouts Under			Stock Awards:	Option Awards:	Exercise or Base Price of Option Awards(2)
			Non-Equity Threshold	Incentive Plan Target	Awards Maximum	Number of Shares of Stock or Units	Number of Securities Underlying Options	
	(3)		\$ 2,500,000	\$ 5,000,000	\$ 7,500,000			
	2/13/2009(4)	2/13/2009					380,059	\$ 23.48
	5/11/2009(5)	5/8/2009					5,427	\$ 33.80
	8/3/2009	7/29/2009					159,873	\$ 34.24
	2/13/2009(6)	2/13/2009				95,372		
	(3)		\$ 700,000	\$ 1,400,000	\$ 2,100,000			
	2/13/2009(4)	2/13/2009					114,017	\$ 23.48
	5/11/2009(5)	5/8/2009					7,737	\$ 33.80
	2/13/2009(6)	2/13/2009				28,612		
	(3)		\$ 1,050,000	\$ 2,100,000	\$ 3,150,000			
	2/13/2009(4)	2/13/2009					190,029	\$ 23.48
	5/11/2009(5)	5/8/2009					13,596	\$ 33.80
	2/13/2009(6)	2/13/2009				47,686		
	5/11/2009(7)	5/8/2009				5,448		
	(3)		\$ 262,500	\$ 525,000	\$ 787,500			
	2/13/2009(4)	2/13/2009					58,196	\$ 23.48
	5/11/2009(5)	5/8/2009					10,176	\$ 33.80
	2/13/2009(6)	2/13/2009				14,603		
	5/11/2009(7)	5/8/2009				1,296		
	(3)		\$ 275,000	\$ 550,000	\$ 825,000			
	2/13/2009(4)	2/13/2009					55,742	\$ 23.48
	5/11/2009(5)	5/8/2009					14,404	\$ 33.80
	2/13/2009(6)	2/13/2009				6,264		
	5/11/2009(7)	5/8/2009				1,231		

(1) On May 8, 2009, the Compensation Subcommittee approved the Separation-related make-up awards to be made to the named executive officers on May 11, 2009.

(2) The exercise price for the awards of stock options under the TWC Stock Incentive Plan was determined based on the closing sale price of Common Stock on the date of grant, and, with respect to the awards on February 13, 2009, reflect the antidilution adjustments as a result of the Separation.

- (3) Reflects the threshold, target and maximum payout amounts under the 2009 TWCIP of non-equity incentive plan awards that were awarded in 2009 and were paid out in 2010 under the Bonus Plan and TWCIP. The target payout amount for each named executive officer was established in accordance with the terms of the named executive officer's employment agreement. Under the TWCIP, each maximum payout amount reflects 150% of the applicable target payout amount. For a discussion of TWCIP performance goals, see Compensation Discussion and Analysis.
- (4) Reflects awards of stock options to purchase Common Stock under the TWC Stock Incentive Plan and the full grant date fair value of each award. For information about the assumptions used in these calculations, see Notes 3 and 13 to the 2009 Form 10-K, which, among other things, presents weighted-average assumptions on a combined basis for retirement-eligible employees and non-retirement-eligible employees. The amounts provided in this table reflect specific assumptions for (a) Mr. Britt who was retirement eligible at the time of the 2009 awards, and (b) the other named executive officers, who were not retirement eligible. Specifically, the amounts with respect to February 2009 awards of stock options for the named executive officers other than Mr. Britt were calculated using the Black-Scholes option pricing model, based on the following assumptions used in developing the grant valuations for awards: an expected volatility of 33.42%, calculated using a 75%-25% weighted average of implied volatilities of TWC

**Table of Contents**

traded options and the historical stock price volatility of a comparable peer group of publicly-traded companies; an expected term to exercise of 6.49 years from the date of grant; a risk-free interest rate of 2.73%; and a dividend yield of 0%. Because Mr. Britt was retirement eligible, different assumptions were used in developing grant valuations for his February and August 2009 awards, respectively: an expected volatility of 33.71% and 35.13%; an expected term to exercise of 6.66 years from the date of grant; a risk-free interest rate of 2.78% and 3.34%; and a dividend yield of 0%. The assumptions used in the calculations of the grant date fair value of the Separation-related make-up stock option awards granted in May 2009 were based on slightly different assumptions as a result of their varied vesting and expiration dates. See Outstanding Equity Awards at December 31, 2009. The number of shares underlying these options and the exercise price reflect the antidilution adjustments.

- (5) For each named executive officer, reflects the aggregate number of stock options covered by more than one Separation-related make-up stock option award. Each of these Separation-related make-up stock option awards has the same award date and exercise price, but has different vesting and expiration dates based on the terms of the related Time Warner equity award. As a result of the different expiration dates, the assumptions used to determine the grant date fair value of these awards were slightly different. See Compensation Discussion and Analysis and Outstanding Equity Awards at December 31, 2009.
- (6) Reflects awards of RSUs under the TWC Stock Incentive Plan and the full grant date fair value of each award. See footnote (3) to the Summary Compensation Table for the assumptions used to determine the grant-date fair value of the stock awards. Each of Messrs. Britt, Marcus, Hobbs and LaJoie elected to receive the Special Dividend retained distribution on his outstanding RSUs as Special Dividend RSUs; Mr. Lawrence-Apfelbaum elected to receive the Special Dividend retained cash distribution on his outstanding RSUs. The Special Dividend RSUs issued in connection with the February 2009 award of RSUs are reflected in the stock award totals and the grant date fair values in the table, and Mr. Lawrence-Apfelbaum's Special Dividend retained cash distribution is reflected in the grant date fair value.
- (7) Reflects the Separation-related make-up RSUs under the TWC Stock Incentive Plan and the full grant date fair value of the award. See footnote (3) to the Summary Compensation Table for the assumptions used to determine the grant date fair value and Compensation Discussion and Analysis for a discussion of the reason for the award.

The stock options granted in February and August 2009 shown in the table become exercisable, or vest, in installments of 25% on the anniversary of each grant date over a four-year period, assuming continued employment, and expire ten years from the grant date. The dates on which the Separation-related make-up stock option awards become exercisable vary. The Separation-related make-up stock options awarded to (a) Mr. Marcus become exercisable three years after the Separation (March 12, 2012); (b) Mr. Britt, who is retirement eligible under the terms of the award agreement, become exercisable five years after the grant date of the related Time Warner stock option; (c) others whose Time Warner stock options were forfeited become exercisable on the schedule of the related forfeited Time Warner stock options; and (d) others whose Time Warner stock options experienced a shortened term become exercisable one year after the Separation (March 12, 2010). The stock options are subject to accelerated vesting upon the occurrence of certain events such as retirement, death or disability. The exercise price of the stock options equaled the fair market value of the Common Stock on the date of grant as adjusted pursuant to the antidilution adjustments. In addition, holders of the stock options do not receive dividends or dividend equivalents or have any voting rights with respect to the shares of Common Stock underlying the stock options.

The awards of TWC RSUs granted in February 2009 vest in equal installments on each of the third and fourth anniversaries of the date of grant, and the Separation-related make-up awards vest on the original vesting date of the related Time Warner equity award assuming continued employment and subject to accelerated vesting upon the occurrence of certain events such as retirement, death or disability. Holders of the RSUs are entitled to receive



dividend equivalents on unvested RSUs, if and when regular cash dividends are paid on outstanding shares of Common Stock and at the same rate. The awards of RSUs confer no voting rights on holders and are subject to restrictions on transfer and forfeiture prior to vesting. See Compensation Discussion and Analysis 2009 Long-Term Incentive Program and Awards.

**Table of Contents****Outstanding Equity Awards**

The following table provides information about the outstanding awards of options to purchase the Company's Common Stock and Time Warner Common Stock and the aggregate TWC and Time Warner RSUs held by each named executive officer on December 31, 2009.

The information in this table reflects (1) antidilution adjustments to the stock option exercise prices of and number and kind of shares underlying (a) TWC stock options and RSUs, as applicable, as a result of the payment of the Special Dividend, the Reverse Stock Split and the Recapitalization and (b) Time Warner stock options and RSUs as a result of Time Warner's Spin-Off Dividend, one-for-three reverse stock split and spin-off distribution of its interest in AOL Inc. and (2) the forfeiture and vesting of Time Warner stock options and RSUs and the shortened exercise periods of certain Time Warner stock options as a result of the Separation. General information about the impact of the Separation on the awards is provided in certain footnotes. See Compensation Discussion and Analysis Separation from Time Warner.

**OUTSTANDING EQUITY AWARDS AT  
DECEMBER 31, 2009**

Name	Date of Option Grant	Option Awards(1)				Stock Awards Market	
		Number of Securities Underlying Unexercised Options Exercisable	Number of Securities Underlying Unexercised Options Unexercisable	Option Exercise Price	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested(2)	Value of Shares or Units of Stock That Have Not Vested(3)
Glenn A. Britt							
Time Warner Cable						262,037	\$ 10,845,711
	4/2/2007	62,370	62,373	\$ 47.95	4/1/2017		
	3/3/2008	72,372	217,121	\$ 35.60	3/2/2018		
	2/13/2009		380,059	\$ 23.48	2/12/2019		
	5/11/2009		2,274	\$ 33.80	2/17/2015		
	5/11/2009		3,153	\$ 33.80	3/2/2016		
	8/3/2009		159,873	\$ 34.24	8/2/2019		
Time Warner							
	3/15/2000	45,137		\$ 120.04	3/14/2010		
	1/18/2001	54,162		\$ 101.70	1/17/2011		
	2/27/2001	127,546		\$ 94.12	2/26/2011		
	4/6/2001	1,891		\$ 80.10	4/5/2011		
	4/17/2001	18,455		\$ 91.73	4/16/2011		
	8/24/2001	306,910		\$ 85.06	8/23/2011		

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2/15/2002	48,144		\$ 55.36	2/14/2012
2/13/2004	108,321		\$ 35.89	2/12/2014
2/18/2005	113,136		\$ 37.32	3/12/2014
3/3/2006	87,115		\$ 36.14	3/12/2014

**Robert D.**

**Marcus**

Time Warner  
Cable

4/2/2007	14,032	14,035	\$ 47.95	4/1/2017
3/3/2008	21,711	65,136	\$ 35.60	3/2/2018
2/13/2009		114,017	\$ 23.48	2/12/2019
5/11/2009		855	\$ 33.80	2/13/2013
5/11/2009		1,697	\$ 33.80	2/12/2014
5/11/2009		1,672	\$ 33.80	2/17/2015
5/11/2009		2,572	\$ 33.80	3/2/2016
5/11/2009		941	\$ 33.80	6/20/2016

71,915 \$ 2,976,562

**Table of Contents**

Name	Date of Option Grant	Option Awards(1)			Stock Awards Market		
		Number of Securities Underlying Unexercised Options Exercisable	Number of Securities Underlying Unexercisable	Option Exercise Price	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested(2)	Value of Shares or Units of Stock That Have Not Vested(3)
Time Warner	3/15/2000	25,277		\$ 120.04	3/14/2010		
	1/18/2001	144,429		\$ 101.70	1/17/2011		
	4/6/2001	1,003		\$ 80.10	4/5/2011		
	2/15/2002	60,631		\$ 55.36	2/14/2012		
	2/14/2003	12,036		\$ 21.43	3/12/2012		
	2/13/2004	36,108		\$ 35.89	3/12/2012		
	2/18/2005	26,961		\$ 37.32	3/12/2012		
	3/3/2006	34,374		\$ 36.14	3/12/2012		
	6/21/2006	12,036		\$ 35.79	3/12/2012		
<b>Landel C. Hobbs</b>							
Time Warner Cable						126,526	\$ 5,236,911
	4/2/2007	25,467	25,470	\$ 47.95	4/1/2017		
	3/3/2008	36,186	108,560	\$ 35.60	3/2/2018		
	2/13/2009		190,029	\$ 23.48	2/12/2019		
	5/11/2009		2,724	\$ 33.80	2/12/2014		
	5/11/2009		3,461	\$ 33.80	2/17/2015		
	5/11/2009		2,869	\$ 33.80	3/2/2016		
	5/11/2009		4,542	\$ 33.80	3/2/2016		
Time Warner	3/15/2000	10,833		\$ 120.04	3/14/2010		
	10/4/2000	36,108		\$ 115.41	10/3/2010		
	1/18/2001	108,321		\$ 101.70	3/12/2010		
	9/27/2001	96,287		\$ 65.68	3/12/2010		
	2/13/2004	18,053		\$ 35.89	3/12/2010		
	2/18/2005	23,109		\$ 37.32	3/12/2010		
	3/3/2006	28,816		\$ 36.14	3/12/2010		
<b>Michael LaJoie</b>							
Time Warner Cable						40,248	\$ 1,665,865
	4/2/2007	8,731	8,733	\$ 47.95	4/1/2017		
	3/3/2008		33,248	\$ 35.60	3/2/2018		
	2/13/2009		58,196	\$ 23.48	2/12/2019		
	5/11/2009		953	\$ 33.80	2/14/2012		
	5/11/2009		2,905	\$ 33.80	2/12/2014		

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	5/11/2009		2,920	\$	33.80	2/17/2015		
	5/11/2009		1,007	\$	33.80	3/2/2016		
	5/11/2009		2,391	\$	33.80	3/2/2016		
Time Warner								
	3/15/2000	3,432		\$	120.04	3/14/2010		
	1/18/2001	6,862		\$	101.70	3/12/2010		
	2/27/2001	15,466		\$	94.12	3/12/2010		
	2/15/2002	14,443		\$	55.36	3/12/2010		
	2/13/2004	19,257		\$	35.89	3/12/2010		
	2/18/2005	19,498		\$	37.32	3/12/2010		
	3/3/2006	15,168		\$	36.14	3/12/2010		
<b>Marc Lawrence-Apfelbaum</b>								
Time Warner								
Cable							18,175	\$ 752,263
	4/2/2007	8,731	8,733	\$	47.95	4/1/2017		
	3/3/2008	10,614	31,845	\$	35.60	3/2/2018		
	2/13/2009		55,742	\$	23.48	2/12/2019		
	5/11/2009		1,905	\$	33.80	2/14/2012		
	5/11/2009		5,810	\$	33.80	2/12/2014		
	5/11/2009		3,461	\$	33.80	2/17/2015		
	5/11/2009		957	\$	33.80	3/2/2016		
	5/11/2009		2,271	\$	33.80	3/2/2016		

**Table of Contents**

Name	Date of Option Grant	Option Awards(1)				Stock Awards Market	
		Number of Securities Underlying Unexercised Options Exercisable	Number of Securities Underlying Unexercisable Options	Option Exercise Price	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested(2)	Value of Shares or Units of Stock That Have Not Vested(3)
Time Warner	3/15/2000	7,548		\$ 120.04	3/14/2010		
	1/18/2001	15,094		\$ 101.70	3/12/2010		
	2/27/2001	36,087		\$ 94.12	3/12/2010		
	2/15/2002	28,886		\$ 55.36	3/12/2010		
	2/13/2004	38,515		\$ 35.89	3/12/2010		
	2/18/2005	23,109		\$ 37.32	3/12/2010		
	3/3/2006	14,412		\$ 36.14	3/12/2010		

(1) The dates of grant of each named executive officer's TWC and Time Warner stock options outstanding as of December 31, 2009 are set forth in the table, and the vesting dates for each TWC award can be determined based on the vesting schedules described in this footnote. Except as noted below, the awards of TWC and Time Warner stock options become exercisable in installments of 25% on the first four anniversaries of the date of grant, assuming continued employment and subject to accelerated vesting upon the occurrence of certain events, including retirement, death or disability. The Time Warner stock options listed above that were granted in 2000 had a vesting schedule that provided for vesting in installments of one-third on the first three anniversaries of the date of grant. In addition, as a result of the Separation and pursuant to the terms of the award agreements and, in the case of each of Mr. Britt and Mr. Marcus, the terms of his respective employment agreement (a) the unvested portion of the 2006 award of Time Warner stock options held by Messrs. Britt and Marcus vested and those held by Messrs. Hobbs, LaJoie and Lawrence-Apfelbaum were forfeited on March 12, 2009 (the date of the Separation) and (b) the option expiration dates for vested Time Warner stock options were shortened such that those held by (i) Messrs. Hobbs, LaJoie and Lawrence-Apfelbaum expire on the earlier of the original expiration date and March 12, 2010 (the first anniversary of the Separation), except for those awarded in 2000, (ii) Mr. Marcus expire on the earlier of the original expiration date and March 12, 2012 (the third anniversary of the Separation) and (iii) Mr. Britt expire on the earlier of the original expiration date and March 12, 2014 (the fifth anniversary of the Separation). For a description of the vesting schedules of the Separation-related make-up stock options awarded on May 11, 2009, see Grants of Plan-Based Awards.

(2) This column presents the number of shares of Common Stock represented by unvested RSU awards at December 31, 2009, excluding fractional RSUs resulting from the antidilution adjustment for the Reverse Stock Split and the Special Dividend RSUs, the value of which will be paid in cash on the final vesting date of the related RSUs. The TWC RSU awards vest equally on each of the third and fourth anniversaries of the date of

grant, except for the Separation-related make-up RSUs awarded on May 11, 2009, which vest on the date of the related Time Warner award. The vesting schedules for the awards of RSUs assume continued employment and are subject to accelerated vesting upon the occurrence of certain events, including retirement, as defined in the award agreement. Messrs. Britt and LaJoie are eligible for retirement and accelerated vesting. The vesting dates for the unvested TWC RSU awards are as follows as of December 31, 2009:

<b>Name</b>	<b>Number of TWC RSUs That Have Not Vested</b>	<b>Date of Grant</b>	<b>Vesting Dates</b>
Glenn A. Britt	89,285	4/2/2007	4/2/2010 and 4/2/2011
	77,380	3/3/2008	3/3/2011 and 3/3/2012
	95,372	2/13/2009	2/13/2012 and 2/13/2013
Robert D. Marcus	20,089	4/2/2007	4/2/2010 and 4/2/2011
	23,214	3/3/2008	3/3/2011 and 3/3/2012
	28,612	2/13/2009	2/13/2012 and 2/13/2013
Landel C. Hobbs	36,457	4/2/2007	4/2/2010 and 4/2/2011
	38,690	3/3/2008	3/3/2011 and 3/3/2012
	47,686	2/13/2009	2/13/2012 and 2/13/2013
	3,693	5/11/2009	3/3/2010
Michael LaJoie	12,500	4/2/2007	4/2/2010 and 4/2/2011
	11,849	3/3/2008	3/3/2011 and 3/3/2012
	14,603	2/13/2009	2/13/2012 and 2/13/2013
	1,296	5/11/2009	3/3/2010
Marc Lawrence-Apfelbaum	5,598	4/2/2007	4/2/2010 and 4/2/2011
	5,082	3/3/2008	3/3/2011 and 3/3/2012
	6,264	2/13/2009	2/13/2012 and 2/13/2013
	1,231	5/11/2009	3/3/2010

**Table of Contents**

The Special Dividend RSUs and retained cash distribution, as applicable, were credited on each TWC RSU on March 12, 2009 and will be paid in shares of Common Stock or cash, respectively, pursuant to the holder's election, when the shares of Common Stock underlying the RSUs are distributed to the holder, subject to the terms of the underlying award. For Messrs. Britt, Marcus, Hobbs and LaJoie, each of whom elected to receive Special Dividend RSUs, the Special Dividend RSUs are included in the market value and the number of units in the table.

On March 12, 2009 as a result of the Separation, unvested Time Warner RSUs held by (a) Messrs. Britt and Marcus ceased to be subject to a risk of forfeiture and the underlying shares of Time Warner Common Stock were scheduled for distribution on the original vesting date of the related Time Warner RSU award and (b) Messrs. Hobbs, LaJoie and Lawrence-Apfelbaum were forfeited on that date (other than a pro rata portion of the next vesting installment, which ceased to be subject to a risk of forfeiture with the underlying shares of Time Warner Common Stock scheduled for distribution on their original vesting date). In addition, the number of non-forfeited Time Warner RSUs held by each of the named executive officers was adjusted as a result of certain antidilution adjustments. The shares of Time Warner Common Stock underlying such vested RSUs are shown under Options Exercised and Stock Vested during 2009.

- (3) Calculated using the NYSE closing price on December 31, 2009, of \$41.39 per share of Common Stock. Excludes the value (based on the Common Stock closing price on December 31, 2009) of the fractional RSUs resulting from the antidilution adjustment for the Reverse Stock Split and the Special Dividend RSUs, which will be paid in cash, as follows: \$19 for Mr. Britt; \$53 for Mr. Marcus; \$59 for Mr. Hobbs; \$65 for Mr. LaJoie; and \$69 for Mr. Lawrence-Apfelbaum. Mr. Lawrence-Apfelbaum elected to receive the Special Dividend retained cash distribution related to his outstanding RSUs. The market value of Mr. Lawrence-Apfelbaum's RSUs does not include the Special Dividend retained cash distribution aggregating \$522,096, which will be paid to Mr. Lawrence-Apfelbaum in cash on the respective vesting dates of the underlying RSUs.

**Option Exercises and Stock Vested**

The following table sets forth as to each of the named executive officers information on exercises of TWC and Time Warner stock options and the vesting of TWC and Time Warner RSU awards during 2009, including: (i) the number of shares of TWC and Time Warner Common Stock underlying options exercised during 2009; (ii) the aggregate dollar value realized upon exercise of such options; (iii) the number of shares of TWC and Time Warner Common Stock received from the vesting of awards of TWC and Time Warner restricted stock units during 2009; and (iv) the aggregate dollar value realized upon such vesting (based on the stock price of TWC or Time Warner Common Stock, respectively, on the vesting dates). As described above, on the date of the Separation, certain Time Warner RSUs held by the named executive officers were no longer subject to a risk of forfeiture with the underlying shares of Time Warner Common Stock scheduled for distribution on their original vesting date in 2010.

**OPTION EXERCISES AND STOCK VESTED DURING 2009**

Name	TWC Option Awards(1)		TWC Stock Awards		Time Warner Option Awards(1)		Time Warner Stock Awards	
	Number of Shares Acquired on Exercise	Value Realized on Exercise	Number of Shares Acquired on Vesting(2)	Value Realized on Vesting(2)	Number of Shares Acquired on Exercise	Value Realized on Exercise	Number of Shares Acquired on Vesting(3)(4)	Value Realized on Vesting(5)



Glenn A. Britt			87,442	\$ 771,218	13,689	\$ 261,447
Robert D. Marcus					7,846	\$ 161,387
Landel C. Hobbs			1,755	\$ 73,570	6,033	\$ 123,470
Michael LaJoie	11,081	\$ 75,770			1,352	\$ 29,126
Marc Lawrence-Apfelbaum					1,282	\$ 27,673

- (1) The value realized on exercise is calculated based on the difference between the sale price per share of Common Stock or Time Warner Common Stock, as applicable, and the respective option exercise price. The shares of Common Stock acquired upon Mr. LaJoie's stock option exercise reflect the antidilution adjustments. The shares of Time Warner Common Stock acquired upon Mr. Britt's stock option exercise reflect certain adjustments to reflect Time Warner's Spin-Off Dividend and reverse stock split.
- (2) Reflects Mr. Hobbs's Separation-related make-up RSUs that vested on the original vesting date of the Time Warner RSUs that Mr. Hobbs forfeited as a result of the Separation. The value realized upon vesting is calculated using the closing sale price of Common Stock on the vesting date of \$41.92 per share.
- (3) Reflects (a) the vesting of the second 50% installment of Time Warner RSUs awarded to Mr. Marcus on February 18, 2005; (b) the vesting of the first 50% installment of Time Warner RSUs awarded to the named executive officers on March 3, 2006; (c) with respect to the second 50% installment of Time Warner RSUs awarded on March 3, 2006, (i) as a result of the Separation, pursuant to the terms of their employment agreements, the removal on March 12, 2009 of the risk of forfeiture of such Time Warner RSUs

**Table of Contents**

awarded to Messrs. Britt and Marcus with a scheduled distribution of the underlying shares on the original vesting date; and (ii) as a result of the Separation and the terms of their award agreements, the removal on March 12, 2009 of the risk of forfeiture of a pro rata portion of the Time Warner RSUs awarded to Messrs. Hobbs, LaJoie and Lawrence-Apfelbaum (based on the number of days elapsed between the original grant and vesting dates) with a scheduled distribution of the underlying shares on the original vesting date and the forfeiture of the remaining RSUs; and (d) with respect to the second 50% installment of Time Warner RSUs awarded to Mr. Hobbs on September 16, 2005, the removal on March 12, 2009 of the risk of forfeiture of a pro rata portion of such Time Warner RSUs with a scheduled distribution of the underlying shares on the original vesting date (September 16, 2009) and forfeiture of the remaining RSUs. The payment of withholding taxes due upon vesting of the RSUs generally may be made in cash or by having full shares of underlying Time Warner Common Stock or the Company's Common Stock, as applicable, withheld from the number of shares delivered to the individual.

- (4) The number of shares of Time Warner Common Stock has been adjusted to reflect the Time Warner 1-for-3 reverse stock split effected in March 2009. The Time Warner RSUs that vested before March 12, 2009 were not adjusted for the Spin-Off Dividend or Time Warner's spin-off of AOL Inc. because they were not outstanding as RSUs at that time. Time Warner RSUs that were no longer subject to a risk of forfeiture awaiting distribution as a result of the Separation were adjusted, as provided in Time Warner's equity plans, to reflect the Spin-Off Dividend and, except for Mr. Hobbs's award that was distributed in September 2009, the spin-off of AOL Inc.
- (5) Calculated using the closing sale price of Time Warner Common Stock on the NYSE Composite Tape on the vesting date, adjusted, as applicable, to reflect a 1-for-3 reverse stock split, the Spin-Off Dividend and the spin-off of AOL Inc.

**Pension Plans**

***TWC Pension Plans***

Each of the named executive officers currently participates in the Time Warner Cable Pension Plan, a tax qualified defined benefit pension plan, and the Time Warner Cable Excess Benefit Pension Plan (the "Excess Benefit Plan"), a nonqualified defined benefit pension plan (collectively, the "TWC Pension Plans"), which are sponsored by the Company. Each of Messrs. Britt, Marcus and LaJoie was an active participant in pension plans sponsored by Time Warner until March 31, 2003, August 14, 2005 and July 31, 1995, respectively, when their respective participation in the TWC Pension Plans commenced.

Federal tax law limits both the amount of compensation that is eligible for the calculation of benefits and the amount of benefits that may be paid to participants under a tax-qualified plan, such as the Time Warner Cable Pension Plan. However, as permitted under Federal tax law, TWC has adopted the Excess Benefit Plan that is designed to provide for supplemental payments by TWC of an amount that eligible employees would have received under the Time Warner Cable Pension Plan if eligible compensation were subject to a higher limit and there were no payment restrictions. In determining the amount of this payment under the Excess Benefit Plan, the compensation that is taken into account is limited to \$350,000 per year. The pension benefit under the Excess Benefit Plan is payable, at the participant's election, in either a lump sum or 120 monthly installments starting six months following termination of employment.

Benefit payments under the TWC Pension Plans are calculated using the highest consecutive five-year average annual compensation (subject to federal law limits and the \$350,000 limit referred to above), which is referred to as "average compensation." Compensation covered by the TWC Pension Plans takes into account salary, bonus, some elective deferrals and other compensation paid, but excludes the payment of deferred or long-term incentive compensation and

severance payments. The annual pension payment under the terms of the TWC Pension Plans, if the employee is vested, and if paid as a single life annuity, commencing at age 65, is an amount equal to the sum of:

1.25% of the portion of average compensation that does not exceed the average of the Social Security taxable wage base ending in the year the employee reaches the Social Security retirement age, referred to as covered compensation, multiplied by the number of years of benefit service up to 35 years, plus

1.67% of the portion of average compensation that exceeds covered compensation, multiplied by the number of years of benefit service up to 35 years, plus

0.5% of average compensation multiplied by the employee's number of years of benefit service in excess of 35 years, plus

**Table of Contents**

a supplemental benefit in the amount of \$60 multiplied by the employee's number of years of benefit service up to 30 years, with a maximum supplemental benefit of \$1,800 per year.

Special rules apply to various participants who were previously participants in plans that have been merged into the TWC Pension Plans and to various participants in the TWC Pension Plans prior to January 1, 1994. Reduced benefits are available in the case of retirement before age 65 and in other optional forms of benefits payouts, as described below. Eligible employees become vested in benefits under the TWC Pension Plans after completion of five years of service, including service with Time Warner and its affiliates prior to the Separation.

***Time Warner Pension Plans***

In addition to the benefits to which they are entitled under the TWC Pension Plans, as a result of prior service at Time Warner or one of its affiliates, each of Messrs. Britt, Marcus and LaJoie is entitled to benefits under the Time Warner Employees Pension Plan, as amended (the Old TW Pension Plan), as further amended effective as of January 1, 2000, as described below, and renamed (the Amended TW Pension Plan and, together with the Old TW Pension Plan, the TW Pension Plans), which provides benefits to eligible employees of Time Warner and certain of its subsidiaries. Messrs. Britt, Marcus and LaJoie have ceased to be active participants in the TW Pension Plans described below and commenced participation in the TWC Pension Plans described above.

Under the Amended TW Pension Plan, a participant accrues benefits (calculated based on a lifetime monthly annuity formula) equal to the sum of:

1.25% of a participant's average annual compensation (defined as the highest average annual compensation for any five consecutive full calendar years of employment, which includes regular salary, overtime and shift differential payments, and non-deferred bonuses paid according to a regular program) not in excess of his covered compensation up to the applicable average Social Security wage base, multiplied by his years of benefit service (not in excess of 30) plus

1.67% of his average annual compensation in excess of such covered compensation multiplied by his years of benefit service (not in excess of 30).

Compensation for purposes of calculating average annual compensation under the TW Pension Plans is limited to \$200,000 per year for 1988 through 1993, \$150,000 per year for 1994 through 2001 and \$200,000 per year for 2002 and thereafter (each subject to adjustments provided in the Internal Revenue Code). Eligible employees become vested in all benefits under the TW Pension Plans on the earlier of five years of service or certain other events.

Under the Old TW Pension Plan, a participant accrues benefits on the basis of:

12/3% of the participant's average annual compensation (defined as the highest average annual compensation for any five consecutive full and partial calendar years of employment, which includes regular salary, overtime and shift differential payments, and non-deferred bonuses paid according to a regular program) for each year of service up to 30 years plus

0.50% of average annual compensation for each year of service over 30.

Annual pension benefits under the Old TW Pension Plan are reduced by a Social Security offset determined by a formula that takes into account benefit service of up to 35 years, covered compensation up to the average Social Security wage base and a disparity factor based on the age at which Social Security benefits are payable (the Social

Security Offset ). Under the Old TW Pension Plan and the Amended TW Pension Plan, the pension benefit of participants on December 31, 1977 in the former Time Employees Profit-Sharing Savings Plan (the Profit Sharing Plan ) is further reduced by a fixed amount attributable to a portion of the employer contributions and investment earnings credited to such employees account balances in the Profit Sharing Plan as of such date (the Profit Sharing Offset ).

Under the Amended TW Pension Plan, employees who are at least 62 years old and have completed at least ten years of service may elect early retirement and receive the full amount of their annual pension

**Table of Contents**

(calculated as described above). This provision could apply to Messrs. Marcus and LaJoie with respect to their benefits under the TW Plans. Under the Old TW Pension Plan, employees who are at least 60 years old and have completed at least ten years of service may elect early retirement and receive the full amount of their annual pension (calculated as described above). Under this provision, Mr. Britt received a lump-sum pension payout in February 2010 of \$1,255,120 (including interest), based on a December 1, 2009 requested commencement date.

Time Warner has adopted the Time Warner Excess Benefit Pension Plan (the TW Excess Plan), which, like the TWC Excess Benefit Plan, provides for payments by Time Warner of certain amounts that eligible employees would have received under the TW Pension Plans if eligible compensation (including deferred bonuses) were limited to \$250,000 in 1994 (increased 5% per year thereafter, to a maximum of \$350,000) and there were no payment restrictions. The amounts shown in the table do not reflect the effect of an offset that affects certain participants in the TW Pension Plans on December 31, 1977.

***Forms of Benefit Payments***

The benefits under the Time Warner Cable Pension Plan and the TW Pension Plans are payable as (i) a single life annuity, (ii) a 50%, 75% or 100% joint and survivor annuity, (iii) a life annuity that is guaranteed for 10 years (with certain participants in the Time Warner Cable Pension Plan eligible for 5- and 15-year guaranteed periods), or (iv) in certain cases, a lump sum. Spousal consent is required in certain cases. The participant may elect the form of benefit payment at the time of retirement. Mr. Britt may elect a lump-sum distribution under the Time Warner Cable Pension Plan and in 2010 received a lump-sum distribution under the TW Pension Plans. Mr. Lawrence-Apfelbaum would be eligible to elect a partial lump-sum distribution from the Time Warner Cable Pension Plan. In the case of a single life annuity, the amount of the annuity is based on the applicable formulas described above. In the case of a joint and survivor annuity, the amount of the annuity is based on the single life annuity amount but is reduced to take into account the ages of the participant and beneficiary at the time the annuity payments begin and the percentage elected by the participant. In the case of a life annuity that is guaranteed for a period of time, the amount of the annuity is based on the single life annuity amount but is reduced to take into account the guaranteed period. Benefits under the Time Warner Cable Excess Benefit Plan and the TW Excess Plan are payable only as a lump sum, unless the participant elected to receive monthly installments over 10 years by the applicable deadline.

***Pension Benefits Table***

Set forth in the table below is each named executive officer's years of credited service and the present value of his accumulated benefit under each of the pension plans pursuant to which he would be entitled to a retirement benefit computed as of December 31, 2009, the pension plan measurement date used for financial statement reporting purposes in the Company's audited financial statements for the year ended December 31, 2009. The estimated amounts are based on the assumption that payments under the TWC Pension Plans and the TW Pension Plans will commence upon normal retirement (generally age 65) or, under the TW Pension Plans, early retirement (for those who have at least ten years of service), that the TWC Pension Plans and the TW Pension Plans will continue in force in their forms as of December 31, 2009, that the maximum annual

**Table of Contents**

covered compensation is \$350,000 and that no joint and survivor annuity will be payable (which would on an actuarial basis reduce benefits to the employee but provide benefits to a surviving beneficiary). Amounts calculated under the pension formula which exceed Internal Revenue Code limits will be paid under the Excess Benefit Plan or the TW Excess Plan, as the case may be, from TWC's or Time Warner's assets, respectively, and are included in the present values shown in the table.

**PENSION BENEFITS FOR 2009**

<b>Name</b>	<b>Plan Name</b>	<b>Number of Years Credited Service(1)</b>	<b>Present Value of Accumulated Benefit(2)</b>	<b>Payments During 2009</b>
Glenn A. Britt	Time Warner Cable Pension Plan	6.8	\$ 199,110	
	Time Warner Cable Excess Benefit Plan	6.8	\$ 116,700	
	Old TW Pension Plan	30.7	\$ 1,214,810(3)	
	TW Excess Plan(4)	30.7	\$	\$ 837,072
	Total	37.5	\$ 1,530,620	\$ 837,072
Robert D. Marcus	Time Warner Cable Pension Plan	4.4	\$ 48,640	
	Time Warner Cable Excess Benefit Plan	4.4	\$ 28,710	
	Amended TW Pension Plan	7.7	\$ 109,810	
	TW Excess Plan(4)	7.7	\$	\$ 64,917
	Total	12.1	\$ 187,160	\$ 64,917
Landel C. Hobbs	Time Warner Cable Pension Plan	8.3	\$ 105,910	
	Time Warner Cable Excess Benefit Plan	8.3	\$ 63,950	
	Total	8.3	\$ 169,860	
Michael LaJoie	Time Warner Cable Pension Plan	14.4	\$ 300,930	
	Time Warner Cable Excess Benefit Plan	14.4	\$ 178,560	
	Amended TW Pension Plan	1.6	\$ 41,860	
	TW Excess Plan	1.6	\$ 30,120	

	Total	16.0	\$	551,470
Marc Lawrence-Apfelbaum	Time Warner Cable Pension Plan	19.5	\$	393,310
	Time Warner Cable Excess Benefit Plan	19.5	\$	234,410
	Total	19.5	\$	627,720

- (1) Consists of the number of years of service credited to the executive officers as of December 31, 2009 for the purpose of determining benefit service under the applicable pension plan.
- (2) The present values of accumulated benefits for the TWC Pension Plans as of December 31, 2009 were calculated using a 6.16% discount rate and the RP-2000 Mortality Table projected to 2020, with no collar adjustment, consistent with the assumptions used in the calculation of the Company's benefit obligations as disclosed in Note 14 to the audited consolidated financial statements of the Company included in the 2009 Form 10-K. The present value of the accumulated benefits for the TW Pension Plans and the TW Excess Plan were calculated using a 5.79% discount rate and the RP-2000 Mortality Table projected to 2020 with white collar adjustment. The present values also assume all benefits are payable at the earliest retirement age at which unreduced benefits are assumed to be payable (which is age 65 under the TWC Pension Plans, age 62 under the TW Pension Plans in the case of Messrs. Marcus and LaJoie, and age 60 under the TW Pension Plans in the case of Mr. Britt) valued as if paid as a life annuity, except for Mr. Britt's benefits under the TW Pension Plans, which are assumed payable as a lump sum determined using a 5.79% lump sum rate and the RP-2000 Mortality Table projected to 2020 as of December 31, 2009. No preretirement turnover is reflected in the calculations.
- (3) Because of certain grandfathering provisions under the TW Pension Plans, the benefit of participants with a minimum of ten years of benefit service whose age and years of benefit service equal or exceed 65 years as of January 1, 2000, including Mr. Britt, will be determined under either the provisions of the Old TW Pension Plan or the Amended TW Pension Plan, whichever produces the



**Table of Contents**

greater benefit. The amount shown in the table is greater than the estimated annual benefit payable under the Amended TW Pension Plan and the TW Excess Plan.

- (4) During 2008, Messrs. Britt and Marcus each elected to receive a lump-sum distribution of the present value of his accumulated benefit under the TW Excess Plan as of June 30, 2009. This payment was made by Time Warner on or about July 1, 2009.

**Nonqualified Deferred Compensation**

Certain of the named executive officers participate, or have participated, in nonqualified deferred compensation plans maintained by the Company or Time Warner or their respective affiliates. None of these plans provides, or has provided, a guaranteed rate of return on deferred amounts. Prior to 2003, the Time Warner Entertainment Deferred Compensation Plan, an unfunded deferred compensation plan (the TWE Deferral Plan), permitted certain employees (including certain named executive officers) to defer receipt of all or a portion of their annual bonus until a specified future date at which a lump-sum or installment distribution would be made based on the participant's election. During the deferral period, the participant selects a crediting rate or rates to be applied to the deferred amount from certain of the third party investment vehicles then offered under the TWC Savings Plan and may change that selection quarterly. Mr. Lawrence-Apfelbaum has an account in the TWE Deferral Plan and Mr. Britt has an account balance as a result of the transfer of his account balance from a Time Warner nonqualified deferred compensation plan. Since March 2003, deferrals may no longer be made under the TWE Deferral Plan but amounts previously credited under the Plan continue to track the available crediting rate elections.

In addition, prior to 2001, pursuant to his employment agreement then in place, TWE made contributions for Mr. Britt to a separate deferred compensation account maintained in a grantor trust. This individual account was invested in certain eligible securities by a third-party investment advisor designated by the Company (subject to Mr. Britt's approval). In accordance with the terms of the deferred compensation arrangement, the accrued amount in the account, as valued on December 31, 2009 pursuant to its terms, was paid to Mr. Britt in a lump sum in cash in early 2010. Earnings on the account during 2009 were based on the earnings of the actual investments selected by the investment advisor, adjusted for taxes on realized income computed as if the account was a stand-alone corporation conducting 40% of its business in New York City. The account was reduced by such taxes on a net operating profit basis or credited with a tax benefit in the event the account sustained a net operating loss.

Mr. Marcus participated in a Time Warner deferred compensation plan prior to being employed by the Company, the terms of which are substantially the same as the TWE Deferral Plan. In 2008, Mr. Marcus elected to receive a lump-sum distribution of his account balance under the Time Warner plan and in April 2009, he received the distribution reflected in the table below. While Mr. Marcus could no longer make deferrals under the Time Warner plan, prior to the distribution, he could select the crediting rate applied to the deferred amount similarly to accounts maintained under the TWE Deferral Plan.

During his employment with Turner Broadcasting System, Inc. (a subsidiary of Time Warner), prior to his employment by the Company, Mr. Hobbs deferred a portion of his compensation under the Turner Broadcasting System, Inc. Supplemental Benefit Plan, a nonqualified defined contribution plan, and received matching contributions. In 2008, Mr. Hobbs elected to receive a lump-sum distribution of his account balance and in April 2009, he received the distribution reflected in the table below. While he could no longer make deferrals under this plan, prior to the distribution, he could maintain his existing account and select among several crediting rates, similar to those available under the Time Warner Savings Plan, to be applied to the balance maintained in a rabbi trust on his behalf and could change his selection of crediting rates once per month.

Set forth in the table below is information about the earnings, if any, credited to the accounts maintained by the named executive officers under these arrangements and any withdrawal or distributions therefrom during 2009 and the balance in the account on December 31, 2009.

**Table of Contents****NONQUALIFIED DEFERRED COMPENSATION FOR 2009**

Name	Executive Registrant Contributions in 2009	Contributions in 2009	Aggregate Earnings in 2009(5)	Aggregate Withdrawals/ Distributions	Aggregate Balance at December 31, 2009
Glenn A. Britt(1)			\$ 161,660		\$ 2,729,010
Robert D. Marcus(2)			\$ (45,031)	\$ 1,049,107	
Landel C. Hobbs(3)			\$ (11,639)	\$ 158,311	
Michael LaJoie					
Marc Lawrence-Apfelbaum(4)			\$ 6,980		\$ 30,580

- (1) The amounts reported for Mr. Britt consist of the aggregate earnings and the aggregate year-end balance credited to his account in the TWE Deferral Plan (earnings of \$2,039, year-end balance of \$88,659) and his individual deferred compensation account provided under the terms of his employment agreement (income of \$159,621, year-end balance of \$2,640,351).
- (2) The amounts reported for Mr. Marcus reflect the aggregate loss, distribution and the year-end balance credited to his nonqualified deferred compensation account under the Time Warner deferred compensation plan.
- (3) The amounts reported for Mr. Hobbs reflect the aggregate loss, distribution and the year-end balance credited to his account in the Turner Broadcasting System, Inc. Supplemental Benefit Plan.
- (4) The amounts reported for Mr. Lawrence-Apfelbaum reflect the aggregate earnings and the year-end balance credited to his account under the TWE Deferral Plan.
- (5) None of the amounts reported in this column are required to be reported as compensation for fiscal year 2009 in the Summary Compensation Table.

**Employment Agreements**

The following is a description of the material terms of the compensation provided to the Company's named executive officers during the term of their employment pursuant to employment agreements between the Company or TWE, and each executive. See **Potential Payments Upon Termination or Change in Control** for a description of the payments and benefits that would be provided to the Company's named executive officers in connection with a termination of their employment or a change in control of the Company.

*Glenn A. Britt.* In 2009, the Company entered into a new employment agreement with Mr. Britt, effective as of August 3, 2009, which provides that Mr. Britt will serve as the Company's Chairman, President and Chief Executive Officer through December 31, 2012. Mr. Britt's agreement and employment terminates automatically on December 31, 2012, unless earlier terminated, or extended, pursuant to its terms. The agreement provides Mr. Britt with (a) a minimum annual base salary of \$1,000,000 through 2009, increasing to \$1,250,000 on January 1, 2010; (b) an annual discretionary cash bonus with a target amount of 500% of his base salary, no minimum bonus entitlement and a maximum bonus opportunity of 150% of the target bonus; and (c) annual long-term incentive compensation beginning in 2010, for each year of the agreement, with a target value of approximately \$7,500,000 (based on a valuation method established by the Company), which may be in the form of stock options, RSUs, other equity-based awards, cash or

other components, or any combination of such forms, as may be determined by the Company's Board of Directors or, if delegated by the Board, the Compensation Committee, in its sole discretion. In addition, pursuant to the terms of the agreement, on August 3, 2009, Mr. Britt was awarded a one-time grant of stock options to purchase shares of Common Stock with a value of \$2 million determined in accordance with the Company's option valuation procedures and with the same vesting and other terms as the Company's standard form of stock option agreement in effect on the date of grant. Mr. Britt participates in the benefit plans and programs available to the Company's other senior executive officers, including \$50,000 of group life insurance and reimbursement of financial services. Pursuant to the terms of the agreement, effective December 31, 2009, Mr. Britt's eligibility for automobile allowance benefits terminated automatically. Mr. Britt also receives an annual payment equal to two times the premium cost for \$4 million of life insurance as determined by the Company based on its GUL insurance program. Mr. Britt's agreement includes compensation clawback provisions triggered upon (a) Mr. Britt's breach of the restrictive covenant obligations under the agreement, (b) certain other for cause termination events, or (c) the material misstatement of the Company's financial results that impact Company

**Table of Contents**

performance criteria. The agreement also includes confidentiality terms, as well as non-solicitation, non-compete, and non-disparagement covenants during the term of Mr. Britt's employment and for twelve months after his termination date.

*Robert D. Marcus.* During 2009, Mr. Marcus served as the Company's Senior Executive Vice President and Chief Financial Officer pursuant to an employment agreement that was automatically extended for consecutive one-month periods from its August 15, 2008 expiration date, subject to termination by either party upon advance written notice. The agreement provided Mr. Marcus with a minimum annual base salary of \$650,000 (which was increased to \$800,000 by the Compensation Committee as of January 1, 2008), an annual discretionary target bonus of 125% of his base salary (which was increased by the Compensation Committee to 175% as of January 1, 2008), subject to Mr. Marcus's and the Company's performance, a discretionary annual equity and other long-term incentive compensation award with a minimum target value of \$1,300,000 (which was increased to 225% of base salary by the Compensation Committee as of January 1, 2008), subject to Mr. Marcus's and the Company's performance, and participation in the Company's benefit plans and programs, including \$50,000 of group life insurance and reimbursement of financial services. Mr. Marcus also received an annual payment equal to two times the premium cost for \$2 million of life insurance as determined by the Company based on its GUL insurance program.

On December 31, 2009, the Company and Mr. Marcus entered into a fixed-term employment agreement effective January 1, 2010, which provides that Mr. Marcus will continue to serve as the Company's Senior Executive Vice President and Chief Financial Officer until the employment agreement terminates automatically on December 31, 2012, unless earlier terminated pursuant to its terms. If the 2010 employment agreement is not extended or renewed at or before its expiration date, Mr. Marcus's employment continues thereafter on an at-will basis. If Mr. Marcus's employment is terminated without cause while he is serving as an at-will employee, subject to the execution and delivery of a release of claims, (a) his outstanding equity awards will be treated as if he had been terminated without cause, as described below, and (b) he will be entitled to benefits under an executive level severance program that will provide a minimum severance benefit equal to his base salary and target bonus in effect at the time of the termination for twelve months from the termination date. The 2010 agreement further provides Mr. Marcus with, beginning January 1, 2010, (a) a minimum annual base salary of \$900,000; (b) an annual discretionary cash bonus with a target amount of \$1,500,000; and (c) annual long-term incentive compensation with a target value of approximately \$3,100,000 (based on a valuation method established by the Company), which may be in the form of stock options, RSUs, other equity-based awards, cash or other components, or any combination of such forms, as may be determined by the Compensation Committee, in its sole discretion. Mr. Marcus's 2010 employment agreement includes compensation clawback provisions triggered upon (a) breach of Mr. Marcus's restrictive covenant obligations, (b) certain other for cause termination events, or (c) the material misstatement of the Company's financial performance. The 2010 employment agreement continues to provide Mr. Marcus with participation in the Company's benefit plans and programs described above, as well as post-employment non-compete, non-solicitation and confidentiality provisions.

*Landel C. Hobbs.* During 2009, Mr. Hobbs served as the Company's Chief Operating Officer pursuant to an employment agreement with a term through January 31, 2011, subject to earlier termination as provided in the agreement and automatic extensions for consecutive one month periods, unless terminated by the parties upon advance written notice. The agreement provided Mr. Hobbs with a minimum annual base salary of \$900,000, an annual discretionary target bonus of 233% of his base salary, subject to Mr. Hobbs's and the Company's performance, a discretionary annual equity and other long-term incentive compensation award with a minimum target value of \$3,000,000, subject to Mr. Hobbs's and the Company's performance, and participation in the Company's benefit plans and programs, including \$50,000 of group life insurance and reimbursement of financial services. The employment agreement also provides for an annual payment equal to two times the premium cost for \$1.5 million of life insurance as determined by the Company based on its GUL insurance program.

On December 31, 2009, the Company and Mr. Hobbs entered into a fixed-term employment agreement effective January 1, 2010, which provides that Mr. Hobbs will continue to serve as the Company's Chief Operating Officer until the employment agreement terminates automatically on January 31, 2011, unless

**Table of Contents**

earlier terminated pursuant to its terms. If the 2010 employment agreement is not extended or renewed at or before its expiration date, Mr. Hobbs' s employment continues thereafter on an at-will basis. If Mr. Hobbs' s employment is terminated without cause while he is serving as an at-will employee, subject to the execution and delivery of a release of claims, (a) his outstanding equity awards will be treated as if he had been terminated without cause, as described below, and (b) he will be entitled to benefits under an executive level severance program that will provide a minimum severance benefit equal to his base salary and target bonus in effect at the time of the termination for 24 months from the termination date if the termination occurs prior to December 31, 2012 and for 12 months if it occurs thereafter. The 2010 agreement further provides Mr. Hobbs with, beginning January 1, 2010, (a) a minimum annual base salary of \$1,000,000; (b) an annual discretionary cash bonus with a target amount of \$2,100,000; and (c) annual long-term incentive compensation with a target value of approximately \$3,650,000 (based on a valuation method established by the Company), which may be in the form of stock options, RSUs, other equity-based awards, cash or other components, or any combination of such forms, as may be determined by the Compensation Committee, in its sole discretion. Mr. Hobbs' s 2010 employment agreement includes the same compensation clawback provisions as Mr. Marcus' s 2010 agreement. The 2010 employment agreement continues to provide Mr. Hobbs with participation in the Company' s benefit plans and programs described above, including an annual payment equal to two times the premium cost for \$2 million of life insurance as determined by the Company based on its GUL insurance program, as well as post-employment non-compete, non-solicitation and confidentiality provisions.

*Michael LaJoie.* During 2009, Mr. LaJoie served as the Company' s Executive Vice President and Chief Technology Officer pursuant to an employment agreement, effective as of June 1, 2000, which was previously renewed and amended on December 18, 2009, effective as of January 1, 2010 through December 31, 2011, subject to earlier termination as provided in the agreement. The agreement provides for a minimum annual base salary of \$525,000 (increased to \$600,000 effective February 19, 2010) and an annual discretionary target bonus of 100% of his base salary, subject to Mr. LaJoie' s and the Company' s performance, and participation in the Company' s benefit plans and programs, including life insurance. The Compensation Committee established a 2010 long-term incentive compensation target value of 175% of base salary for Mr. LaJoie. Mr. LaJoie also receives group term life insurance coverage and supplemental group term life insurance coverage with an aggregate death benefit equivalent to two and a half times his annual base salary and bonus pursuant to the agreement. The Company' s failure, prior to the expiration of the agreement, to offer Mr. LaJoie a renewal agreement with terms substantially similar to those of his current agreement is considered a termination without cause.

*Marc Lawrence-Apfelbaum.* During 2009, Mr. Lawrence-Apfelbaum served as the Company' s Executive Vice President, General Counsel and Secretary pursuant to an employment agreement with a term of three years, subject to earlier termination as provided in the agreement. Prior to January 1 of each year, the Company may renew the term of Mr. Lawrence-Apfelbaum' s employment agreement for a term of three years from that date. Mr. Lawrence-Apfelbaum' s employment agreement has been extended in successive three-year terms through December 2009. On December 10, 2009, Mr. Lawrence-Apfelbaum' s employment agreement was amended effective January 1, 2010 and the term extended through December 31, 2012. The amended agreement provides for a minimum annual base salary (which was increased from \$550,000 to \$600,000 by the Compensation Committee effective February 19, 2010), and an annual discretionary target bonus (which is currently 100% of his base salary as previously approved by the Compensation Committee), with no minimum bonus entitlement, subject to Mr. Lawrence-Apfelbaum' s and the Company' s performance, and participation in the Company' s benefit plans and programs, including life insurance. The Compensation Committee established a 2010 long-term incentive compensation target value of 175% of base salary for Mr. Lawrence-Apfelbaum. In addition, the amended agreement provides that all equity awards granted by the Company to Mr. Lawrence-Apfelbaum after the effective date of the amendment will be eligible for retirement treatment if at the time of his termination of employment, Mr. Lawrence-Apfelbaum is 55 years old and has ten years of service with the Company or its affiliates regardless of any other definition of retirement in the related equity award agreements. Mr. Lawrence-Apfelbaum also receives an annual payment equal to the premium cost for life insurance with a death benefit equivalent to three times his annual

base salary and bonus pursuant to the agreement, as determined by the Company based on its GUL insurance program. The Company's failure, prior



**Table of Contents**

to the expiration of the agreement, to offer Mr. Lawrence-Apfelbaum a renewal agreement with terms substantially similar to those of his current agreement is considered a termination without cause.

**Potential Payments Upon Termination or Change in Control**

The following summaries and tables describe and quantify the potential additional payments and benefits that would be provided to each of the Company's named executive officers in connection with a termination of employment or a change in control of the Company on December 31, 2009 under the executive's employment agreement, in each case as in effect on such date, and the Company's other compensation plans and programs. In determining the benefits payable upon certain terminations of employment, the Company has assumed in all cases that (i) the executive's employment terminates on December 31, 2009, (ii) he does not become employed by a new employer or return to work for the Company and (iii) after the termination of his employment, he does not breach any of the restrictive covenants (including non-competition, non-solicitation and confidentiality) contained in his employment agreement.

***Glenn A. Britt***

Under his employment agreement, Mr. Britt is entitled to certain payments and benefits upon the Company's termination of his employment without cause, upon Mr. Britt's resignation due to the Company's material breach of the agreement (collectively referred to as a termination without cause) and in connection with his termination of employment for other reasons. For this purpose, cause includes certain felony convictions and certain willful and intentional actions by Mr. Britt including failure to perform material duties; misappropriation, embezzlement or destruction of the Company's property; material breach of duty of loyalty to the Company having a significant adverse financial impact on the Company or the Company's reputation; improper conduct materially prejudicial to the Company's business; and material breach of certain restrictive covenants regarding non-competition, non-solicitation of employees, customers and suppliers, and nondisclosure of confidential information. A material breach of the agreement for purposes of a termination without cause includes (a) the Company's failure to cause a successor to assume the Company's obligations under the employment agreement; (b) Mr. Britt's not being employed as the Company's Chairman, CEO and President with authority, functions, duties and powers consistent with that position or not reporting solely to the Board; (c) Mr. Britt's not being reelected or otherwise ceasing to be a member of the Board, other than in connection with Mr. Britt's removal as a director for cause or no longer serving as Chairman of the Board as a result of any change in applicable law or stock exchange listing requirements; and (d) Mr. Britt's principal place of employment being anywhere other than the Company's principal corporate offices in the New York City metropolitan area.

*For Cause; Voluntary Resignation or Retirement Absent Material Breach by Company.* If the Company terminates Mr. Britt's employment for cause (as defined above), or Mr. Britt voluntarily resigns or retires prior to the expiration of the term, the Company will have no further obligations to Mr. Britt other than (a) to pay his base salary through the effective date of termination; (b) to pay any bonus for any year prior to the year in which such termination occurs that has been determined but not yet paid as of the date of such termination; and (c) to satisfy any rights Mr. Britt has pursuant to any insurance or other benefit plans or arrangements of the Company. In addition, as noted above, the Company has a compensation clawback right in the event of certain for cause terminations.

*Expiration of Term.* If Mr. Britt's employment automatically terminates at the expiration of the agreement's term (December 31, 2012), the Company will have no further obligation to Mr. Britt other than (a) to pay Base Salary through the termination date; (b) to pay any bonus for the last calendar year of the term of the Agreement (i.e., 2012) and any other bonus that has been determined but not yet paid as of such termination date; and (c) with respect to any rights Mr. Britt may have pursuant to any insurance or other benefit plans or arrangements of the Company. The Company also will make available to Mr. Britt office space and secretarial services at a level commensurate with his reduced needs as a result of ceasing full-time status until the earlier of (i) one year following the expiration of the

term, and (ii) such time as Mr. Britt commences other full time employment.

**Table of Contents**

*Termination without Cause.* In the event that the Company terminates Mr. Britt's employment without cause, Mr. Britt will be entitled to the following payments and benefits:

any earned but unpaid base salary through the termination date;

a pro-rata portion of any bonus through the termination date for the year of termination, subject to the actual achievement of the performance criteria established for the year of termination under the Company's bonus plans, which will be paid at the same time the full annual bonus would have been paid under the employment agreement had such termination not occurred;

any accrued, but unpaid bonus for the year prior to the year in which his termination of employment occurs, based on the Company's performance;

annual base salary and annual cash target bonus paid from the termination date through a period that ends on the later of (i) September 30, 2012 and (ii) twenty-four (24) months after the termination date ( *Britt Severance Period* ), paid on the Company's normal payroll payment dates in effect immediately prior to Mr. Britt's termination, provided, however that if the *Britt Severance Period* is longer than twenty-four (24) months, the base salary and target bonus payments will be reduced to the amount payable during a 24-month severance period but will be paid on a pro-rata basis over the *Britt Severance Period*;

continued participation during the *Britt Severance Period* in the Company's life insurance, medical, dental and hospitalization programs, as well as Company courtesy services and financial planning services (subject to certain limitations if Mr. Britt subsequently secures employment following his termination date); and

office space and secretarial services at a level commensurate with Mr. Britt's reduced needs as a result of ceasing full-time status until the earlier of (i) one year following the termination date, and (ii) such time as Mr. Britt commences other full time employment.

*Change in Control.* If Mr. Britt's employment is terminated without cause within two years after a change in control event (as defined in his employment agreement), all of the cash severance payments due Mr. Britt will be paid in a single lump sum within 30 days of the termination date; provided that, \$200,000 of such severance payments will be paid in equal payroll installments through September 30, 2012.

*Disability.* In the event Mr. Britt becomes disabled the Company will continue to pay Mr. Britt's full compensation through the last day of the sixth consecutive month of disability or the date on which any shorter periods of disability will have equaled a total of six months in any twelve-month period (such last day, the *Disability Date* ). If Mr. Britt has not resumed his usual duties on or prior to the *Disability Date*, the Company will pay a pro-rata bonus based on actual performance results for the year in which the *Disability Date* occurs and thereafter will pay Mr. Britt disability benefits for the period ending on the later of (a) December 31, 2012 or (b) the date which is twelve months after the *Disability Date* (the *Disability Period* ), in an annual amount equal to 75% of (i) base salary at the time Mr. Britt becomes disabled and (ii) target bonus, as well as continued participation in the Company's benefit plans and programs during the *Disability Period*. The Company may generally deduct from these payments amounts equal to disability payments received by Mr. Britt during this payment period from Workers' Compensation, Social Security and the Company's disability insurance policies.

*Death.* If Mr. Britt dies during the term of the employment agreement, Mr. Britt's estate (or a designated beneficiary) will be entitled to receive: (a) Mr. Britt's base salary to the last day of the month in which his death occurs, (b) any bonus award for any year prior to the year in which his death occurs that has not yet been paid based on the actual performance results for such year, and (c) bonus compensation (at the time bonuses are normally paid) for the year in

which his death occurs based on the actual performance results for the relevant year, but prorated according to the number of whole or partial months Mr. Britt was employed by the Company in such calendar year.

*Equity Awards.* Unless a more favorable outcome is specified in Mr. Britt's employment agreement, the terms of Mr. Britt's equity award agreements govern his entitlements under those awards in the event of a

**Table of Contents**

termination of his employment with or without cause, retirement, disability, death or a change in control. Unless otherwise noted, the provisions below are contained in the applicable award agreements:

*Termination for Cause.* In the event of a termination for cause, Mr. Britt would forfeit his unvested stock options and RSUs upon his termination of employment. He would have one month to exercise any vested stock options, unless his termination of employment is as a result of fraud, embezzlement or misappropriation in which case, the exercise period would be eliminated.

*Termination without Cause.* Because Mr. Britt satisfied the retirement eligibility provisions of his equity award agreements (he was over 55 years old and had more than 10 years of service with the Company or its affiliates, on December 31, 2009), in the event of his termination without cause, his equity awards would be governed by the retirement provisions of his equity award agreements. As a result, upon such a termination of employment, all of Mr. Britt's unvested RSUs would vest and be distributed upon his termination date in accordance with their terms. Pursuant to his employment agreement, Mr. Britt's unvested stock options would continue to vest during the Britt Severance Period. At the end of the Britt Severance Period, pursuant to retirement provisions of his award agreements, any remaining unvested stock options would vest at the end of the Britt Severance Period and would remain exercisable for five years thereafter, but not beyond the original expiration date.

*Retirement.* Under the agreements governing Mr. Britt's stock options and RSUs, because Mr. Britt satisfied the retirement eligibility provisions on December 31, 2009, all of his unvested RSUs and all of his stock options would vest upon his retirement except two Separation-related make-up stock option awards that would vest pro rata based on his service after the Separation.

*Death/Disability.* Pursuant to the terms of the award agreements, his stock options and RSUs would vest upon his death or the end of the Disability Period.

*Change in Control.* The agreements governing Mr. Britt's stock options generally provide for vesting following a change in control upon the earlier of (i) the first anniversary of the change in control and (ii) the termination of his employment other than for cause (as defined in the option agreements) unless due to death or disability or by Mr. Britt for good reason (as defined in the option agreements). The agreements governing Mr. Britt's RSU awards generally provide for vesting following a change in control of the Company upon the earliest of (i) the first anniversary of the change in control, (ii) the original vesting date with respect to each portion of the award and (iii) the termination of the participant's employment other than for cause (as defined in the RSU agreements) unless due to death or disability or by the participant for good reason (as defined in the RSU agreements).

*Conditions and Obligations Applicable to Receipt of Payments and Benefits.* Mr. Britt's right to receive severance payments and benefits upon a termination without cause is conditioned on his execution of a release of claims against the Company no later than 60 days after his separation of service from the Company. If Mr. Britt does not execute a release of claims, he would not be entitled to any other severance benefits pursuant to the Company's general policies or other programs relating to notice and severance. To the extent that any of the severance payments and benefits described above constitute a parachute payment within the meaning of Section 280G of the Internal Revenue Code and therefore would be subject to an excise tax, such payments will be reduced to the greatest amount that would not trigger an excise tax obligation if such reduction would result in Mr. Britt's receipt of a greater after-tax amount. Also, if Mr. Britt obtains other full-time employment during the Britt Severance Period or the Disability Period, he will no longer be eligible to participate in the Company's benefit plans and programs effective upon the commencement of such employment or such time as he becomes eligible for comparable coverage by the new employer. The severance payments may be delayed to the extent the Company deems it necessary for compliance with Section 409A of the

Internal Revenue Code governing nonqualified deferred compensation. Severance benefits also may be reduced or terminated if it is determined that Mr. Britt breached the confidentiality and non-compete restrictive covenant terms set forth in the employment agreement.

Assuming the trigger event causing any of the payments and other benefits described above occurred on December 31, 2009 and that Mr. Britt signed the mandated release, based on the NYSE closing price per share

**Table of Contents**

on December 31, 2009 of the Company's Common Stock (\$41.39), the dollar value of payments and other benefits provided to Mr. Britt under his employment agreement are estimated to be as follows:

	<b>Base Salary Continuation</b>	<b>Annual Bonus Continuation</b>	<b>Pro Rata Bonus(1)</b>	<b>Group Benefit Plans Continuation(2)</b>	<b>Stock-Based Awards(3)</b>	<b>Other(4)</b>
Termination without Cause	\$ 2,000,000	\$ 10,000,000	\$ 5,000,000	\$ 36,836	\$ 20,094,000	\$ 586,424
Change in Control(5)					\$ 20,094,000	
Retirement					\$ 20,077,454	
Disability	\$ 2,250,000	\$ 11,250,000	\$ 5,000,000	\$ 40,583	\$ 20,094,000	\$ 458,688
Death			\$ 5,000,000		\$ 20,094,000	
Termination for Cause						

- (1) Pro rata bonus is presented as Mr. Britt's current target bonus. In the event of a termination, the pro rata bonus would be determined based on the Company's performance.
- (2) Covers the estimated cost of continued health, life and disability insurance through September 30, 2012, and 36 months in the case of disability. The value of a health insurance subsidy under the Time Warner Inc. Retiree Medical Plan to which Mr. Britt is entitled upon retirement pursuant to an arrangement with Time Warner is not reflected.
- (3) Based on the excess of the closing sale price of Common Stock on December 31, 2009 over the exercise price for each option that vests as a result of the termination or change in control and based on the closing sale price of Common Stock on December 31, 2009 in the case of accelerated vesting of TWC RSUs. See the Outstanding Equity Awards at December 31, 2009 Table for additional information as of December 31, 2009.
- (4) Includes financial planning reimbursement of up to \$100,000 annually for three years, annual payments of \$52,896 for the Britt Severance Period (three years in the event of disability) corresponding to two times the premium cost of \$4,000,000 of life insurance coverage under the Company's GUL insurance program, and, other than in the case of disability, office space and secretarial support each for one year after termination at an estimated cost of \$80,960 and \$60,000, respectively.
- (5) The Change in Control values reflect the occurrence of a change in control without a termination of employment. The stock-based awards value in the event of a change in control is based on the terms of the equity award agreements. The severance benefits payable in the event of a termination without cause in connection with a change in control would be based on the Termination without Cause provisions shown above.

**Robert D. Marcus**

Under his employment agreement in effect as of December 31, 2009, Mr. Marcus is entitled to certain payments and benefits upon the Company's termination of his employment without cause and in connection with his termination of employment for other reasons. For this purpose, "cause" has the same meaning as in Mr. Britt's employment agreement.

which is described above. A material breach of the agreement for purposes of a termination without cause, includes (a) the Company's failure to cause a successor to assume the Company's obligations under the agreement; (b) Mr. Marcus's not being employed as the Company's Senior Executive Vice President with authority, functions, duties and powers consistent with that position; (c) Mr. Marcus's not reporting to the CEO; and (d) Mr. Marcus's principal place of employment being anywhere other than the greater Stamford, Connecticut area or other location of the Company's principal corporate offices within the New York metropolitan area. Mr. Marcus entered into a new employment agreement with the Company effective January 1, 2010 the terms of which are described in the last paragraph of this section.

*For Cause.* If the Company terminates Mr. Marcus's employment for cause (as defined above), the Company would have no further obligations to Mr. Marcus other than (a) to pay base salary through the effective date of termination, (b) to pay any bonus for any year prior to the year in which such termination occurs that has been determined but not yet paid as of the date of such termination, and (c) to satisfy any rights Mr. Marcus has pursuant to any insurance or other benefit plans or arrangements.

*Termination without Cause.* If the Company terminates Mr. Marcus's employment without cause, pursuant to his employment agreement, Mr. Marcus will be entitled to the following payments and benefits:

any earned but unpaid base salary;

a pro-rata portion through the termination date of his average annual bonus, which is defined as the average of his two largest annual bonuses paid in the prior five years;



**Table of Contents**

until 24 months after termination (during which time Mr. Marcus will continue to be treated as an employee of the Company), continued payment by the Company of Mr. Marcus's base salary (paid on the Company's normal payroll payment dates in effect immediately prior to Mr. Marcus's termination), his average annual bonus, and the continuation of his benefits (except for additional pension plan accrual and contributions to the TWC Savings Plan), including financial services benefits but not including any additional stock-based awards, unless Mr. Marcus dies during such period, in which case these benefits will be replaced with the death benefits described below, or unless Mr. Marcus obtains other full-time employment during the period, in which case Mr. Marcus will continue to receive the payments described above but will cease to be treated as an employee of the Company and will no longer be eligible for continuation of benefits; and

unless Mr. Marcus otherwise qualifies for retirement as determined under the applicable stock option or RSU agreement, all his stock options will continue to vest during the severance period while he continues to be treated as an employee of the Company and all of his stock options that would have vested during the 24-month severance period, including any pro rata portion thereof, will vest and become immediately exercisable on the date he ceases to be considered an employee. All vested stock options, including stock options that become vested as of the date Mr. Marcus ceases to be treated as an employee of the Company, will remain exercisable for three years after Mr. Marcus ceases to be considered an employee of the Company (but not beyond the original term of the options). His RSUs that would have vested during the 24-month severance period will vest immediately on the date he ceases to be considered an employee.

*Disability.* In the event Mr. Marcus becomes disabled and has not resumed his duties after six consecutive months or an aggregate of six months in any 12-month period, the Company will pay him a pro-rata bonus for the year in which the disability occurs (which will be calculated based on his average annual bonus). In addition, for 24 months following the date the disability occurs, Mr. Marcus will continue to be treated as an employee of the Company, and the Company will pay Mr. Marcus disability benefits equal to 75% of his annual base salary and average annual bonus, and he will continue to be eligible to participate in the Company's benefit plans (other than equity-based plans, additional pension plan accrual and contributions to the TWC Savings Plan) and to receive his other benefits (including financial services). The Company may generally deduct from these payments amounts equal to disability payments received by Mr. Marcus during this payment period from Workers' Compensation, Social Security and the Company's disability insurance policies.

*Death.* If Mr. Marcus dies, the employment agreement and all of the Company's obligations to make any payments under the agreement will terminate, except that Mr. Marcus's estate or designated beneficiary will be entitled to receive: (a) his salary to the last day of the month in which his death occurred and (b) a bonus for the year in which he dies paid at the time bonuses are normally paid, based on his average annual bonus but pro-rated according to the number of whole or partial months he was employed by the Company in the calendar year.

*Equity Awards.* Unless a more favorable outcome is specified in Mr. Marcus's employment agreement, the terms of his equity award agreements govern his entitlements under those awards in the event of a termination of employment with or without cause, retirement, disability, death or a change in control. In the event of a change in control, his termination for cause, disability or death, Mr. Marcus's unvested stock options and RSUs, would be treated in the same fashion as Mr. Britt's, described under Glenn A. Britt Equity Awards. In the event of a termination without cause, Mr. Marcus's unvested stock options and RSUs will be treated pursuant to the provisions outlined in his employment agreement described above. Mr. Marcus was not retirement eligible on December 31, 2009 for the purposes of any equity awards.

*Conditions and Obligations Applicable to Receipt of Payments and Benefits.* Mr. Marcus's right to receive these severance payments and benefits upon a termination without cause is conditioned on his execution of a release of

claims against the Company no later than 60 days after his separation of service from the Company. If Mr. Marcus does not execute a release of claims, he will receive a severance payment determined in accordance with the Company's policies relating to notice and severance. The payments may

**Table of Contents**

also be delayed to the extent the Company deems it necessary for compliance with Section 409A of the Internal Revenue Code, governing nonqualified deferred compensation.

Assuming the trigger event causing any of the payments and other benefits described above occurred on December 31, 2009, and based on the NYSE closing price per share on December 31, 2009 of the Company's Common Stock (\$41.39), the dollar value of payments and other benefits provided to Mr. Marcus under his contract are estimated to be as follows:

	<b>Base Salary Continuation</b>	<b>Annual Bonus Continuation</b>	<b>Pro Rata Bonus</b>	<b>Group Benefit Plans Continuation(1)</b>	<b>Stock-Based Awards(2)</b>	<b>Other(3)</b>
Termination without Cause	\$ 1,600,000	\$ 2,642,500	\$ 1,321,250	\$ 31,583	\$ 3,931,986	\$ 57,008
Change in Control(4)					\$ 5,451,521	
Disability	\$ 1,200,000	\$ 1,981,875	\$ 1,321,250	\$ 31,583	\$ 5,451,521	\$ 57,008
Death			\$ 1,321,250		\$ 5,451,521	
Termination for Cause						

(1) Includes the estimated cost of continued health, life and disability insurance.

(2) Based on the excess of the closing sale price of Common Stock on December 31, 2009 over the exercise price for each option that vests as a result of the termination or change in control and based on the closing sale price of Common Stock on December 31, 2009 in the case of accelerated vesting of RSUs. See the Outstanding Equity Awards at December 31, 2009 Table for additional information as of December 31, 2009.

(3) Includes financial planning reimbursement of up to \$25,000 annually and annual payments of \$3,504 corresponding to two times the premium cost of \$2,000,000 of life insurance coverage under the Company's GUL insurance program.

(4) The Change in Control values reflect the occurrence of a change in control without a termination of employment. The stock-based awards value in the event of a change in control is based on the terms of the equity award agreements. The severance benefits payable in the event of a termination without cause in connection with a change in control would be based on the Termination without Cause provisions shown above.

As discussed in Employment Agreements above, Mr. Marcus and the Company entered into a new employment agreement for a fixed term ending on December 31, 2012, effective January 1, 2010. The benefits payable upon a termination of employment under this new employment agreement are substantially consistent with the terms of his prior agreement, except that it provides that upon a termination without cause, Mr. Marcus will be entitled to (a) any earned but unpaid base salary through the termination date for the year in which the termination occurs; (b) a pro-rata portion of any bonus through the termination date, subject to the actual achievement of the performance criteria for the year of termination; (c) payment of base salary and target bonus (not average bonus) for 24 months following the termination date; provided generally that if his employment is terminated within two years after a change in control (as defined in the TWC Stock Incentive Plan), the salary and bonus payments will continue for 36 months following the termination date; (d) continuation of health and welfare benefits for the period Mr. Marcus receives such severance benefits, unless earlier terminated due to his acceptance of other employment; and (e) full acceleration and vesting of

all equity awards granted during the term of the new employment agreement and any stock option will remain exercisable thereafter pursuant to the terms of the award agreement (equity awards granted prior to 2010 will be treated as provided above). In addition, Mr. Marcus's severance benefits for termination due to disability are modified such that the pro rata bonus is based on actual performance results, rather than his average annual bonus, and the continued payment of 75% of salary plus bonus is based on his target bonus, rather than the average annual bonus. Under the new employment agreement, Mr. Marcus is subject to the same Conditions and Obligations Applicable to Receipt of Payments and Benefits as described for Mr. Britt above, including post-employment restrictive covenant and clawback provisions.

***Landel C. Hobbs***

Under his employment agreement in effect on December 31, 2009, Mr. Hobbs is entitled to certain payments and benefits upon the Company's termination of his employment without cause and in connection with his termination of employment for other reasons. For this purpose, cause has the same meaning as in Mr. Britt's employment agreement, which is described above. A material breach for purposes of a termination without cause includes the Company's failure to cause a successor to assume the Company's

**Table of Contents**

obligations under the agreement; Mr. Hobbs's not being employed as the Company's Chief Operating Officer with authority, functions, duties and powers consistent with that position; Mr. Hobbs's not reporting to the CEO; and Mr. Hobbs's principal place of employment being anywhere other than New York, New York. Mr. Hobbs entered into a new employment agreement with the Company effective January 1, 2010 the terms of which are described in the last paragraph of this section.

*Disability, Death and Termination for Cause.* The Company's obligations to Mr. Hobbs in the event of his disability, death or termination by the Company for cause (as defined above) are the same as the Company's obligations to Mr. Marcus, which are described above, except that in the event of disability, Mr. Hobbs will continue to be considered an employee of the Company through the later of the end of his contract term or 12 months following the date the disability occurs.

*Termination without Cause.* The Company's obligations to Mr. Hobbs in the event of a termination without cause are the same as the Company's obligations to Mr. Marcus, which are described above.

*Equity Awards.* Unless a more favorable outcome is specified in Mr. Hobbs's employment agreement, the terms of his equity award agreements govern his entitlements under those awards in the event of a termination of employment with or without cause, retirement, disability, death or a change in control. In the event of a change in control, his termination for cause, disability or death, Mr. Hobbs's unvested stock options and RSUs would be treated in the same fashion as Mr. Britt's, described under Glenn A. Britt Equity Awards. In the event of a termination without cause, Mr. Hobbs's unvested stock options and RSUs will be treated pursuant to the provisions outlined in his employment agreement, which are the same terms as described above in the section describing Mr. Marcus's treatment. Mr. Hobbs was not retirement eligible on December 31, 2009 for the purposes of any equity awards.

*Conditions and Obligations Applicable to Receipt of Payments and Benefits.* Mr. Hobbs's right to receive these severance payments and benefits upon a termination without cause is conditioned on his execution of a release of claims against the Company no later than 60 days after his separation of service from the Company. If Mr. Hobbs does not execute a release of claims, he will receive a severance payment determined in accordance with the Company's policies relating to notice and severance. The payments may also be delayed to the extent the Company deems it necessary for compliance with Section 409A of the Internal Revenue Code, governing nonqualified deferred compensation.

Assuming the trigger event causing any of the payments and other benefits described above occurred on December 31, 2009, and based on the NYSE closing price per share on December 31, 2009 of the Company's Common Stock (\$41.39), the dollar value of payments and other benefits provided to Mr. Hobbs under his contract are estimated to be as follows:

	<b>Base Salary Continuation</b>	<b>Annual Bonus Continuation</b>	<b>Pro Rata Bonus</b>	<b>Group Benefit Plans Continuation(1)</b>	<b>Stock-Based Awards(2)</b>	<b>Other(3)</b>
Termination without Cause	\$ 1,800,000	\$ 4,190,710	\$ 2,095,355	\$ 31,583	\$ 6,840,052	\$ 86,048
Change in Control(4)					\$ 9,372,146	
Disability	\$ 731,250	\$ 1,702,476	\$ 2,095,355	\$ 16,342	\$ 9,372,146	\$ 83,276
Death			\$ 2,095,355		\$ 9,372,146	
Termination for Cause						

- (1) Includes the estimated cost of continued health, life and disability insurance.
- (2) Based on the excess of the closing sale price of Common Stock on December 31, 2009 over the exercise price for each option that vests as a result of the termination or change in control and based on the closing sale price of Common Stock on December 31, 2009 in the case of accelerated vesting of RSUs. See the Outstanding Equity Awards at December 31, 2009 Table for additional information as of December 31, 2009.
- (3) Includes financial planning reimbursement of up to \$40,000 annually and annual payments of \$3,024 (for 13 months in the event of disability), corresponding to two times the premium cost of \$1,500,000 of life insurance coverage under the Company's GUL insurance program.
- (4) The Change in Control values reflect the occurrence of a change in control without a termination of employment. The stock-based awards value in the event of a change in control is based on the terms of the equity award agreements. The severance benefits payable in the event of a termination without cause in connection with a change in control would be based on the Termination without Cause provisions shown above.

**Table of Contents**

As discussed in *Employment Agreements* above, Mr. Hobbs and the Company entered into a new employment agreement for a fixed term ending on January 31, 2011, effective January 1, 2010. The benefits payable upon a termination of employment without cause under this new employment agreement are substantially consistent with the terms of his prior agreement, except that it provides that upon a termination without cause, Mr. Hobbs will be entitled to (a) any earned but unpaid base salary through the termination date; (b) a pro-rata portion of any bonus through the termination date for the year in which the termination occurs, subject to the actual achievement of the performance criteria for the year of termination; (c) payment of base salary and target bonus (not average bonus) for 24 months following the termination date; provided generally that if his employment is terminated within two years after a change in control (as defined in the TWC Stock Incentive Plan), the salary and bonus payments will continue for 36 months following the termination date; (d) continuation of health and welfare benefits for the period Mr. Hobbs receives such severance benefits, unless earlier terminated due to his acceptance of other employment; and (e) full acceleration and vesting of all equity awards granted during the term of the new employment agreement and any stock options will remain exercisable pursuant to the terms of the award agreement (equity awards granted prior to 2010 will be treated as provided above). In addition, Mr. Hobbs's severance benefits in the event of termination due to disability are modified such that the pro rata bonus is based on actual performance results, rather than the average annual bonus, and the continued payment of 75% of salary plus bonus is based on his target bonus, rather than his average annual bonus. Under the new employment agreement, Mr. Hobbs is subject to the same *Conditions and Obligations Applicable to Receipt of Payments and Benefits* as described for Mr. Britt above, including post-employment restrictive covenant and clawback provisions.

***Michael LaJoie***

Under his employment agreement, Mr. LaJoie is entitled to certain payments and benefits upon the Company's termination of his employment without cause and in connection with his termination of employment for other reasons. For this purpose, *cause* means a felony conviction; willful refusal to perform his obligations; material breach of specified covenants, including restrictive covenants relating to confidentiality, noncompetition and nonsolicitation; or willful misconduct that has a substantial adverse effect on the Company. A *material breach* for purposes of a termination without cause includes Mr. LaJoie's not being employed as the Company's Executive Vice President and Chief Technology Officer, with authority, functions, duties and powers consistent with that position, or certain changes in Mr. LaJoie's reporting line. If Mr. LaJoie attains age 65 by the end of the term of his employment agreement, the Company will not be obligated to renew the agreement, and Mr. LaJoie will not be entitled to severance as a result of the Company's non-renewal in such event.

*For Cause.* Under Mr. LaJoie's employment agreement, if the Company terminates Mr. LaJoie's employment for cause (as defined above), the Company would have no further obligation to Mr. LaJoie other than (a) to pay him base salary through the effective date of his termination, (b) to pay any bonus for any year prior to the year in which such termination occurs that has not yet been paid as of the date of such termination and (c) to satisfy any rights Mr. LaJoie has pursuant to any insurance or other benefit plans or arrangements.

*Retirement Option; Voluntary Resignation.* Under Mr. LaJoie's employment agreement, because Mr. LaJoie has worked for the Company at the senior executive level for more than five years and he is 55 years of age, he may elect a retirement option. The retirement option would require Mr. LaJoie to remain actively employed by the Company for a transition period of six months to one year following this election (as negotiated by the parties). During this transition period, Mr. LaJoie will remain actively employed and will continue to receive his current annual salary and bonus (based upon actual performance results for the relevant year). Following the transition period, Mr. LaJoie would become an advisor to the Company for three years during which he will be paid his annual base salary and he will also receive his full bonus for the first year, a 50% bonus for the second year and no bonus for the third year. Such bonuses are determined based on the greater of (a) his two most recent annual bonuses and (b) his then

applicable annual target bonus. As an advisor, he will not be required to devote more than 5 days per month to such services. Mr. LaJoie would continue vesting in any outstanding stock options, RSUs and long-term cash incentives (or similar arrangements) during this period, continue participation in benefit plans (except for additional pension



**Table of Contents**

plan accrual and contributions to the TWC Savings Plan) and group insurance plans, and receive reimbursement for financial and estate planning expenses and \$10,000 for office space expenses. If Mr. LaJoie obtains other full-time employment during the period, he will continue to receive the payments described above but will cease to be eligible for continuation of benefits or vesting in any outstanding stock options, RSUs or long-term cash incentives (or similar arrangements). As of the date of this Proxy Statement, Mr. LaJoie has not exercised the retirement option under his employment agreement.

*Termination without Cause.* If the Company terminates Mr. LaJoie's employment without cause, if the Company fails to renew his agreement or if Mr. LaJoie terminates his employment due to the Company's material breach of his agreement, he will receive the benefits due under any of the Company's benefit plans, and he will be continue to be treated as an active employee for up to 30 months during which he will continue to receive his annual base salary and annual bonuses equal to the greater of the average of (a) his two most recent annual bonuses and (b) his then applicable annual target bonus; and during such period, he will continue to receive employee benefits (other than stock-based awards, additional pension plan accrual and contributions to the TWC Savings Plan). Mr. LaJoie will also receive a pro rata portion of his bonus for the year of his termination based on actual Company performance results for such year. Mr. LaJoie will also be entitled to executive level outplacement services and office space for up to one year following his termination of employment. If Mr. LaJoie obtains other full-time employment during the period, he will continue to receive the payments described above but will cease to be eligible for continuation of benefits or vesting in any outstanding stock options, RSUs or long-term cash incentives (or similar arrangements).

*Disability.* Under his employment agreement, if Mr. LaJoie becomes disabled and cannot perform his duties for 26 consecutive weeks, his employment may be terminated, and he will receive, in addition to earned and unpaid base salary through termination, an amount equal to 2.5 times his annual base salary and the greater of the average of his two most recent annual bonuses or his then applicable annual target bonus amount.

*Death.* If Mr. LaJoie dies prior to the termination of his employment agreement, his estate or beneficiaries will receive a group term life insurance benefit with an aggregate death benefit equivalent to two and a half times his annual base salary and the greater of the average of (a) his two most recent annual bonuses and (b) his then applicable annual target bonus.

*Equity Awards.* Unless a more favorable outcome is specified in Mr. LaJoie's employment agreement, the terms of his equity award agreements govern his entitlements under those awards in the event of a termination of employment with or without cause, retirement, disability, death or a change in control. In the event of a termination with or without cause, retirement, disability, death or a change in control, under the award agreements, Mr. LaJoie's TWC unvested stock options and RSUs would be treated in the same fashion as Mr. Britt's, described under Glenn A. Britt Equity Awards.

*Conditions and Obligations Applicable to Receipt of Payments and Benefits.* Mr. LaJoie's right to receive these payments and benefits upon a termination without cause, or under the retirement option, is conditioned on his execution of a release of claims against the Company. If Mr. LaJoie does not execute a release of claims, he will receive a severance payment determined in accordance with the Company's policies relating to notice and severance. Mr. LaJoie is required to engage in any mitigation necessary to avoid applicability of the golden parachute excise taxes and related lost corporate tax deduction.

Assuming the trigger event causing any of the payments and other benefits described above occurred on December 31, 2009, and based on the NYSE closing price per share on December 31, 2009 of the Company's

**Table of Contents**

Common Stock (\$41.39), the dollar value of payments and other benefits provided Mr. LaJoie under his contract are estimated to be as follows:

	<b>Base Salary Continuation</b>	<b>Annual Bonus Continuation</b>	<b>Pro Rata Bonus(1)</b>	<b>Group Benefit Plans Continuation(2)</b>	<b>Stock-Based Awards(3)</b>	<b>Other(4)</b>
Termination without Cause	\$ 1,312,500	\$ 1,348,970	\$ 525,000	\$ 38,854	\$ 2,977,962	\$ 25,107
Change in Control(5)					\$ 2,977,962	
Disability	\$ 1,312,500	\$ 1,348,970	\$ 525,000		\$ 2,977,962	
Retirement(6)	\$ 1,837,500	\$ 1,079,176	\$ 525,000	\$ 57,001	\$ 2,977,962	\$ 27,750
Death(7)			\$ 525,000		\$ 2,977,962	
Termination for Cause						

- (1) Pro rata bonus is presented as Mr. LaJoie's current target bonus. In the event of a termination, the pro rata bonus would be determined based on the Company's performance. In certain instances, the terms of the Company's annual cash bonus plan may determine the bonus entitlement.
- (2) Includes the estimated cost of continued health, life and disability insurance for 30 months, except in the event of retirement.
- (3) Based on the excess of the closing sale price of Common Stock on December 31, 2009 over the exercise price for each option that vests as a result of the termination or change in control and based on the closing sale price of Common Stock on December 31, 2009 in the case of accelerated vesting of RSUs. See the Outstanding Equity Awards at December 31, 2009 Table for additional information as of December 31, 2009.
- (4) Includes financial planning reimbursement of up to \$3,000 annually for 30 months, \$12,000 in the aggregate for outplacement services (including office space) in the event of a termination without cause, \$10,000 for office space in the event of retirement and life insurance coverage at an annual cost of \$1,643.
- (5) The Change in Control values reflect the occurrence of a change in control without a termination of employment. The stock-based awards value in the event of a change in control is based on the terms of the equity award agreements. The severance benefits payable in the event of a termination without cause in connection with a change in control would be based on the Termination without Cause provisions shown above.
- (6) Assumes that Mr. LaJoie elects the retirement option on December 31, 2009 and has a 6-month transition period followed by a three-year advisory period, resulting in a total of 42 months of payments. The bonus payment for the transition period is based on the same calculation applicable to the advisory period.
- (7) Does not reflect death benefits payable under a company-paid life insurance policy provided pursuant to the terms of Mr. LaJoie's employment agreement.

As discussed in "Employment Agreements" above, Mr. LaJoie and the Company entered into an amended employment agreement, effective January 1, 2010. This amendment clarifies that, consistent with the Company's current practice, any bonus payable for a partial year of active employment as a result of a termination of Mr. LaJoie's employment will

be based on the actual achievement of the Company's performance criteria established for the applicable year under the Company's bonus plans.

***Marc Lawrence-Apfelbaum***

Under his employment agreement, Mr. Lawrence-Apfelbaum is entitled to certain payments and benefits upon the termination of employment under his employment agreement without cause and in connection with his termination of employment for other reasons. For this purpose, cause generally means the commission of acts resulting in material financial loss or substantial embarrassment to the Company, or the conviction of a felony.

*For Cause.* Under Mr. Lawrence-Apfelbaum's employment agreement, if the Company terminates his employment with cause, it will have no further obligations to Mr. Lawrence-Apfelbaum other than (a) to pay his base salary through the effective date of termination and (b) to satisfy any rights Mr. Lawrence-Apfelbaum has pursuant to any insurance or other benefit plans or arrangements.

*Retirement Option; Voluntary Resignation.* Under Mr. Lawrence-Apfelbaum's employment agreement, if he is employed by the Company when he is 55 years of age, he may elect a retirement option. The retirement option in Mr. Lawrence-Apfelbaum's agreement has the same terms as that for Mr. LaJoie described above. Mr. Lawrence-Apfelbaum was not eligible to retire on December 31, 2009. However, he will satisfy the retirement eligibility conditions in the employment agreement during 2010.

**Table of Contents**

*Termination without Cause.* Upon such a termination, Mr. Lawrence-Apfelbaum would be treated as an active employee for up to three years during which he will continue to receive his annual base salary and annual bonuses equal to the greater of the average of (a) his two most recent annual bonuses and (b) his then applicable annual target bonus. During this period, he will continue to receive employee benefits (other than stock-based awards, additional pension plan accrual and contributions to the TWC Savings Plan). Mr. Lawrence-Apfelbaum will also be entitled to use office space, secretarial services and other office facilities for up to one year following his termination of employment and reimbursement for financial and tax counseling services. If Mr. Lawrence-Apfelbaum obtains other full-time employment during the period, he will continue to receive the payments described above but will cease to be eligible for continuation of benefits.

*Disability.* Under his employment agreement, if Mr. Lawrence-Apfelbaum becomes disabled and cannot perform his duties for 26 consecutive weeks, his employment may be terminated, and he will receive, in addition to earned and unpaid base salary through termination, an amount equal to three times his annual base salary and then applicable annual target bonus amount.

*Death.* If Mr. Lawrence-Apfelbaum dies prior to the termination of his employment agreement, his estate or beneficiaries will receive the benefit described for Mr. Britt.

*Equity Awards.* Unless a more favorable outcome is specified in Mr. Lawrence-Apfelbaum's employment agreement, the terms of his equity award agreements govern his entitlements under those awards in the event of a termination of employment with or without cause, retirement or a change in control. In the event of a termination with or without cause, disability, death, retirement, or a change in control, under the award agreements, Mr. Lawrence-Apfelbaum's unvested stock options and RSUs would be treated in the same fashion as Mr. Britt's, described under Glenn A. Britt Equity Awards except that in the event of a termination without cause he becomes eligible for retirement treatment during his severance period.

*Conditions and Obligations Applicable to Receipt of Payments and Benefits.* Mr. Lawrence-Apfelbaum's right to receive these payments and benefits upon a termination without cause, a termination due to a material breach or under the retirement option, is conditioned on his execution of a release of claims against the Company no later than 60 days after Mr. Lawrence-Apfelbaum's separation of service from the Company. If Mr. Lawrence-Apfelbaum does not execute a release of claims, he will receive a severance payment determined in accordance with the Company's policies relating to notice and severance.

Assuming the trigger event causing any of the payments and other benefits described above occurred on December 31, 2009, and based on the NYSE closing price per share on December 31, 2009 of Common Stock (\$41.39), the dollar value of payments and other benefits provided to Mr. Lawrence-Apfelbaum under his contract are estimated to be as follows:

	<b>Annual</b>		<b>Group</b>	
<b>Base</b>	<b>Bonus</b>	<b>Pro</b>	<b>Benefit</b>	
<b>Salary</b>	<b>Continuation</b>	<b>Rata</b>	<b>Plans</b>	<b>Stock-Based</b>
		<b>Bonus(1)</b>	<b>Continuation(2)</b>	<b>Awards(3)</b>