

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

SUBHASH PATEL, derivatively on  
behalf of ALTICE USA INC.,

Plaintiff,

v.

PATRICK DRAHI, MANON  
BROUILLETTE, MARK MULLEN, and  
RAYMOND SVIDER,

Defendants,

-and-

ALTICE USA INC., a Delaware  
Corporation,

Nominal Defendant.

C.A. No. 2020-0499-PAF

**NOTICE OF PENDENCY AND SETTLEMENT OF ACTION**

**TO: ALL RECORD AND BENEFICIAL OWNERS OF ALTICE USA INC. COMMON STOCK AS OF THE CLOSE OF BUSINESS ON APRIL 22, 2022.**

**BROKERAGE FIRMS, BANKS, AND OTHER PERSONS OR ENTITIES WHO HELD OR HOLD SHARES OF RECORD WHO ARE NOT ALSO BENEFICIAL OWNERS, ARE DIRECTED TO FORWARD THIS NOTICE PROMPTLY TO THE BENEFICIAL OWNERS OF SUCH SHARES, OR REQUEST ALTICE TO DO SO (SEE SECTION AT THE END OF THIS NOTICE ENTITLED “NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS.”).**

**UNLESS YOU INTEND TO OBJECT TO THE PROPOSED SETTLEMENT, THE REQUEST FOR ATTORNEYS’ FEES AND REIMBURSEMENT OF EXPENSES, AND/OR THE INCENTIVE AWARD, YOU NEED NOT TAKE ANY ACTION IN RESPONSE TO THIS NOTICE.**

The purpose of this Notice is to inform you about (i) the pendency of the above-captioned stockholder derivative action (the “Action”), which was brought by an Altice stockholder on behalf of and for the benefit of Altice, pending in the Court of Chancery of the State of Delaware (the “Court”); (ii) a proposed settlement of the Action (the “Settlement”), subject to Court approval and other conditions as set forth in a Stipulation of Settlement (the “Stipulation”) that was filed with the Court and is publicly available for review as indicated in paragraph 23 below; (iii) the hearing that the Court will hold on \_\_\_\_\_, \_\_\_\_\_, 2022 at \_\_: \_\_ \_\_.m., to determine whether to approve the Settlement and to consider Plaintiff’s Counsel’s application for an award of attorneys’ fees and expenses and Plaintiff’s Counsel’s application for an award incentive award to Plaintiff; and (iv) Altice stockholders’ rights with respect to the proposed Settlement, Plaintiff’s Counsel’s application for an award of attorneys’ fees and expenses, and Plaintiff’s Counsel’s application for an incentive award to Plaintiff.<sup>1</sup>

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.  
YOUR RIGHTS WILL BE AFFECTED BY THIS ACTION.**

**WHAT IS THE PURPOSE OF THIS NOTICE?**

1. The Court directed that this Notice be mailed to you because Altice’s records indicate that you are a Current Stockholder of Altice.<sup>2</sup> The Court has directed us to send you this Notice because you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how this Action generally affects your legal rights.

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<sup>1</sup> The terms and conditions of the Settlement are set forth in the Stipulation and Agreement of Compromise, Settlement, and Release dated April 22, 2022 (the “Agreement”), entered into by and among individual defendants Patrick Drahi, Manon Brouillette, Mark Mullen, and Raymond Svider, nominal defendant Altice, and Plaintiff Subhash Patel (the “Plaintiff”). “Committee Defendants” means Manon Brouillette, Mark Mullen, and Raymond Svider.

<sup>2</sup> As further described in Paragraph 24 of this Notice, if you are a Stockholder of record holding any shares of Altice’s common stock of which you are not the beneficial owner, you are requested to forward this Notice to all such beneficial owners of those shares upon receipt.

2. The issuance of this Notice is not an expression by the Court of any findings of fact or any opinion concerning the merits of any claim in the Action, and the Court has not yet decided whether to approve the Settlement.

**WHAT IS THE CASE ABOUT? WHAT HAS HAPPENED SO FAR?**

THE FOLLOWING DESCRIPTION OF THE ACTION AND THE SETTLEMENT HAS BEEN PREPARED BY COUNSEL FOR THE SETTLING PARTIES. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO SUCH MATTERS, AND THIS NOTICE IS NOT AN EXPRESSION OR STATEMENT BY THE COURT OF FINDING OF FACT.

3. By letters dated November 25, 2019 and February 20, 2020, counsel for Plaintiff made demands on Altice USA for the inspection of certain non-public, Board-level, and senior officer-level corporate books and records pursuant to 8 *Del. C.* § 220. The Books and Records Demands sought to investigate, among other things, alleged breaches of fiduciary duties and waste of corporate assets in connection with certain transactions the Company entered into with Drahi, including but not limited to the June 7, 2018 Stockholders' Agreement with Next Alt S.À R.L. and A4 S.A., and certain compensation awards, specifically the 2017 Award, 2018 Award, and 2020 Award.

4. On June 23, 2020, Plaintiff filed a plenary stockholder derivative complaint on behalf of Altice USA in this Court, asserting claims for breach of fiduciary duties and waste of corporate assets under Delaware law. The Complaint alleged that Drahi, as controlling stockholder, and the Committee Defendants, as directors of the Company, breached their fiduciary duties and wasted corporate assets in approving the Awards to Drahi, which Plaintiff alleged were not entirely fair to the Company. The Complaint alleged that Individual Defendants are liable to Altice USA for damages resulting from the Awards, including rescissory damages and disgorgement. The Defendants have denied and continue to expressly deny each of the claims and contentions alleged by Plaintiff. On October 15, 2020, the parties filed a stipulation to dismiss defendant Next Alt S.à r.l. without prejudice. On October 15, 2020, Defendants Drahi, Svider, Mullen, and Brouillette filed their Answers and Affirmative Defenses to Plaintiff's Complaint. On March 9, 2021, the Court entered an Order Governing Case Schedule establishing deadlines for fact and expert discovery, summary judgment briefing, and other pre-trial matters, and setting a trial date of October 3, 2022.

5. From October 2020 through December 2021, the Individual Defendants and the Company produced to Plaintiff documents and information in response to Plaintiff's discovery requests related to the allegations in the Complaint and applicable defenses, which Plaintiff reviewed and analyzed. In total, the Individual Defendants produced over 35,000 responsive documents, comprising over 162,000 pages. Plaintiff also produced multiple sets of documents in response to Defendants' discovery requests. Collectively, Plaintiff and the Individual Defendants propounded and exchanged written responses to dozens of interrogatories, including numerous supplemental responses from all parties. The parties also prepared extensively for the depositions of ten fact witnesses, all of which were noticed and scheduled to take place in early 2022. Plaintiff also served a subpoena on non-party Sotheby's, Inc. to obtain the relevant communications of Charles Stewart, former Co-President and Chief Financial Officer and current director of Altice.

6. In March 2021, the Settling Parties began engaging in settlement discussions to explore a potential resolution of the Action. Initial settlement talks were unsuccessful, but the Settling Parties made further progress and continued negotiations thereafter. Over the next several months, with discovery ongoing, the Settling Parties engaged in good faith and extensive negotiations over Plaintiff's settlement demands, including exchanging various proposals for corporate governance reform enhancements and rescissory relief. These conversations did not result in an agreement.

7. The Settling Parties reengaged in settlement discussions in early January 2022. Ultimately, following the extensive, arm's length negotiations, on January 18, 2022, the Settling Parties reached an agreement-in-principle to settle the Action. The settlement terms include partial rescission and disgorgement of the Awards and requirements for the Company to adopt and implement certain Corporate Governance Policies set forth in paragraphs 10 and 12 below.

8. On April 22, 2022, the Parties entered into a Stipulation of Settlement setting forth the terms of the Settlement.

**WHAT ARE THE TERMS OF THE SETTLEMENT?**

9. As consideration for the Settlement, the Settling Parties have agreed that Defendant Drahi will remit and/or reduce a portion of awards granted to him in

2017, 2018, and 2020 and the Company shall implement and/or maintain certain corporate governance policies.

10. Within sixty (60) days of the Effective Date:

- a. Drahi shall remit to the Company an equivalent of 31.25% of the shares that he received upon the exercise of the 2017 Award, either in shares or in cash, at this election. If remittance is made in cash, the amount shall be equal to the price of stock as of January 19, 2022 (\$14.82) multiplied by 97,812 shares.
- b. Drahi's 2018 Award shall be reduced by 628,578 shares (47%), Drahi's option to purchase those 628,578 shares shall be rescinded and cancelled, and Drahi shall relinquish any claim to this reduced portion of the 2018 Award.
- c. Drahi's 2020 Stock Option Award shall be reduced by 1,840,000 shares (46%), Drahi's option to purchase those 1,840,000 shares shall be rescinded and cancelled, and Drahi shall relinquish any claim to this reduced portion of the 2020 Stock Option Award.
- d. Drahi's 2020 PSU Award shall be reduced by 46%, or 547,387 shares, prorated among the \$50 and \$60 performance strike price, and Drahi shall relinquish any claim to this reduced portion of the 2020 PSU Award.

11. Drahi shall not receive any "make whole" or "replacement" compensation with respect to the rescissions and disgorgement set forth above.

12. Within sixty (60) days of the Effective Date, the Board shall adopt and/or maintain the Corporate Governance Policies below for a period of four (4) years, unless the Board, in the exercise of its business judgment, determines in good faith that, due to changed circumstances, any such procedure or practice should be modified, suspended, or discontinued, provided that appropriate disclosure of any such determination, to the extent required, shall be made.

- a. Appointment of New Independent Director. The Settling Parties acknowledge and agree that the Company has, following consultation with Plaintiff's Counsel, already replaced one director on the Compensation Committee (the "Committee")

with a new director who meets the standards for independence set by the New York Stock Exchange (“NYSE”). The Settling Parties further acknowledge and agree the Board has reconstituted the Committee by removing the former director and appointing the new director.

- b. Any future compensation proposal for Drahi shall be subject *ab initio* to the Committee’s approval, which shall be comprised as required by NYSE rules.
- c. The Settling Parties acknowledge and agree that the Board has revised its independent director compensation program to include an annual award of stock options to independent directors.
- d. Independent Advisor. In evaluating matters pertaining to Drahi’s compensation, the Committee shall engage an independent compensation consultant (the “Independent Advisor”). The Independent Advisor shall assist the Committee in carrying out its responsibilities, including with respect to the negotiation and the evaluation of whether Drahi’s compensation would be fair and reasonable to the Company. The Independent Advisor shall prepare a report summarizing its analysis and conclusions and submit the report to the Committee.
- e. As part of its review of any future compensation proposal for Drahi, the Committee shall, among other things, (a) consider the report prepared by the Independent Advisor, and (b) conduct an evaluation of Drahi’s performance and the value provided to the Company from his past and contemplated future services.
- f. Information pertaining to the Committee’s review of Drahi’s compensation shall be included in the Company’s proxy statement.
- g. Drahi (and members of his family) shall neither participate in the Committee’s review nor attend any portion of any meeting in which Drahi’s compensation or performance is discussed.

- h. The Committee confirms that it shall continue to meet periodically in executive session, as required by its Charter, and shall ensure that appropriate minutes of these sessions are taken.
- i. The Board shall continue to develop and maintain a viable CEO succession plan.
- j. The Board shall continue to receive continuing education programs.

**WHAT ARE THE PARTIES' REASONS FOR THE SETTLEMENT?**

13. Plaintiff and Plaintiff's Counsel thoroughly considered the facts and law underlying the claims asserted in the Action. Plaintiff's agreement to settle the Action is not intended to be and shall not be construed as an admission or concession concerning the relative strength or merit of the claims. However, Plaintiff and Plaintiff's Counsel also recognize the significant risk, expense, and length of continued proceedings necessary to prosecute the Action through trial and possible appeals, and took these factors into account.

14. In light of Drahi's agreement to rescind portions of his Awards and the adoption and/or maintenance of Altice's corporate governance practices and procedures outlined above, and on the basis of information available to them, including publicly available information and a review of tens of thousands of documents produced by Defendants and non-parties, Plaintiff and Plaintiff's Counsel have determined that the proposed Settlement is fair, reasonable, adequate, and in the best interests of Altice. The Settlement provides immediate and substantial benefits for the Company without the risk that continued litigation could result in obtaining similar or lesser relief after continued extensive and expensive litigation, including trial and possible appeals, the outcome of which is inherently uncertain.

15. The Committee Defendants and Drahi have vigorously denied, and continue to vigorously deny, all allegations of wrongdoing, fault, liability or cognizable damage to Altice, and assert that they acted properly at all times. The Defendants have agreed to the Settlement solely because they consider it desirable

that the claims against them in the Action be settled and dismissed with prejudice in order to, among other things, (i) avoid the substantial expense, inconvenience and distraction of continued litigation, and (ii) finally put to rest the claims asserted against the Defendants in the Action.

**WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED?  
WHAT CLAIMS WILL THE SETTLEMENT RELEASE?**

16. If the Settlement is approved, the Court will enter a Final Order and Judgment (the “Judgment”). Pursuant to the Judgment, upon the Effective Date of the Settlement (as defined in the Agreement), the Action will be dismissed with prejudice and the following releases will occur:

**Release of Claims by Plaintiff, Altice, other Altice stockholders:** Altice, Plaintiff, and every other Altice stockholder, on behalf of Altice, on behalf of themselves and any other person or entity who could assert any of the Release Plaintiff’s Claims on their behalf, in such capacity only shall fully, finally, and forever release, settle, and discharge and shall forever be enjoined from prosecuting, the Release Plaintiff’s Claims against Defendants and any other Released Defendant Parties.

“Released Claims Against the Defendant Parties” means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature, or description whatsoever, whether legal or equitable, known or unknown (as defined in ¶1.40 of the Stipulation), disclosed or undisclosed, accrued or unaccrued, apparent or nonapparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent that have been or could have been asserted by the Released Plaintiff Parties in any capacity against the Released Defendant Parties or that Altice USA could have asserted directly against the Released Defendant Parties or that any Altice USA stockholder could have asserted derivatively on behalf of Altice USA against the Released Defendant Parties in any court, tribunal, forum, or proceeding, whether direct, derivative, individual, or class in nature, that are based upon, arise out of, or relate in any way, directly or indirectly to the allegations made in, or the subject matter of, the Action or Books and Records Demand, including, but not limited to: (i) the June 7, 2018 Stockholders’ Agreement;

(ii) the 2017 Award; (iii) the 2018 Award; and (iv) the 2020 Award, except for claims relating to the enforcement of the Settlement.

“Released Defendant Parties” means, whether or not each or all of the following Persons or entities were named, served with process, or appeared in the Action, the Settling Defendants, the Company, and Next Alt S.à r.l., and their respective successors, successors-in-interest, predecessors, predecessors-in-interest, parents, subsidiaries, affiliates, partners, directors, employees, officers, lawyers, advisors, insurers, reinsurers, trustees, executors, heirs, estates, spouses, marital communities, assigns or transferees, and any person or entity acting for or on behalf of any of them and each of them.

**Release of Claims by Defendants:** Defendants, on behalf of themselves and any other person or entity who could assert any of the Released Defendants’ Claims on their behalf, in such capacity only, shall fully, finally, and forever release, settle, and discharge, and shall forever be enjoined from prosecuting, the Released Defendants’ Claims against Released Plaintiff Parties.

“Released Claims Against the Plaintiff Parties” means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature, or description whatsoever, whether legal or equitable, known or unknown (as defined in ¶1.40), disclosed or undisclosed, accrued or unaccrued, apparent or nonapparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent that have been or could have been asserted by the Released Defendant Parties against the Released Plaintiff Parties in any court, tribunal, forum, or proceeding that are based upon, arise out of, or relate in any way, directly or indirectly to the institution, prosecution, or settlement of the claims against any or all of the Released Defendant Parties and the Company, except for claims relating to the enforcement of the Settlement.

“Released Plaintiff Parties” means Plaintiff, Plaintiff’s Counsel, and their respective successors, successors-in-interest, predecessors, predecessors-in-interest, parents, subsidiaries, affiliates, partners, directors, employees, officers, lawyers, advisors, insurers, reinsurers, trustees, executors, heirs, estates, spouses, marital communities, assigns or transferees and any person or entity acting for or on behalf of any of them and each of them.

**“Release of Unknown Claims”** means any claims that any of the Settling Parties does not know or suspect to exist in his, her, or its favor at the time of

the release of the Released Parties, including claims which, if known by him, her, or it, might have affected his, her, or its settlement with, and release of the Released Parties, or might have affected his, her, or its decision not to object to this Settlement. With respect to all Released Claims, the Released Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall be deemed to have, and by operation of the Order and Final Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code § 1542, which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

and any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code § 1542. The Settling Parties each agree and acknowledge that this waiver is an essential term of the Agreement, without which the consideration given herein would not have been given by the Parties.

17. If the Settlement is approved and the Effective Date occurs, no Altice stockholder will be able to bring another action asserting the Released Plaintiff's Claims against any of the Released Defendant Parties on behalf of Altice or individually.

18. Pending final determination by the Court of whether the Settlement should be approved, all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Agreement, have been stayed by the Court. By order of the Court, pending final determination of whether the Settlement should be approved, Plaintiff and all other Altice Stockholders are barred and enjoined from commencing, instituting or prosecuting any of the Released Claims against any of the Released Parties.

## **HOW WILL PLAINTIFF'S COUNSEL BE PAID?**

Plaintiff's Counsel have not received any payment for their services in pursuing the claims asserted in the Action, nor have Plaintiff's Counsel been reimbursed for their out-of-pocket expenses. Plaintiff's Counsel invested their own resources in pursuing the Action on a contingency basis, meaning they would only recover their expenses and be compensated for their time if they created benefits through the Action. In light of the risks undertaken in pursuing the Action on a contingency basis and the benefits created for Altice through the Settlement and prosecution of the Action, Plaintiff's Counsel intends to petition the Court for an award of attorneys' and litigation expenses to be paid by Defendants' insurers, and from no other source, which shall not exceed two million four hundred and seventy-five thousand dollars (\$2,475,000) in the aggregate (the "Fee and Expense Amount"). Plaintiff also intends to petition the Court for an incentive award of up to \$5,000 to be paid to Plaintiff solely from the Fee and Expense Amount (the "Incentive Award"). Any attorneys' fees and expense that are awarded by Court (the "Fee Award") and/or the Incentive Award will be paid by Defendants' insurers. Defendants and Altice agree that they will not object to or otherwise take any position on the Fee and Expense Amount and/or the Incentive Award so long as the Fee and Expense Amount seeks an award no greater than two million four hundred and seventy-five thousand dollars (\$2,475,000) in the aggregate and the Incentive Award seeks no greater than \$5,000 of the Fee Award. The Court will determine the amount of any fee and expense award to Plaintiff's Counsel and any Incentive Award to Plaintiff at the Settlement Hearing.

## **WHEN WILL THE SETTLEMENT HEARING BE HELD? DO I HAVE A RIGHT TO APPEAR AT THE SETTLEMENT HEARING?**

19. The Court will consider the Settlement and all matters related to the Settlement at the Settlement Hearing. The Settlement Hearing will be held before The Honorable Paul A. Fioravanti, Jr., Vice Chancellor, on \_\_\_\_\_, 2022, at \_\_\_: \_\_\_ .m., at the Court of Chancery of the State of Delaware, Court of Chancery Courthouse, in the Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801 (or by telephone or Zoom if the Settlement Hearing is conducted in such a manner).

20. The Court will consider any submission made in accordance with the provisions below even if an Objector does not attend the hearing. Participation in the Settlement is not conditioned on attendance at the Settlement Hearing.

21. Any record or beneficial stockholder of Altice who objects to the Settlement, the proposed Order and Final Judgment to be entered in the Action, Plaintiff's Counsel's application for the Fee and Expense Amount, and/or Plaintiff's application for the Incentive Award, or who otherwise wishes to be heard (an "Objector"), may appear in person (or by telephone or Zoom if the Settlement Hearing is conducted in such manner) or by his, her, or its attorney at the Settlement Hearing and present any evidence or argument that may be proper and relevant; provided, however, that no Objector shall be heard or entitled to contest the approval of the terms and conditions of the Settlement, or, if approved, the Order and Final Judgment to be entered thereon, unless he, she, or it has, no later than ten business days before the Settlement Hearing (unless the Court in its discretion shall thereafter otherwise direct, upon application of such Objector and for good cause shown), files with the Register in Chancery, Court of Chancery, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, the following: (i) proof of ownership of Altice stock as of April 22, 2022 and continuously to the present; (ii) a written and signed notice of the Objector's intention to appear, which states the name, address, and telephone number of his, her, or its counsel; (iii) a detailed statement of the objections to any matter(s) before the Court; and (iv) a detailed statement of all grounds for such objection(s) and the reasons for the Objector's desire to appear and to be heard, as well as all documents or writings which the Objector desires the Court to consider. Any such filings with the Court must also be served upon each of the following counsel (i) by hand, first class U.S. mail, or express service, and (ii) by email such that they are received no later than ten business days prior to the settlement hearing:

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*Counsel for Defendant Patrick Drahi and non-party Next Alt S.A.R.L.*

22. Unless the Court orders otherwise, any person or entity who fails to object in the manner described above shall be deemed to have waived such objection (including the right to appeal), unless the court in its discretion allows such objection to be heard at the Settlement Hearing, and shall be forever barred from raising any objection to the Settlement, Plaintiff's Counsel's application for an award of attorneys' fees and expenses, and Plaintiff's application for an incentive fee award, or any other matter related to the Settlement, in the Action or in any other action or proceeding, and will otherwise be bound by the Order and Final Judgment to be entered and the release to be given.

**CAN I SEE THE COURT FILE? WHOM SHOULD I  
CONTACT IF I HAVE QUESTIONS?**

23. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Agreement, which may be inspected at the Office of the Register in Chancery in the Court of Chancery

of the State of Delaware, Court of Chancery Courthouse, 500 North King Street, Wilmington, DE 19801, during regular business hours of each business day. You may also view a copy of the Stipulation and any related orders entered by the Court at [\_\_\_\_\_]. If you have questions regarding the Settlement, you may write or call the following representative for Plaintiff's Counsel: Steven J. Purcell, PURCELL & LEFKOWITZ LLP, 200 Park Avenue, Suite 1700, New York, NY 10166, (212) 725-1000, spurcell@pjlfirm.com and David M. Sborz, ANDREWS & SPRINGER LLC, 4001 Kennett Pike, Suite 250, Wilmington, DE 19807, (302) 231-2388.

**DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE REGISTER IN CHANCERY REGARDING THIS NOTICE.**

**NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS**

24. Brokerage firms, banks, and other persons or entities who hold shares of Altice common stock as record owners, but not as beneficial owners, are directed to either (a) promptly request from Altice sufficient copies of this Notice to forward to all such beneficial owners and after receipt of the requested copies promptly forward such Notices to all such beneficial owners; or (b) promptly provide a list of the names and addresses of all such beneficial owners to \_\_\_\_\_ after which Altice will promptly send copies of the Notice to such beneficial owners. Copies of this Notice may be obtained by contacting \_\_\_\_\_ at \_\_\_\_\_.

BY ORDER OF THE COURT

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Register in Chancery