
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

December 22, 2021

Date of Report (Date of earliest event reported)

CHARLES RIVER LABORATORIES INTERNATIONAL, INC.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other
Jurisdiction of Incorporation)

001-15943
(Commission File Number)

06-1397316
(IRS Employer
Identification No.)

251 Ballardvale Street
Wilmington, Massachusetts 01887
(Address of Principal Executive Offices) (Zip Code)

781-222-6000
(Registrant's Telephone Number, including Area Code)

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

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|--------------------------------|-------------------|---|
| Common stock, \$0.01 par value | CRL | New York Stock Exchange |

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

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

Item 5.02 Departure of Directors of Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On December 22, 2021, the Compensation Committee of the Board of Directors of Charles River Laboratories International, Inc. (the “Company”) approved a one-time, long-term equity award to Joseph W. LaPlume, Corporate Executive Vice President, Corporate Development & Strategy. The one-time award is intended to recognize Mr. LaPlume’s prior contributions to, and his continued critical role in, the growth of the Company, and to further incentivize him in connection with the achievement of the Company’s strategic business goals over the next five years.

The effective grant date of the award is December 25, 2021. The award has an intended grant date fair value of \$5,000,000, 50% of which will be issued in restricted stock units, substantially in the form of award typically awarded to executive officers, except that the award will vest on a cliff basis five years from the date of grant. The other 50% of the award will be issued in performance share units (PSUs) similar to the form of award typically provided to executive officers, except that: (1) performance will be based solely upon a five-year relative total shareholder return (rTSR) compared to the Standard & Poor Healthcare 500 Index; and (2) 100% payout will be attained upon 55% rTSR performance.

The description above of the equity award issued to Mr. LaPlume does not purport to be complete and is qualified in its entirety by reference to the full text of the award agreements, set forth in Exhibits 10.1 and 10.2 to this Form 8-K, and incorporated in this Item 5.02 by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

| Exhibit No. | Description |
|--------------------|--|
| 10.1 | Charles River Laboratories International, Inc. Restricted Stock Unit Award dated December 25, 2021 granted to Joseph W. LaPlume |
| 10.2 | Charles River Laboratories International, Inc. Performance Share Unit Award dated December 25, 2021 granted to Joseph W. LaPlume |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document) |

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CHARLES RIVER LABORATORIES INTERNATIONAL, INC.

Date: December 27, 2021

By: /s/ Matthew L. Daniel

Matthew L. Daniel, Corporate Senior Vice President,
General Counsel, Chief Compliance Officer & Corporate Secretary

CHARLES RIVER LABORATORIES INTERNATIONAL, INC.
GRANTED UNDER 2018 INCENTIVE PLAN
RESTRICTED STOCK UNIT AWARD

Unless defined in this Restricted Stock Unit Award (this "**Award Document**"), capitalized terms will have the same meanings ascribed to them in the Charles River Laboratories International, Inc. 2018 Incentive Plan (the "**Plan**").

Pursuant to Section 4(c) of the Plan, you have been granted restricted units of Common Stock on the following terms and subject to the provisions of the Plan, which is incorporated by reference. In the event of a conflict between the provisions of the Plan and this Award Document, the provisions of the Plan will prevail. Each unit entitles you to receive one share of the Company's Common Stock at such time as your units vest in accordance with the schedule set forth below. The grant of the units to you does not transfer title to the underlying shares to you until such units have vested. Therefore, you do not have any voting or dividend rights relating to the underlying shares until such time as units vest; however any dividend equivalents on the unvested portion of your restricted stock units will be held in an escrow account until such shares vest.

| | |
|---------------------------------------|-------------------------------|
| Name: | Joseph LaPlume |
| Total Number of Units Granted: | 6,771 |
| Date of Grant: | December 25, 2021 |
| Vesting Schedule: | Vesting is per below schedule |

December 25, 2026, 6,771

This Restricted Stock Units Award is made to you expressly on the condition that the shares underlying such award are granted under and governed by the terms and conditions of the Plan and the terms and conditions set forth in the attached Exhibit A.

CHARLES RIVER LABORATORIES INTERNATIONAL, INC.



Victoria Creamer _____
CEVP & Chief People Officer

[2018IP Plan Document English](#)
[2018IP Prospectus English](#)

EXHIBIT A

TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT AWARD

Payment for Shares

No payment is required for the Restricted Stock Units (“RSU”s) that you receive under this Award, nor for the underlying Shares upon vesting of the RSUs.

Vesting

The RSUs that you receive under this Award will vest in accordance with the “Vesting Schedule” set forth in the Award Document.

Restricted Units

You may not sell, transfer, pledge or otherwise dispose of, make any short sale of, grant any option for the purchase of or enter into any hedging or similar transaction with the same economic effect as a sale, any RSUs, except as provided in the next paragraph.

Except as otherwise provided in the Plan, RSUs will not be transferable by you other than by will or by the laws of descent and distribution. With the consent of the Committee, you may transfer RSUs to: (i) your spouse, children or grandchildren (“Immediate Family Members”), (ii) a trust or trusts for the primary benefit of you and/or any or all of such Immediate Family Members or (iii) a partnership or other entity in which you and/or any or all of such Immediate Family Members or trusts are the only partners or equity participants; *provided* that a transferee of RSUs must agree in writing on a form prescribed by the Company to be bound by all provisions of this Award Document and subsequent transfers of RSUs will be prohibited except those in accordance with the Plan. Following transfer, RSUs will continue to be subject to the same terms and conditions as were applicable immediately before transfer, and the events of termination of the section below entitled “Termination” will continue to be applied with respect to you.

Termination

If you cease to be an employee of the Company or an Affiliate for any reason other than a termination by virtue of your death or a Full Career Retirement, then (1) you will forfeit all of the unvested RSUs that you receive under this Award without any consideration and (2) such shares of unvested RSUs covered by this Award will revert to the Plan.

If your employment with the Company is terminated by virtue of your death, all of the unvested RSUs that you receive under this Award shall vest and be settled on the date of such termination.

If your employment with the Company is terminated by virtue of a Full Career Retirement, the units shall continue to vest and be settled as they would have absent an employment termination, subject to your continued compliance with the restrictions set forth in below in “Retirement Restrictions.”

For purposes of this Award Document:

“Full Career Retirement” means your termination of employment from the Company and its subsidiaries and/or affiliates, other than for cause, on or after such time that you have become Retirement Eligible.

“Retirement Eligible” means that you (i) have attained age 55, (ii) have a minimum of 10 years of service with the Company and its subsidiaries and/or affiliates (such service only to have deemed to have commenced at such time as such subsidiary and/or affiliate became a subsidiary and/or affiliate of the Company, (iii) the numerical sum of your age and years of service (as calculated pursuant to clause (ii) above) is equal to at least 70, (iv) you have given notice, in form satisfactory to the Company, to the Chief Administrative Officer of the Company (or, if you are the Chief Administrative Officer, to the Chief Executive Officer) of your intent to retire specifying the exact intended date of retirement to the Company (provided that prior to such notice the Company had not already given you notice that you would be terminated), and remained employed by the Company until the earlier of (a) the one year anniversary of

the date of such notice or (b) the date on which you experience a termination of employment due to death or disability or you are terminated by the Company without cause and (v) at the time you give such notice to the Company you also provide the Company with a signed acknowledgement, in a form satisfactory to the Company, reaffirming the covenants set forth below in "Retirement Restrictions."

Retirement Restrictions

For the period beginning on the date of your Full Career Retirement and ending on the date on which the restricted unit would have become fully vested absent a termination of employment (the "Restricted Period"), you shall not, directly or indirectly, without the prior written consent of the Company, (1) render services as an employee, consultant, director, partner or otherwise to any person, entity, division, subsidiary or subgroup whose primary business activity is in competition with the Company's business, or (2) assist with the creation of (a) any entity whose primary business activity is in competition with the Company's business, or (b) any division, subsidiary or subgroup of an entity whose primary business activity is in competition with the Company's business. Nothing herein shall prohibit you from pursuing employment with any corporation or entity engaged substantially in the discovery or development of pharmaceuticals or medical devices as long as such company also manufactures, markets and sells such products. YOU ACKNOWLEDGE AND UNDERSTAND THAT THIS SECTION MAY AFFECT YOUR RIGHT TO ACCEPT EMPLOYMENT WITH OTHER COMPANIES SUBSEQUENT TO EMPLOYMENT BY THE COMPANY AND THAT THE RESTRICTIONS CONTAINED HEREIN ARE SEPARATE AND APART AND IN ADDITION TO ANY SIMILAR RESTRICTIONS, NON-COMPETE OR OTHERWISE, THAT YOU MAY BE SUBJECT TO PURSUANT ANY OTHER AGREEMENT WITH THE COMPANY OR ANY OF ITS AFFILIATES.

Shares

Upon the vesting of your RSUs, the underlying shares which have vested will be transferred from the transfer agent to your stock account at CRL's stock plan administrator.

Withholding Taxes

No shares will be released to you unless you have made acceptable arrangements to pay any withholding taxes that may be due as a result of the receipt of Shares upon vesting of the RSUs that you receive under this Award. These arrangements may include withholding of Shares that otherwise would be released to you when the RSUs vest or surrendering of RSUs or shares that you already own. The Fair Market Value of RSUs or Shares that are withheld or that you surrender, determined as of the date when the taxes otherwise would have been withheld in cash, will be applied as a credit against the taxes.

Lock-Up Period

If requested by the Company, you hereby agree that you will not sell, transfer, pledge, otherwise dispose, make any short sale of, grant any option for the purchase of or enter into any hedging or similar transaction with the same economic effect as a sale, any Shares (or other securities of the Company) held by you (other than those included in the registration) for a period specified by the representative of the underwriters of the Common Stock (or other securities of the Company) not to exceed 180 days following the effective date of a registration statement of the Company filed under the Securities Act.

You agree to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. In addition, if requested by the Company or the representative of the underwriters of Common Stock (or other securities) of the Company, you will provide, within 10 days of the request, the information required by the Company or the representative in connection with the completion of any public offering of the Company's securities pursuant to a registration statement filed under the Securities Act. The obligations described in this section entitled "Lock-Up Period" will not apply to a registration relating solely to employee benefit plans on Form S-3 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the Shares (or other securities) subject to the foregoing restriction until the end of the 180-day period.

Recoupment

Shares awarded under this Award Agreement are subject to recoupment in accordance with the Company's Corporate Governance Guidelines, as may be revised from time to time, and/or any other so-

called recoupment, clawback or similar policy that may be approved by the Board of Directors of the Company or any committee thereof.

Section 409A of the Code

This Award is intended to exempt and/or comply with Section 409A of the Internal Revenue Code, as amended (the "Code") and shall be administered, interpreted and construed accordingly. The Company may, in its sole discretion and without your consent, modify or amend the terms of this Award Agreement, impose conditions on the timing and effectiveness of the issuance of the Restricted Stock Units, and/or take any other action it deems necessary to cause this Award Agreement to be exempted from Section 409A (or to comply therewith to the extent the Company determines it is not excepted). Notwithstanding, you recognize and acknowledge that Section 409A may affect the timing and recognition of payments due hereunder, and may impose upon you certain taxes or other charges for which you are and shall remain solely responsible. If the Company considers you to be one of its "specified employees" and you are a U.S. taxpayer, in each case, at the time of your "separation from service" (as such terms are defined in the Code) from the Company, no conversion specified hereunder shall occur prior to the expiration of the six-month period measured from the date of your separation from service from the Company to the extent required to comply with Section 409A of the Code.

No Guarantee of Continued Service

YOU ACKNOWLEDGE AND AGREE THAT EXCEPT AS OTHERWISE PROVIDED HEREIN THE VESTING OF SHARES PURSUANT TO THE "VESTING SCHEDULE" HEREOF IS EARNED ONLY BY CONTINUING AS AN EMPLOYEE OF THE COMPANY OR ITS AFFILIATES. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THIS AWARD DOCUMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE "VESTING SCHEDULE" DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED EMPLOYMENT FOR THE VESTING PERIOD, FOR ANY PERIOD OR AT ALL AND WILL NOT INTERFERE IN ANY WAY WITH YOUR RIGHT OR THE COMPANY'S RIGHT OR ITS AFFILIATE'S RIGHT TO TERMINATE YOUR EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE.

Entire Agreement; Governing Law

The Plan and this Award Document constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and you with respect to the subject matter hereof. This Award Document may not be modified in a manner that is materially adverse to your interest except by means of a writing signed by the Company and you. This Award Document is governed by the internal substantive laws of but not the choice of law rules of the Commonwealth of Massachusetts.

CHARLES RIVER LABORATORIES INTERNATIONAL, INC.
2018 INCENTIVE PLAN
PERFORMANCE SHARE UNIT AWARD AGREEMENT (the “Award Agreement”)

This Performance Share Unit Award (the “Award”) is granted as of December 25, 2021 by Charles River Laboratories International, Inc. (the “Company”) to Joseph W. LaPlume (the “Participant”) on the terms and conditions as set forth in this Award Agreement and in the 2018 Incentive Plan (as amended from time to time, the “Plan”). All capitalized terms used herein shall have the meaning specified in the Plan, unless another meaning is specified herein.

In accordance with this grant, and as a condition thereto, the Company agrees as follows:

SECTION 1. Performance Share Unit Award; Performance Period; Date of Grant.

Target Award: **5,096** Performance Share Units (the “Target Award”)
Performance Period: December 26, 2021 through and ending on December 26, 2026
(the “Performance Period”)
Date of Grant: December 25, 2021

SECTION 2. Nature of Award. The Target Award represents the opportunity to receive a future payment equal to a number of shares of Company common stock, par value \$0.01 per share (the “Performance Shares”), to be delivered in the form of unrestricted common stock, as are earned in accordance with Section 3 and Section 4 of this Award Agreement.

SECTION 3. Determination of Number of Shares Earned. The number of Performance Shares earned as of the end of the Performance Period, if any, shall be determined as follows (subject to the Participant’s continued employment through December 26, 2026, except as provided under Section 5):

$$\# \text{ of Shares} = \# \text{ Target Award} \times \text{TSR Payout Percentage}$$

For purposes of this Award Agreement:

“# Target Award” means the number of Performance Share Units comprising the Target Award in Section 1, above.

“TSR” means Total Shareholder Return, which is the share price appreciation of any particular company’s publicly traded common stock plus dividends accrued, as measured during the Performance Period. The starting and ending points for calculating a company’s 5-year TSR are the average closing stock price of the common stock for the twenty (20) trading days prior to the start or end date of the Performance Period, as applicable. For purposes of clarity, any dividends will be accrued as cash, summing all dividends over the Performance Period.

“TSR Payout Percentage” means the percentage multiplier as determined in the table below:

| Relative 5-year TSR Percentile | TSR Payout Percentage |
|--------------------------------|-----------------------|
| >75 th Percentile | 200% |
| 75 th Percentile | 200% |
| 55 th Percentile | 100% |
| 30 th Percentile | 25% |
| <30 th Percentile | -0- payout |

As shown in the table above, between each of the three percentile levels, the TSR Payout Percentage will be calculated based upon a linear interpolation. For example, there is linear interpolation between the 30th Percentile and the 55th Percentile, and a separate linear interpolation between the 55th Percentile and the 75th Percentile.

“Relative 5-year TSR Percentile” means the comparative percentile of the Company’s 5-year TSR as compared to the TSRs for the companies in the Peer Group. If the Company and/or any member of the Peer Group split its stock or declare a distribution of shares, such company’s TSR performance will be adjusted for the stock split or share distribution so as not to give an advantage or disadvantage to such company by comparison to the other companies.

“Peer Group” means the S&P500 Healthcare Index as approved by the Compensation Committee of the Board of Directors prior to the award; provided, however, that the Peer Group shall include only those companies that remain on the list, based on continuing to meet the qualifications originally established for companies to be selected for the list, at the end of the Performance Period. By way of clarity, but not intended to address all circumstances:

- If a member of the Peer Group is acquired by another company, the acquired Peer Group company will be removed from the Peer Group for the entire Performance Period.
- If a member of the Peer Group sells, spins-off, or disposes of a portion of its business, then such Peer Group company will remain in the Peer Group for the Performance Period unless such disposition(s) results in the disposition of more than 50% of such company's total assets during the Performance Period.
- If a member of the Peer Group acquires another company, the acquiring Peer Group company will remain in the Peer Group for the Performance Period.
- If a member of the Peer Group is delisted on all major stock exchanges, such delisted company will be removed from the Peer Group for the entire Performance Period.
- Members of the Peer Group that file for bankruptcy, liquidation or reorganization during the Performance Period will remain in the Peer Group positioned below the lowest performing non-bankrupt member of the Peer Group in reverse chronological order by bankruptcy date (except to the extent such member of the Peer Group is removed pursuant to another of the circumstances above).

In addition, the Compensation Committee shall have the authority to make other appropriate adjustments in response to a change in circumstances that results in a member of the Peer Group no longer satisfying the criteria for which such member was originally selected.

The total "# of Shares" earned shall be determined by the Compensation Committee of the Board of Directors of the Company (the "Administrator") in its sole discretion based on the formula set out above in this Section 3. The Payout Percentage may be as low as 0%, or as high as 200%. The Administrator shall make the determination of the # of Shares at a meeting of the Administrator to occur in the first calendar quarter of fiscal year 2027; provided, however, that the Administrator has the discretion to make such determination and/or grant of the # of Shares at such time or times as it deems acceptable in the sole discretion of the Administrator.

SECTION 4. *Payment of Performance Shares.* The Performance Shares payable to a Participant as determined by the Payout Percentage calculated pursuant to Section 3 shall be as follows:

- 100% of the Performance Shares will be paid in the form of common stock of the Company (without any restrictions thereupon).

The Company shall not be required to issue any fractional Performance Shares pursuant to this Award Agreement, and the Compensation Committee shall round fractions down.

SECTION 5. *Termination of Employment.*

(a) If the Participant's employment with the Company is terminated by the Company or by the Participant (other than by the death of the Participant or by virtue of the Participant's Full Career Retirement), the provisions of Section 4.d.(5-6) of the Plan shall govern.

(b) If the Participant's employment with the Company is terminated by reason of death prior to the end of the Performance Period, the provisions of Sections 4.d.(5) and 4.d.(7) of the Plan shall govern.

(c) If the Participant's employment with the Company is terminated by virtue of a Full Career Retirement, the Performance Shares shall continue to vest as they would have absent an employment termination, subject to the Participant's continued compliance with the restrictions set forth in Section 6, and the number of Performance Shares earned as of the end of the Performance Period shall be determined in accordance with Section 3 and will be paid to the Participant at the time they would have been paid absent an employment termination.

For purposes of this Award Agreement:

"Full Career Retirement" means the Participant's termination of employment from the Company and its subsidiaries and/or affiliates, other than for cause, on or after such time that the Participant has become Retirement Eligible.

"Retirement Eligible" means that the Participant (i) has attained age 55, (ii) has a minimum of 10 years of service with the Company and its subsidiaries and/or affiliates (such service only to have deemed to have commenced at such time as such subsidiary and/or affiliate became a subsidiary and/or affiliate of the Company), (iii) the numerical sum of the Participant's age and years of service (as calculated pursuant to clause (ii) above) is equal to at least 70, (iv) the Participant has given notice, in form satisfactory to the Company, to the Chief Administrative Officer of the Company (or, if the Participant is the Chief Administrative Officer, to the Chief Executive Officer) of his or her intent to retire specifying the exact intended date of retirement (provided that prior to such notice the Company had not already given notice to the Participant that he or she would be terminated), and remained employed by the Company until the earlier of (a) the one year anniversary of the date of such notice or (b) the date on which the Employee experienced a termination of employment due to death or disability or was terminated by the Company without cause and (v) at the time the

Participant gave such notice to the Company he or she also provided the Company a signed acknowledgement, in a form satisfactory to the Company, reaffirming the covenants set forth in Section 6.

(d) For purposes of the Plan and the Award Agreement, a transfer of employment from the Company to any subsidiary of the Company or vice versa, or from one subsidiary to another, shall not be considered a termination of employment.

SECTION 6. *Retirement Restrictions.* For the period beginning on the date of the Participant's Full Career Retirement and ending on the date on which the Award would have become fully vested absent a termination of employment (the "Restricted Period"), the Participant shall not, directly or indirectly, without the prior written consent of the Company, render services as an employee, consultant, director, partner or otherwise to any person, entity, division, subsidiary or subgroup whose primary business activity is in competition with the Company's business, or (2) assist with the creation of (a) any entity whose primary business activity is in competition with the Company's business, or (b) any division, subsidiary or subgroup of an entity whose primary business activity is in competition with the Company's business. Nothing herein shall prohibit the Participant from pursuing employment with any corporation or entity engaged substantially in the discovery or development of pharmaceuticals or medical devices as long as such company also manufactures, markets and sells such products. **THE PARTICIPANT ACKNOWLEDGES AND UNDERSTANDS THAT THIS SECTION MAY AFFECT THE PARTICIPANT'S RIGHT TO ACCEPT EMPLOYMENT WITH OTHER COMPANIES SUBSEQUENT TO EMPLOYMENT BY THE COMPANY AND THAT THE RESTRICTIONS CONTAINED HEREIN ARE SEPARATE AND APART AND IN ADDITION TO ANY SIMILAR RESTRICTIONS, NON-COMPETE OR OTHERWISE, THAT THE PARTICIPANT MAY BE SUBJECT TO PURSUANT ANY OTHER AGREEMENT WITH THE COMPANY OR ANY OF ITS AFFILIATES.**

SECTION 7. *Tax Withholding.* Pursuant to paragraph 4.a.(6) of the Plan, the Administrator shall have the power and the right to deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy any federal, state, local or other taxes required by applicable law to be withheld with respect to payment of the Award.

SECTION 8. *No Employment Commitment; Rights as a Shareholder.* Nothing herein contained or contained in the Plan shall be deemed to be or constitute an agreement or commitment by the Company to continue to employ the Participant for the period within which this Award may be earned or exercised. The Participant acknowledges and agrees that his or her employment with the Company shall remain on an "at will" basis and that the Company may terminate the employment of the Participant with or without cause at any time. The Participant shall have no rights as a shareholder with respect to the Performance Share Units subject to the Award until the shares with respect to the Award have been issued.

SECTION 9. *Limitation of Rights; Dividend Equivalents.* Prior to the receipt of shares of Common Stock as outlined above, Participant shall not have (i) any rights of ownership of the shares of Common Stock subject to the Performance Share Units before the issuance of such shares, (ii) any right to vote such shares, or (iii) the right to receive any cash dividends paid on shares underlying Performance Share Units if and when cash dividends are paid to shareholders of the Company.

SECTION 10. *Transferability.* This Performance Award is not transferable by the Participant otherwise than by will or the laws of descent and distribution.

SECTION 11. *Ratification of Actions.* By accepting the Award or other benefit under the Plan, the Participant and each person claiming under or through him or her shall be conclusively deemed to have indicated the Participant's acceptance and ratification of, and consent to, any action taken under the Plan or the Award by the Company, the board or the Administrator. All decisions or interpretations of the Company, the Board and the Administrator upon any questions arising under the Plan and/or this Award Agreement shall be binding, conclusive and final on all parties. In the event of any conflict between any provision of the Plan and this Award Agreement, the terms and provisions of the Plan shall control.

SECTION 12. *Notices.* Any notice hereunder to the Company shall be addressed to its office, 251 Ballardvale Street, Wilmington, MA 01887, Attention: Corporate Senior Vice President & Chief People Officer, and any notice hereunder to the Participant shall be addressed to him or her at the address specified on the Award Agreement, subject to the right of either party to designate at any time hereafter in writing some other address.

SECTION 13. *Entire Agreement; Governing Law.* The Plan and this Award Agreement constitute the entire agreement with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and you with respect to the subject matter hereof. This Award Agreement may not be modified in a manner that is materially adverse to your interest except by means of a writing signed by the Company and you. This Award Agreement is governed by the internal substantive laws but not the choice of law rules of Delaware.

YOU ARE HEREBY INFORMED THAT THIS AWARD IS SUBJECT TO ALL TERMS AND CONDITIONS OF THE PLAN, A COPY OF WHICH IS ATTACHED HERETO. YOU ARE HEREBY INFORMED THAT ALL DECISIONS OR INTERPRETATIONS OF THE ADMINISTRATOR UPON ANY QUESTIONS ARISING UNDER THE PLAN OR THIS AWARD AGREEMENT ARE FINAL, BINDING AND CONCLUSIVE.

SECTION 14. *Financial Statements.* The Company's most recent Annual Report to Shareholders containing the Company's audited financial statements for the last three (3) years and its Annual Report on Form 10-K is available on the Company's website at <http://www.criver.com>.

SECTION 15. *Recoupment.* Shares awarded under this Award Agreement are subject to recoupment in accordance with the Company's Corporate Governance Guidelines, as may be revised from time to time, and/or any other so-called recoupment, clawback or similar policy that may be approved by the Board of Directors of the Company or any committee thereof.

SECTION 16. *Adjustments; Effect of Certain Transactions.* The number of Shares covered by the Performance Share Units shall be adjusted as set forth in Section 5 of the Plan to reflect dividends or other distributions, recapitalizations, stock splits, reverse stock splits, reorganizations, mergers, consolidations, split-ups, spin-offs, combinations, repurchases or exchanges.

SECTION 17. *Section 409A of the Code.* This Award is intended to be excepted from coverage under and/or comply with Section 409A of the Internal Revenue Code, as amended (the "Code") and shall be administered, interpreted and construed accordingly. The Company may, in its sole discretion and without Participant's consent, modify or amend the terms of this Award Agreement, impose conditions on the timing and effectiveness of the issuance of the Performance Share Units, and/or take any other action it deems necessary to cause this Award Agreement to be exempted from Section 409A (or to comply therewith to the extent the Company determines it is not excepted). Notwithstanding, Participant recognizes and acknowledges that Section 409A may affect the timing and recognition of payments due hereunder, and may impose upon the Participant certain taxes or other charges for which the Participant is and shall remain solely responsible. In order to minimize the application of Section 409A of the Code, the Company will deliver the Performance Shares, if any, to the Participant, between January 1, 2027 and March 15, 2027, or, if earlier, in the year following the Participant's death. If the Company considers the Participant to be one of its "specified employees" and the Participant is a U.S. taxpayer, in each case, at the time of his or her "separation from service" (as such terms are defined in the Code) from the Company, no conversion specified hereunder shall occur prior to the expiration of the six-month period measured from the date of the Participant's separation from service from the Company to the extent required to comply with Section 409A of the Code.

SECTION 18. *Provisions of the Plan.* This Award is subject to the terms and provisions of the 2018 Incentive Plan, as amended, a copy of which is attached hereto and additional copies of which are available upon request by Participant. Information about the Plan is also included in the Prospectus for the Plan, which is available on the Company's Intranet site.

IN WITNESS WHEREOF, and by the signatures of the Participant and a duly authorized officer of the Company below, the Participant and the Company agree that this Award Agreement is granted under and governed by the terms and conditions of the Charles River Laboratories International, Inc. 2018 Incentive Plan, as amended from time to time, and the terms and conditions contained herein, as well as such administrative regulations and the Compensation Committee may adopt from time to time.

**CHARLES RIVER LABORATORIES
INTERNATIONAL, INC.**

By: _____
Victoria Creamer
Corporate Executive Vice President
& Chief People Officer

By: _____
Joseph LaPlume

DATE: December 25, 2021

DATE: _____