

Time Warner Cable Information Services (North Carolina), LLC
Time Warner Cable Information Services (Ohio), LLC
Time Warner Cable Information Services (Pennsylvania), LLC
Time Warner Cable Information Services (South Carolina), LLC
Time Warner Cable Information Services (Tennessee), LLC
Time Warner Cable Information Services (Texas), LLC
Time Warner Cable Information Services (Virginia), LLC
Time Warner Cable Information Services (Washington), LLC
Time Warner Cable Information Services (West Virginia), LLC
Time Warner Cable Information Services (Wisconsin), LLC

Bright House Networks to Charter Licenses and Authorizations

MEDIA BUREAU

<u>CARS LICENSES</u>		
<u>LICENSEE</u>	<u>FRN</u>	<u>CALL SIGN</u>
Bright House Networks, LLC	0007508237	KA-80616
Bright House Networks, LLC	0007508237	KD-55009
Bright House Networks, LLC	0007508237	KD-55011
Bright House Networks, LLC	0007508237	WHZ-396
Bright House Networks, LLC	0007508237	WHZ-652

WIRELESS BUREAU

<u>PRIVATE WIRELESS LICENSES</u>			
<u>LICENSEE</u>	<u>FRN</u>	<u>CALL SIGN</u>	<u>RADIO SERVICE</u>
Bright House Networks, LLC	0007508237	KBR969	IG
Bright House Networks, LLC	0007508237	KD49591	IG
Bright House Networks, LLC	0007508237	KFW971	IG
Bright House Networks, LLC	0007508237	KFX732	IG
Bright House Networks, LLC	0007508237	KGE861	IG
Bright House Networks, LLC	0007508237	KGO955	IG
Bright House Networks, LLC	0007508237	KLX862	IG
Bright House Networks, LLC	0007508237	KNBS523	IG
Bright House Networks, LLC	0007508237	KNCD371	GM
Bright House Networks, LLC	0007508237	KNFB231	IG
Bright House Networks, LLC	0007508237	KNGR354	GB
Bright House Networks, LLC	0007508237	KQM415	IG
Bright House Networks, LLC	0007508237	KSX666	IG
Bright House Networks, LLC	0007508237	KTO857	IG
Bright House Networks, LLC	0007508237	KUX695	IG
Bright House Networks, LLC	0007508237	KVE408	IG
Bright House Networks, LLC	0007508237	WNAP544	IG
Bright House Networks, LLC	0007508237	WNER856	MG

Bright House Networks, LLC	0007508237	WNJQ664	IG
Bright House Networks, LLC	0007508237	WNNB264	IG
Bright House Networks, LLC	0007508237	WNTF525	MG
Bright House Networks, LLC	0007508237	WNXY812	IG
Bright House Networks, LLC	0007508237	WNZR585	IG
Bright House Networks, LLC	0007508237	WPFY815	IG
Bright House Networks, LLC	0007508237	WPHN837	IG
Bright House Networks, LLC	0007508237	WPMA597	IG
Bright House Networks, LLC	0007508237	WPUA257	RS
Bright House Networks, LLC	0007508237	WPVZ392	IG
Bright House Networks, LLC	0007508237	WQDY512	MG
Bright House Networks, LLC	0007508237	WQFT481	IG
Bright House Networks, LLC	0007508237	WQKF700	RS
Bright House Networks, LLC	0007508237	WQL363	IG
Bright House Networks, LLC	0007508237	WQVB849	NN
Bright House Networks, LLC	0007508237	WQVL834	MM
Bright House Networks, LLC	0007508237	WRS63	IG
Bright House Networks, LLC	0007508237	WRS64	IG
Bright House Networks, LLC	0007508237	WWX55	IG
Bright House Networks, LLC	0007508237	WYL931	IG

INTERNATIONAL BUREAU

<u>TRANSMIT-RECEIVE EARTH STATION REGISTRATIONS</u>		
<u>REGISTRATION HOLDER</u>	<u>FRN</u>	<u>CALL SIGN</u>
Bright House Networks, LLC	0007508237	E060061
Bright House Networks, LLC	0007508237	E060137
Bright House Networks, LLC	0007508237	E060138
Bright House Networks, LLC	0007508237	E070009
Bright House Networks, LLC	0007508237	E980521
Bright House Networks, LLC	0007508237	E990035

INTERNATIONAL SECTION 214 AUTHORIZATIONS

<u>AUTHORIZATION HOLDER</u>	<u>FRN</u>	<u>FILE NUMBER</u>
Bright House Networks Information Services (Florida), LLC	0010788453	ITC-214-20090525-00246

WIRELINE COMPETITION BUREAU

BLANKET DOMESTIC SECTION 214 AUTHORITY

Bright House Networks, LLC
Bright House Networks Information Services (Alabama), LLC
Bright House Networks Information Services (California), LLC
Bright House Networks Information Services (Indiana), LLC
Bright House Networks Information Services (Florida), LLC
Bright House Networks Information Services (Michigan), LLC

AGREEMENT AND PLAN OF MERGERS

dated as of

May 23, 2015

among

TIME WARNER CABLE INC.,

CHARTER COMMUNICATIONS, INC.,

CCH I, LLC,

AMAZON CORPORATION I, INC.,

AMAZON COMPANY II, LLC,

and

AMAZON COMPANY III, LLC

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 Definitions.....	2
Section 1.01 Definitions.....	2
Section 1.02 Other Definitional and Interpretative Provisions.....	15
ARTICLE 2 The Merger.....	15
Section 2.01 The Merger.....	15
Section 2.02 Conversion of Shares	17
Section 2.03 Surrender and Payment.....	19
Section 2.04 Company Equity-Based Awards.....	23
Section 2.05 Parent Equity-Based Awards	26
Section 2.06 Adjustments	27
Section 2.07 Fractional Shares.....	27
Section 2.08 Withholding	28
Section 2.09 Lost Certificates	28
Section 2.10 Appraisal Rights.....	28
Section 2.11 Restructuring.....	29
ARTICLE 3 Corporate Matters	30
Section 3.01 Organizational Documents of Surviving Entities	30
Section 3.02 Directors and Officers of Surviving Entities	30
ARTICLE 4 Representations and Warranties of the Company	30
Section 4.01 Corporate Existence and Power.....	31
Section 4.02 Corporate Authorization	31
Section 4.03 Governmental Authorization	31
Section 4.04 Non-contravention	32
Section 4.05 Capitalization	32
Section 4.06 Subsidiaries.....	33
Section 4.07 SEC Filings and the Sarbanes-Oxley Act.....	34
Section 4.08 Financial Statements	36
Section 4.09 Disclosure Documents	36
Section 4.10 Absence of Certain Changes.....	37
Section 4.11 No Undisclosed Material Liabilities	37
Section 4.12 Compliance with Laws and Court Orders; Governmental Authorizations.....	37
Section 4.13 Litigation.....	38
Section 4.14 Properties	38
Section 4.15 Intellectual Property.....	38
Section 4.16 Taxes	39
Section 4.17 Employees and Employee Benefit Plans	40
Section 4.18 Environmental Matters.....	43
Section 4.19 Material Contracts.....	43
Section 4.20 Cable System and Subscriber Information	45
Section 4.21 Franchises	46

Section 4.22	Tax Treatment.....	46
Section 4.23	Finders' Fees.....	46
Section 4.24	Opinion of Financial Advisors.....	47
Section 4.25	Antitakeover Statutes.....	47
Section 4.26	Solvency.....	47
Section 4.27	No Additional Representations.....	47
ARTICLE 5 Representations and Warranties of Parent.....		48
Section 5.01	Corporate Existence and Power.....	48
Section 5.02	Corporate Authorization.....	48
Section 5.03	Governmental Authorization.....	49
Section 5.04	Non-contravention.....	49
Section 5.05	Capitalization.....	50
Section 5.06	Subsidiaries.....	51
Section 5.07	SEC Filings and the Sarbanes-Oxley Act.....	52
Section 5.08	Financial Statements.....	54
Section 5.09	Disclosure Documents.....	54
Section 5.10	Absence of Certain Changes.....	54
Section 5.11	No Undisclosed Material Liabilities.....	55
Section 5.12	Compliance with Laws and Court Orders; Governmental Authorizations.....	55
Section 5.13	Litigation.....	55
Section 5.14	Taxes.....	56
Section 5.15	Employees and Employee Benefit Plans.....	57
Section 5.16	Franchises.....	59
Section 5.17	Tax Treatment.....	59
Section 5.18	Certain Agreements.....	59
Section 5.19	Finders' Fees.....	59
Section 5.20	Opinion of Financial Advisors.....	60
Section 5.21	Financial Ability.....	60
Section 5.22	Antitakeover Statutes.....	61
Section 5.23	Solvency.....	61
Section 5.24	No Additional Representations.....	61
ARTICLE 6 Covenants of the Company.....		62
Section 6.01	Conduct of the Company.....	62
Section 6.02	Company Stockholder Meeting.....	66
Section 6.03	No Solicitation; Other Offers.....	67
Section 6.04	Tax Matters.....	71
Section 6.05	Voting of Shares.....	71
Section 6.06	Bright House Right of First Offer.....	71
ARTICLE 7 Covenants of Parent.....		72
Section 7.01	Conduct of Parent.....	72
Section 7.02	Obligations of New Charter, Merger Subsidiary One and Merger Subsidiary Two.....	73
Section 7.03	Parent Stockholder Meeting.....	73

Section 7.04	No Solicitation; Other Offers.....	74
Section 7.05	Approval by Sole Members of New Charter, Merger Subsidiary One and Merger Subsidiary Two.....	78
Section 7.06	Voting of Shares	78
Section 7.07	Director and Officer Indemnification	78
Section 7.08	Stock Exchange Listing	80
Section 7.09	Employee Matters	80
Section 7.10	Certain Agreements	82
Section 7.11	Tax Treatment.....	82
ARTICLE 8 Covenants of Parent and the Company		83
Section 8.01	Consents and Approvals	83
Section 8.02	Joint Proxy Statement/Prospectus; Registration Statement	85
Section 8.03	Public Announcements	86
Section 8.04	Further Assurances.....	87
Section 8.05	Notices of Certain Events	88
Section 8.06	Access to Information.....	89
Section 8.07	Tax Treatment.....	89
Section 8.08	Section 16 Matters	90
Section 8.09	Stock Exchange De-listing; 1934 Act Deregistration.....	90
Section 8.10	Stockholder Litigation	90
Section 8.11	Intended Tax Treatment of the Redemption	91
Section 8.12	Financing.....	91
ARTICLE 9 Conditions to the Merger		94
Section 9.01	Conditions to the Obligations of Each Party.....	94
Section 9.02	Conditions to the Obligations of Parent, New Charter, Merger Subsidiary One and Merger Subsidiary Two.....	95
Section 9.03	Conditions to the Obligations of the Company.....	96
ARTICLE 10 Termination.....		97
Section 10.01	Termination.....	97
Section 10.02	Effect of Termination.....	99
ARTICLE 11 Miscellaneous.....		102
Section 11.01	Notices	102
Section 11.02	Survival of Representations and Warranties.....	103
Section 11.03	Amendments and Waivers	103
Section 11.04	Expenses	104
Section 11.05	Disclosure Schedule and SEC Document References	104
Section 11.06	Binding Effect; Benefit; Assignment.....	104
Section 11.07	Governing Law	105
Section 11.08	Jurisdiction.....	105
Section 11.09	WAIVER OF JURY TRIAL.....	106
Section 11.10	Counterparts; Effectiveness	106
Section 11.11	Entire Agreement	106
Section 11.12	Severability	106

Section 11.13 Specific Performance106
Section 11.14 Guarantee107

SCHEDULES

Company Disclosure Schedule
Parent Disclosure Schedule

AGREEMENT AND PLAN OF MERGERS

AGREEMENT AND PLAN OF MERGERS (this “**Agreement**”), dated as of May 23, 2015, among Time Warner Cable Inc., a Delaware corporation (the “**Company**”), Charter Communications, Inc., a Delaware corporation (“**Parent**”), CCH I, LLC, a Delaware limited liability company and wholly owned subsidiary of Parent (“**New Charter**”), Amazon Corporation I, Inc., a Delaware corporation (“**Merger Subsidiary One**”), Amazon Company II, LLC, a Delaware limited liability company and wholly owned direct subsidiary of New Charter (“**Merger Subsidiary Two**”), and Amazon Company III, LLC, a Delaware limited liability company and a wholly owned direct subsidiary of Merger Subsidiary Two (“**Merger Subsidiary Three**”).

WITNESSETH:

WHEREAS, prior to the First Company Merger (as defined below), New Charter will be converted into a Delaware corporation in accordance with Section 265 of the General Corporation Law of the State of Delaware (the “**DGCL**”) and Section 216 of the Limited Liability Company Act of the State of Delaware and will become a direct wholly owned subsidiary of Parent;

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, (a) each of the Company and Merger Subsidiary One desires to effect the First Company Merger (as defined below), whereby Merger Subsidiary One shall be merged with and into the Company, with the Company as the surviving corporation in the First Company Merger; (b) immediately following consummation of the First Company Merger, each of the Company and Merger Subsidiary Two desires to effect the Second Company Merger (as defined below), whereby the Company shall be merged with and into Merger Subsidiary Two, with Merger Subsidiary Two as the surviving entity in the Second Company Merger (as defined below); and (c) immediately following consummation of the Second Company Merger, each of Parent and Merger Subsidiary Three desires to effect the Parent Merger (as defined below), whereby Parent shall be merged with and into Merger Subsidiary Three, with Merger Subsidiary Three as the surviving entity in the Parent Merger and a wholly owned Subsidiary of New Charter;

WHEREAS, each of the respective Boards of Directors or Board of Managers (as applicable) of Parent, New Charter, Merger Subsidiary One, Merger Subsidiary Two and Merger Subsidiary Three have unanimously approved this Agreement and the transactions contemplated hereby and deemed it advisable that the respective stockholders or members (if any) (as applicable) of Parent, New Charter, Merger Subsidiary One, Merger Subsidiary Two and Merger Subsidiary Three approve and adopt this Agreement and approve the other transactions contemplated hereby, including the New Charter Stock Issuance, the First Company Merger, the Second Company Merger and the Parent Merger (as applicable), and resolved to submit this Agreement to their respective stockholders or members (if any) for adoption (as applicable);

WHEREAS, the Board of Directors of the Company has unanimously approved this Agreement and the transactions contemplated hereby and deemed it advisable that the Company’s stockholders adopt this Agreement, including the First Company Merger and the Second Company Merger, and unanimously recommended the adoption of this Agreement by the Company’s stockholders and resolved to submit this Agreement to the Company’s stockholders for adoption;

WHEREAS, concurrently with the execution and delivery of this Agreement, and as a condition and inducement to the willingness of the Company to enter into this Agreement, Liberty Broadband Corporation, a Delaware corporation (the "**Liberty Broadband**"), is entering into a voting agreement (the "**Voting Agreement**") with the Company pursuant to which Liberty Broadband has agreed, on the terms and subject to the conditions set forth in the Voting Agreement, to, among other things, vote all of its shares of Parent Class A Common Stock in favor of the transactions contemplated by this Agreement on the terms and subject to the conditions set forth in the Voting Agreement; and

WHEREAS, for U.S. federal income tax purposes, it is intended that (i) the payment of the Company Cash Consideration pursuant to the First Company Merger (the "**Redemption**") will be treated as a distribution in redemption of Company Stock subject to the provisions of Section 302(a) of the Code, (ii) the Second Company Merger will qualify as a reorganization within the meaning Section 368(a) of the Code and the regulations promulgated thereunder, (iii) the Parent Merger will qualify as a reorganization within the meaning of Section 368(a) of the Code and the regulations promulgated thereunder (together with clauses (i) and (ii) of this recital, the "**Intended Tax Treatment**"), (iv) that this Agreement constitutes a plan of reorganization, and (v) the affiliated group filing a consolidated federal income Tax Return (a "**Consolidated Group**") of which Parent is the common parent shall terminate and the Consolidated Group of which the Company is the common parent shall survive.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1

Definitions

Section 1.01 *Definitions.* (a) As used herein, the following terms have the following meanings:

"**1933 Act**" means the Securities Act of 1933.

"**1934 Act**" means the Securities Exchange Act of 1934.

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person.

"**Amended Contribution Agreement**" means the Bright House Contribution Agreement as amended by the First Amendment to the Bright House Contribution Agreement, dated the date hereof.

"**Applicable Law**" means, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person.

“Bright House Contribution Agreement” means the Contribution Agreement, dated as of March 31, 2015, among Advance/Newhouse Partnership, a New York partnership, A/NPC Holdings LLC, a Delaware limited liability company, Parent, New Charter and Charter Communications Holdings, LLC, a Delaware limited liability company.

“Bright House Transactions” shall mean the acquisition of Bright House Networks, LLC by Parent or any of its Affiliates and related transactions contemplated by the Amended Contribution Agreement.

“Business Day” means a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by Applicable Law to close.

“Cable System” means a cable system, as such term is defined in 47 U.S.C. § 522(7).

“Closing Date” means the date of the Closing.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collective Bargaining Agreements” mean any and all agreements, memorandums of understanding, contracts, letters, side letters and contractual obligations of any kind, nature and description, oral or written, that have been entered into between or that involve or apply to any employer and any labor organization, union, employee association, agency or employee committee or plan.

“Communications Act” means the Communications Act of 1934, together with the written orders, policies and decisions of the FCC.

“Company 10-K” means the Company’s annual report on Form 10-K for the fiscal year ended December 31, 2014, which was filed with the SEC on February 13, 2015.

“Company Acquisition Proposal” means, other than the transactions contemplated by this Agreement, any offer or proposal relating to (i) any acquisition or purchase, direct or indirect, of 25% or more of the consolidated assets of the Company and its Subsidiaries or 25% or more of any class of equity or voting securities of the Company or any of its Subsidiaries whose assets, individually or in the aggregate, constitute 25% or more of the consolidated assets of the Company, (ii) any tender offer (including a self-tender offer) or exchange offer that, if consummated, would result in such Third Party beneficially owning 25% or more of any class of equity or voting securities of the Company or any of its Subsidiaries whose assets, individually or in the aggregate, constitute 25% or more of the consolidated assets of the Company or (iii) a merger, consolidation, share exchange, business combination or other similar transaction involving the Company or any of its Subsidiaries whose assets, individually or in the aggregate, constitute 25% or more of the consolidated assets of the Company.

“Company Adverse Recommendation Change” means either of the following, as the context may indicate: (i) any failure by the Board of Directors of the Company to make (as required hereby), or any withdrawal or modification in a manner adverse to Parent of, the Company Board Recommendation or (ii) any recommendation by the Company’s Board of Directors of a Company Acquisition Proposal.

“Company Balance Sheet” means the consolidated balance sheet of the Company as of December 31, 2014 and the footnotes thereto set forth in the Company 10-K.

“Company Balance Sheet Date” means December 31, 2014.

“Company Cash Consideration” means, as applicable, the Company Option A Cash Consideration or the Company Option B Cash Consideration.

“Company Closing Price” shall mean the volume weighted average per-share price (as reported by Bloomberg), rounded to the nearest cent, of Company Stock on the NYSE during the ten full trading days ending on (and including) the trading day preceding the Closing Date.

“Company Disclosure Schedule” means the disclosure schedule dated the date hereof regarding this Agreement that has been provided by the Company to Parent, New Charter, Merger Subsidiary One, Merger Subsidiary Two and Merger Subsidiary Three.

“Company Intervening Event” means any material event, change, effect, development or occurrence occurring or arising after the date of this Agreement that (i) was not known or reasonably foreseeable to the Board of Directors or executive officers of the Company as of or prior to the date of this Agreement and (ii) does not relate to or involve a Company Acquisition Proposal; *provided* that (x) in no event shall any action taken by either party pursuant to the affirmative covenants set forth in Section 8.01, and the consequences of any such action, constitute, be deemed to contribute to or otherwise be taken into account in determining whether there has been a Company Intervening Event and (y) in no event shall any event, change, effect, development or occurrence that would fall within any of the exceptions to the definition of “Parent Material Adverse Effect” constitute, be deemed to contribute to or otherwise be taken into account in determining whether there has been a Company Intervening Event.

“Company Licenses” means Governmental Authorizations issued by the FCC to the Company or any of its Subsidiaries or Affiliates.

“Company Material Adverse Effect” means a material adverse effect on (i) the condition (financial or otherwise), business, assets or results of operations of the Company and its Subsidiaries, taken as a whole, or (ii) the Company’s ability to consummate the transactions contemplated by this Agreement, in the case of each of clauses (i) and (ii), excluding any effect resulting from (A) changes in the financial or securities markets or general economic or political conditions in the United States or any foreign jurisdiction except to the extent (and only to the extent) having a materially disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to other participants in the industry in which the Company and its Subsidiaries operate, (B) changes (including changes of Applicable Law) or conditions generally affecting the industry in which the Company and its Subsidiaries operate except to the extent (and only to the extent) having a materially disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to other participants in the industry in which the Company and its Subsidiaries operate, (C) acts of war, sabotage or terrorism or natural disasters (including hurricanes, tornadoes, floods or earthquakes) except to the extent (and only to the extent) having a materially disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to other participants in the industry in which the Company and its Subsidiaries operate, (D) the announce-

ment or consummation of the transactions contemplated by this Agreement, including the impact thereof on the relationships, contractual or otherwise of the Company or any of its Subsidiaries with employees, labor unions, customers, suppliers or partners (it being understood that this clause (D) shall not apply to Section 4.04, the first sentence of Section 4.17(c) and Section 4.18(d) and, to the extent related thereto, Section 9.02(a)(ii)(C)), (E) any failure by the Company and its Subsidiaries to meet any internal or published budgets, projections, forecasts or predictions in respect of financial performance for any period (it being understood that this clause (E) shall not prevent a party from asserting that any fact, change, event, occurrence or effect that may have contributed to such failure and that are not otherwise excluded from the definition of Company Material Adverse Effect may be taken into account in determining whether there has been a Company Material Adverse Effect), (F) any change in the price of the Company Stock on the NYSE (it being understood that this clause (F) shall not prevent a party from asserting that any fact, change, event, occurrence or effect that may have given rise or contributed to such change (but in no event changes in the trading price of Parent Class A Common Stock) and that are not otherwise excluded from the definition of Company Material Adverse Effect may be taken into account in determining whether there has been a Company Material Adverse Effect), (G) changes in GAAP (or authoritative interpretation of GAAP), (H) any Company Transaction Litigation, to the extent directly relating to the negotiations between the parties and the terms and conditions of this Agreement, (I) the termination of that certain Agreement and Plan of Merger, dated as of February 12, 2014, by and among the Company, Comcast Corporation and Tango Acquisition Sub, Inc. (as amended, modified or supplemented), the announcement of the termination thereof or the failure to consummate the transactions contemplated thereby and (J) compliance with the terms of, or the taking of any action required by, this Agreement.

“**Company Operating Plan**” means the Operating Plan of the Company and its Subsidiaries for fiscal years 2015 to 2016 previously disclosed to Parent.

“**Company Stock**” means the common stock, \$0.01 par value, of the Company.

“**Company Stock Merger Consideration**” means, as applicable, the Company Option A Stock Consideration or the Company Option B Stock Consideration.

“**Company Stock Option**” means each option to acquire shares of Company Stock.

“**Company Surviving Corporation Stock**” means the common stock, \$0.01 par value, of the Company Surviving Corporation.

“**Competition Laws**” means statutes, rules, regulations, orders, decrees, administrative and judicial doctrines, and other laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization, lessening of competition or restraint of trade.

“**Contribution Agreement**” means the Contribution Agreement, dated the date hereof, among Parent, New Charter, Merger Subsidiary One, Liberty Broadband and Liberty Interactive, pursuant to which, subject to the terms and conditions contained therein, Liberty Broadband and Liberty Interactive Corporation (“**Liberty Interactive**”) agreed to assign, transfer, convey and deliver shares of Company Stock (the “**Exchange Shares**”) to Merger Subsidiary One in ex-

change for shares of common stock of Merger Subsidiary One, as described in such agreement (such transaction, the **"Equity Exchange"**).

"Delaware Law" means the General Corporation Law of the State of Delaware.

"Environmental Law" means any Applicable Law or any agreement with any Person relating to human health and safety, the environment or any pollutants, contaminants or hazardous or toxic substances, materials or wastes.

"Environmental Permits" means all Governmental Authorizations relating to or required by Environmental Laws.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" of any entity means any other entity that, together with such entity, would be treated as a single employer under Section 414 of the Code.

"FCC" means the Federal Communications Commission.

"FCC Order" means an order adopted, and the full text thereof released, by the FCC granting its consent to the transfer of control or assignment of the Company Licenses, pursuant to appropriate applications filed by the parties hereto with the FCC as contemplated by this Agreement.

"Financing Source" means any provider of Debt Financing to Parent.

"Franchise" means with respect to each Person, each franchise, as such term is defined in the Communications Act, granted by a Governmental Authority authorizing the construction, upgrade, maintenance or operation of any part of the Cable Systems that are part of such Person.

"GAAP" means generally accepted accounting principles in the United States.

"Governmental Authority" means any transnational, domestic or foreign federal, state or local governmental, regulatory or administrative authority, department, court, agency, commission or official, including any political subdivision thereof.

"Governmental Authorization" means any license (including any license or authorization issued by the FCC), permits (including construction permits), certificates, waivers, amendments, consents, Franchises (including similar authorizations or permits), exemptions, variances, expirations and terminations of any waiting period requirements (including pursuant to the HSR Act), other actions by, and notices, filings, registrations, qualifications, declarations and designations with, and other authorizations and approvals issued by or obtained from a Governmental Authority.

"Hazardous Substance" means any pollutant, contaminant or toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous substance, waste or material, or any substance, waste or material having any constituent elements displaying any of the foregoing characteristics, including any substance, waste or material regulated under any Environmental Law.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

“Intellectual Property Rights” means any and all intellectual property rights or similar proprietary rights throughout the world, including all (i) patents and patent applications of any type issued or applied for in any jurisdiction, including all provisionals, nonprovisionals, divisions, continuations, continuations-in-part, reissues, extensions, supplementary protection certificates, reexaminations and the equivalents of any of the foregoing in any jurisdiction, and all inventions disclosed in each such registration, patent or patent application, (ii) trademarks, service marks, trade dress, logos, brand names, certification marks, domain names, trade names, corporate names and other indications of origin, whether or not registered, in any jurisdiction, and all registrations and applications for registration of the foregoing in any jurisdiction, and all goodwill associated with the foregoing, (iii) copyrights (whether or not registered) and registrations and applications for registration thereof in any jurisdiction, including all derivative works, moral rights, renewals, extensions or reversions associated with such copyrights, regardless of the medium of fixation or means of expression, (iv) know-how, trade secrets and other proprietary or confidential information and any and all rights in any jurisdiction to limit the use or disclosure thereof by any Person and (v) database rights, industrial designs, industrial property rights, publicity rights and privacy rights.

“Investment Agreement” means the Investment Agreement, dated the date hereof, among Parent, New Charter and Liberty Broadband, pursuant to which, subject to the terms and conditions contained therein, Liberty Broadband has agreed to invest \$4,300,000,000 in New Charter in exchange for shares of New Charter Common Stock as described in such agreement (such transaction, the **“Equity Purchase”**).

“IT Assets” means any and all computers, computer software, firmware, middleware, servers, workstations, routers, hubs, switches, data communications lines and all other information technology equipment, and all associated documentation owned by the Company or its Subsidiaries or licensed or leased to the Company or its Subsidiaries (excluding any public networks).

“knowledge” means (i) with respect to the Company, the actual knowledge of the individuals listed in Section 1.01(a) of the Company Disclosure Schedule and (ii) with respect to Parent, the actual knowledge of the individuals listed in Section 1.01(a) of the Parent Disclosure Schedule.

“Licensed Intellectual Property Rights” means any and all Intellectual Property Rights owned by a Third Party and licensed or sublicensed to the Company or any of its Subsidiaries or for which the Company or any of its Subsidiaries has obtained a covenant not to be sued.

“Lien” means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest, encumbrance or other adverse claim of any kind in respect of such property or asset. For purposes of this Agreement, a Person shall be deemed to own subject to a Lien any property or asset that it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such property or asset.

“Lion Shares” means the shares of Parent Class A Common Stock Beneficially Owned (as defined in the amended and restated certificate of incorporation of Parent) by Liberty Broadband or any Affiliate or Associate (each as defined in the amended and restated certificate of incorporation of Parent) of Liberty Broadband.

“Merger Consideration” means, collectively, the Company Merger Consideration, the New Charter Merger Consideration and the Parent Merger Consideration.

“NASDAQ” means the NASDAQ Global Select Market.

“New Charter Common Stock” means the Class A Common Stock, \$0.001 par value, of New Charter.

“Option A Base Exchange Ratio” means 0.5409.

“Option B Base Exchange Ratio” means 0.4562.

“Option A Effective Exchange Ratio” means the product of the Option A Base Exchange Ratio multiplied by the Parent Merger Exchange Ratio.

“Option B Effective Exchange Ratio” means the product of the Option B Base Exchange Ratio multiplied by the Parent Merger Exchange Ratio.

“Owned Intellectual Property Rights” means any and all Intellectual Property Rights owned or purported to be owned by the Company or any of its Subsidiaries.

“Parent 10-K” means Parent’s annual report on Form 10-K for the fiscal year ended December 31, 2014, filed with the SEC on February 24, 2015.

“Parent Acquisition Proposal” means, other than the transactions contemplated by this Agreement, the Subscription and Exchange Agreement or the Bright House Transactions, any offer or proposal relating to (i) any acquisition or purchase, direct or indirect, of 25% or more of the consolidated assets of Parent and its Subsidiaries or 25% or more of any class of equity or voting securities of Parent or any of its Subsidiaries whose assets, individually or in the aggregate, constitute 25% or more of the consolidated assets of Parent, (ii) any tender offer (including a self-tender offer) or exchange offer that, if consummated, would result in such Third Party beneficially owning 25% or more of any class of equity or voting securities of Parent or any of its Subsidiaries whose assets, individually or in the aggregate, constitute 25% or more of the consolidated assets of Parent or (iii) a merger, consolidation, share exchange, business combination or other similar transaction involving Parent or any of its Subsidiaries whose assets, individually or in the aggregate, constitute 25% or more of the consolidated assets of Parent.

“Parent Adverse Recommendation Change” means either of the following, as the context may indicate: (i) any failure by the Board of Directors of Parent to make (as required hereby), or any withdrawal or modification in a manner adverse to the Company of, the Parent Board Recommendation or (ii) any recommendation by Parent’s Board of Directors of a Parent Acquisition Proposal.

“Parent Balance Sheet” means the consolidated balance sheet of the Company as of December 31, 2014 and the footnotes thereto set forth in the Parent 10-K.

“Parent Balance Sheet Date” means December 31, 2014.

“Parent Class A Common Stock” means the Class A Common Stock, par value \$0.001 per share, of Parent.

“Parent Disclosure Schedule” means the disclosure schedule dated the date hereof regarding this Agreement that has been provided by Parent to the Company.

“Parent Intervening Event” means any material event, change, effect, development or occurrence occurring or arising after the date of this Agreement that (i) was not known or reasonably foreseeable to the Board of Directors or executive officers of Parent as of or prior to the date of this Agreement and (ii) does not relate to or involve a Parent Acquisition Proposal; provided that (x) in no event shall any action taken by either party pursuant to the affirmative covenants set forth in Section 8.01, and the consequences of any such action, constitute, be deemed to contribute to or otherwise be taken into account in determining whether there has been a Parent Intervening Event and (y) in no event shall any event, change, effect, development or occurrence that would fall within any of the exceptions to the definition of “Company Material Adverse Effect” constitute, be deemed to contribute to or otherwise be taken into account in determining whether there has been a Parent Intervening Event.

“Parent Material Adverse Effect” means a material adverse effect on (i) the condition (financial or otherwise), business, assets or results of operations of Parent and its Subsidiaries, taken as a whole, or (ii) Parent’s ability to consummate the transactions contemplated by this Agreement, in the case of each of clauses (i) and (ii), excluding any effect resulting from (A) changes in the financial or securities markets or general economic or political conditions in the United States or any foreign jurisdiction except to the extent (and only to the extent) having a materially disproportionate effect on Parent and its Subsidiaries, taken as a whole, relative to other participants in the industry in which Parent and its Subsidiaries operate, (B) changes (including changes of Applicable Law) or conditions generally affecting the industry in which Parent and its Subsidiaries operate except to the extent (and only to the extent) having a materially disproportionate effect on Parent and its Subsidiaries, taken as a whole, relative to other participants in the industry in which Parent and its Subsidiaries operate, (C) acts of war, sabotage or terrorism or natural disasters (including hurricanes, tornadoes, floods or earthquakes) except to the extent (and only to the extent) having a materially disproportionate effect on Parent and its Subsidiaries, taken as a whole, relative to other participants in the industry in which Parent and its Subsidiaries operate, (D) the announcement or consummation of the transactions contemplated by this Agreement, including the impact thereof on the relationships, contractual or otherwise, of Parent or any of its Subsidiaries with employees, labor unions, customers, suppliers or partners (it being understood that this clause (D) shall not apply to Section 5.04 and the first sentence of Section 5.15(c) and, to the extent related thereto, Section 9.03(a)(ii)(B)), (E) any failure by Parent and its Subsidiaries to meet any internal or published budgets, projections, forecasts or predictions in respect of financial performance for any period (it being understood that this clause (E) shall not prevent a party from asserting that any fact, change, event, occurrence or effect that may have contributed to such failure and that are not otherwise excluded from the defi-

inition of Parent Material Adverse Effect may be taken into account in determining whether there has been a Parent Material Adverse Effect), (F) any change in the price of Parent Class A Common Stock on NASDAQ (it being understood that this clause (F) shall not prevent a party from asserting that any fact, change, event, occurrence or effect that may have given rise or contributed to such change (but in no event changes in the trading price of Company Stock) and that are not otherwise excluded from the definition of Parent Material Adverse Effect may be taken into account in determining whether there has been a Parent Material Adverse Effect), (G) changes in GAAP (or authoritative interpretation of GAAP), (H) any Parent Transaction Litigation, to the extent directly relating to the negotiations between the parties and the terms and conditions of this Agreement, (I) the termination of that certain Agreement and Plan of Merger, dated as of February 12, 2014, by and among the Company, Comcast Corporation and Tango Acquisition Sub, Inc. (as amended, modified or supplemented), the announcement of the termination thereof or the failure to consummate the transactions contemplated thereby, and (J) compliance with the terms of, or the taking of any action required by, this Agreement.

“Parent Merger Exchange Ratio” means 0.9042.

“Permitted Liens” means (i) Liens for Taxes not yet due and payable or that are being contested in good faith by appropriate proceedings, (ii) Liens in favor of vendors, carriers, warehousemen, repairmen, mechanics, workmen, materialmen, construction or similar Liens or other encumbrances arising by operation of Applicable Law, (iii) Liens affecting the interest of the grantor of any easements benefiting owned real property and Liens of record attaching to real property, fixtures or leasehold improvements, (iv) Liens reflected in the Company Balance Sheet or Parent Balance Sheet, as applicable, (v) Liens in favor of the lessors under real property leases, (vi) Liens imposed or promulgated by operation of Applicable Law with respect to real property and improvements, including zoning regulations, (vii) with respect to real property that is leased, any Lien to which the fee or any superior interest is subject, and (viii) Liens, exceptions, defects or irregularities in title, easements, imperfections of title, claims, charges, security interests, rights-of-way, covenants, restrictions and other similar matters that would not, individually or in the aggregate, reasonably be expected to materially impair the continued use and operation of the assets to which they relate in the business of such entity and its Subsidiaries as presently conducted.

“Person” means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“Sarbanes-Oxley Act” means the Sarbanes-Oxley Act of 2002.

“SEC” means the Securities and Exchange Commission.

“Stock Award Exchange Ratio” shall mean the sum of (i) the Option A Effective Exchange Ratio and (ii) the product, rounded to the nearest one ten thousandth, of (A) the quotient of the Company Option A Cash Consideration divided by the Parent Closing Price, multiplied by (B) the Parent Merger Exchange Ratio.

“Subsidiary” means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at any time directly or indirectly owned by such Person.

“Tax” means any (i) tax, governmental fee or other like assessment or charge of any kind whatsoever (including any payment required to be made to any state abandoned property administrator or other public official pursuant to an abandoned property, escheat or similar law and any withholding on amounts paid to or by any Person), together with any interest, penalty, addition to tax or additional amount imposed by any Governmental Authority (a **“Taxing Authority”**) responsible for the imposition of any such tax (domestic or foreign), and any liability for any of the foregoing as transferee, (ii) liability for the payment of any amount of the type described in clause (i) as a result of being or having been a member of an affiliated, consolidated, combined or unitary group, or a party to any agreement or arrangement, as a result of which liability to a Taxing Authority is determined or taken into account with reference to the activities of any other Person, and (iii) liability for the payment of any amount as a result of being party to any Tax Sharing Agreement or with respect to the payment of any amount imposed on any Person of the type described in (i) or (ii) as a result of any existing express or implied agreement or arrangement (including an indemnification agreement or arrangement).

“Tax Representation Letters” means the letters delivered to Wachtell, Lipton, Rosen & Katz, tax counsel to Parent, and Paul, Weiss, Rifkind, Wharton & Garrison LLP, tax counsel to the Company, pursuant to Section 8.07(b), which shall contain representations of Parent, New Charter, Merger Subsidiary One, Merger Subsidiary Two, Merger Subsidiary Three or the Company, as applicable, dated as of the Closing Date and signed by an officer of Parent, New Charter, Merger Subsidiary One, Merger Subsidiary Two, Merger Subsidiary Three or the Company, as applicable, in each case as shall be reasonably necessary or appropriate to enable Wachtell, Lipton, Rosen & Katz and Paul, Weiss, Rifkind, Wharton & Garrison LLP to render the opinions described in Sections 9.02(b) and 9.03(b) hereof, respectively.

“Tax Return” means any report, return, document, declaration or other information or filing required to be supplied to any Taxing Authority with respect to Taxes, including information returns, any documents with respect to or accompanying payments of estimated Taxes, or with respect to or accompanying requests for the extension of time in which to file any such report, return, document, declaration or other information.

“Tax Sharing Agreements” means all existing agreements or arrangements (whether or not written) binding a party or any of its Subsidiaries that provide for the allocation, apportionment, sharing or assignment of any Tax liability or benefit (excluding any indemnification agreement or arrangement pertaining to the sale or lease of assets or subsidiaries and any non-material commercially reasonable indemnity, sharing or similar agreements or arrangements where the inclusion of a Tax indemnification or allocation provision is customary or incidental to an agreement the primary nature of which is not Tax sharing or indemnification).

“Third Party” means any Person, including as defined in Section 13(d) of the 1934 Act, other than Parent or any of its Affiliates.

“**Treasury Regulations**” means the regulations promulgated under the Code.

“**Willful Breach**” means an intentional and willful breach, or an intentional and willful failure to perform, in each case that is the consequence of an act or omission by a party with the actual knowledge that the taking of such act or failure to take such action would cause a material breach of this Agreement.

(b) Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Agreement.....	Preamble
Bright House Partnership Agreement	6.06
Burdensome Condition	8.01(e)
Certificates	2.03(a)(ii)
Closing	2.01(b)
Company	Preamble
Company Adjusted Option	2.04(a)
Company Adjusted RSU.....	2.04(b)
Company Board Recommendation	4.02(b)
Company Certificate of Merger	2.01(c)
Company Certificates.....	2.03(a)(ii)
Company International Plan	4.17(i)
Company Investment	4.06(c)
Company Material Contract.....	4.19(a)(ix)
Company Merger Consideration.....	2.02(a)(i)
Company Mergers.....	2.01(a)(iii)
Company Option A Cash Consideration.....	2.02(a)(i)
Company Option A Merger Consideration.....	2.02(a)(i)
Company Option A Stock Consideration	2.02(a)(i)
Company Option B Cash Consideration.....	2.02(a)(i)
Company Option B Merger Consideration	2.02(a)(i)
Company Option B Stock Consideration.....	2.02(a)(i)
Company Plans	4.17
Company Preferred Stock	4.05
Company Related Parties.....	10.02(h)
Company RSU	2.04(b)
Company SEC Documents	4.07
Company Securities	4.05(b)
Company Stock Option.....	2.04(a)
Company Stockholder Approval.....	4.02
Company Stockholder Meeting	6.02
Company Subsidiary Securities	4.06(b)
Company Superior Proposal	6.03(e)
Company Surviving Corporation.....	2.01(a)(ii)

<u>Term</u>	<u>Section</u>
Company Termination Fee	10.02(e)
Company Transaction Litigation	8.10
Company Uncertificated Shares	2.03(a)(ii)
Confidentiality Agreement.....	6.03(b)(i)
Consolidated Group	Recitals
Continuation Period	7.09
Continuing Employee	7.09
D&O Insurance	7.07(c)
Debt Commitment Letter	5.21
Debt Financing.....	5.21
DGCL.....	Recitals
Director	2.04(c)
Director RSU	2.04(c)
Dissenting Shares.....	2.10(a)
Effective Time	2.01(d)
Election	2.02(a)(i)
Election Deadline.....	2.03(a)(iv)
Election Form.....	2.03(a)(i)
Election Form Record Date	2.03(a)(iii)
Employee Communication Strategy	7.09(g)
End Date.....	10.01(b)(i)
Exchange Agent.....	2.03(a)(ii)
Exchange Fund.....	2.03(a)(v)
Financing Related Parties	10.02(h)
First Company Merger.....	2.01(a)(ii)
First Company Merger Effective Time.....	2.01(d)
Former Employee.....	2.04(d)
Former Employee Option	2.04(d)
Former Employee RSU.....	2.04(d)(ii)
Indemnified Person	7.07
Intended Tax Treatment.....	Recitals
Joint Proxy Statement/Prospectus.....	4.09
Lease	4.14(b)
Liberty Broadband	Recitals
Mailing Date	2.03(a)(iii)
Merger Communication	8.03(b)
Merger Sub One Securities	5.05(b)
Merger Sub Two and Three Securities	5.05(b)
Merger Subsidiary One	Preamble
Merger Subsidiary Three	Preamble
Merger Subsidiary Two	Preamble
Merger Subsidiary Two Certificate of Merger	2.01(c)
Merger Subsidiary Two Surviving Entity	2.01(a)(iii)
Mergers	2.01(a)(iv)
Multiemployer Plan	4.17(c)

<u>Term</u>	<u>Section</u>
New Charter Merger Consideration.....	2.02(b)(i)
New Charter Plans	7.09(d)
New Charter Stock Issuance	7.03
Notional Adjusted Option	2.04(d)
Notional Adjusted RSU	2.04(c)
NYSE	4.03
Parent	Preamble
Parent Adjusted Option.....	2.05
Parent Adjusted RSU	2.05(c)
Parent Adjusted Stock Award	2.05(b)
Parent Board Recommendation	5.02(b)
Parent Certificate of Merger	2.01(c)
Parent Certificates.....	2.03(a)(ii)
Parent Merger.....	2.01(a)(iv)
Parent Merger Consideration	2.02(c)(i)
Parent Merger Effective Time	2.01(d)
Parent Plans.....	5.15(a)
Parent Preferred Stock	5.05
Parent Regulatory Termination Fee.....	10.02(d)
Parent RSU.....	2.05(c)
Parent SEC Documents.....	5.07
Parent Securities.....	5.05(b)
Parent Stock Award	2.05(b)
Parent Stock Option	2.05
Parent Stockholder Approval.....	5.02
Parent Stockholder Meeting.....	7.03
Parent Subsidiary Securities	5.06(b)
Parent Superior Proposal.....	7.04(e)
Parent Surviving Entity	2.01(a)(iv)
Parent Termination Fee.....	10.02(b)
Parent Transaction Litigation.....	8.10
Parent Uncertificated Shares	2.03(a)(ii)
Redemption	Recitals
Registration Statement	4.09
reportable transaction.....	5.14(e)
Representatives	6.03(a)
Represented Employee.....	7.09
Required Payment Amount.....	5.21
Second Company Merger	2.01(a)(iii)
Second Company Merger Effective Time	2.01(d)
Significant Subsidiary	4.06
Specified Company SEC Documents	Article 4
Specified Parent SEC Documents.....	Article 5
Title IV Plan.....	4.17(b)
TWX	4.16(b)

<u>Term</u>	<u>Section</u>
Uncertificated Shares.....	2.03(a)(ii)
Voting Agreement.....	Recitals

Section 1.02 *Other Definitional and Interpretative Provisions.* The words “**hereof**”, “**herein**” and “**hereunder**” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “**include**”, “**includes**” or “**including**” are used in this Agreement, they shall be deemed to be followed by the words “**without limitation**”, whether or not they are in fact followed by those words or words of like import. “**Writing**”, “**written**” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute, law or regulation shall be deemed to refer to such statute, law or regulation as amended from time to time and to any rules or regulations promulgated thereunder. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. References to “**law**”, “**laws**” or to a particular statute or law shall be deemed also to include any Applicable Law. The phrase “**made available**” shall be deemed to include any documents filed or furnished with the SEC.

ARTICLE 2 The Merger

Section 2.01 *The Merger.* (a) On the terms and subject to the conditions set forth in this Agreement, and in accordance with Delaware Law:

(i) On the Closing Date and immediately prior to the First Company Merger Effective Time (as defined below), New Charter shall, to the extent reasonably practicable, distribute to Parent an amount equal to the contributed capital of New Charter, and New Charter shall convert from a limited liability company into a corporation and immediately after the First Company Merger Effective Time (as defined below), New Charter shall redeem for \$0.01 and Parent shall sell to New Charter any equity interest it owns in New Charter.

(ii) At the First Company Merger Effective Time (as defined below) and following the completion of the Equity Exchange, Merger Subsidiary One shall be