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

Date of Report (date of earliest event reported): **May 23, 2015**

LIBERTY BROADBAND CORPORATION

(Exact name of registrant as specified in its charter)

Delaware	**001-36713**	**47-1211994**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

12300 Liberty Blvd.
Englewood, Colorado 80112
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: **(720) 875-5700**

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 (see General Instruction A.2. below):

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

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

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

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

Item 1.01 Entry into a Material Definitive Agreement

On May 23, 2015, Charter Communications, Inc. ("Charter") entered into an Agreement and Plan of Mergers (the "Mergers Agreement") with Time Warner Cable Inc. ("TWC"), CCH I, LLC ("New Charter"), Nina Corporation I, Inc. ("Merger Sub 1"), Nina Company II, LLC ("Merger Sub 2") and Nina Company III, LLC ("Merger Sub 3"), pursuant to which (i) New Charter will convert to a Delaware corporation, (ii) following the exchange of shares contemplated by the Charter Contribution Agreement (as defined below), Merger Sub 1 will merge with and into TWC, with TWC continuing as the surviving company, (iii) TWC, as the surviving corporation, will merge with and into Merger Sub 2, with Merger Sub 2 continuing as the surviving company, and (iv) Charter will merge with and into Merger Sub 3 (the "Parent Merger"), with Merger Sub 3 continuing as the surviving company and a wholly owned subsidiary of New Charter (the "TWC Transactions"). The TWC Transactions will close no later than five business days following the satisfaction or waiver of customary conditions to closing (the "Closing Date"), including the receipt of stockholder approval from each of Charter's stockholders and TWC's stockholders, the expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the "HSR Act"), an effective registration statement (the "Registration Statement") registering the shares of Class A common stock of New Charter, par value $0.001 per share (the "New Charter Shares") issuable as consideration for the transactions contemplated by the Mergers Agreement, and the receipt of certain other regulatory approvals. Also on May 23, 2015, Charter entered into the First Amendment (the "First Amendment") to the Contribution Agreement, dated as of March 31, 2015, with Advance/Newhouse Partnership ("A/N"), A/NPC Holdings LLC, New Charter, and Charter Communications Holdings, LLC ("Charter Holdco") (the "Contribution Agreement"), pursuant to which it reaffirmed its, or one of its affiliates', commitment to, subject to the satisfaction of certain conditions, acquire all of the issued and outstanding limited liability company membership interests of Bright House Networks, LLC ("Bright House") from A/N (the "Bright House Transactions"). As a result of the TWC Transactions and the Bright House Transactions, it is expected that New Charter will become the new publicly traded parent company of Charter.

In connection with the TWC Transactions and the Bright House Transactions, Liberty Broadband Corporation ("Liberty") entered into the agreements described below. Each agreement summarized below is qualified in its entirety by reference to the full text of such agreement, which, except as noted below, is filed as an exhibit hereto and incorporated by reference herein.

Agreements Relating to the TWC Transactions

Investment Agreement with Charter

Pursuant to the Investment Agreement, dated May 23, 2015, by and among Charter, New Charter and Liberty (the "Charter Investment Agreement"), on the Closing Date, immediately following the closing of the Parent Merger, Liberty will purchase from New Charter $4.3 billion of New Charter Shares at a price per share of $176.95 (as adjusted by the applicable exchange ratio) (the "New Charter Investment"). The Charter Investment Agreement contains customary representations and warranties, and provides that the parties thereto will execute a customary registration rights agreement in connection with the closing of the TWC Transactions. The Charter Investment Agreement also provides that, among other things, (i) Charter will use the proceeds from the New Charter Investment to fund a portion of the cash consideration for the TWC Transactions pursuant to the Mergers Agreement, (ii) Charter shall conduct its business in the ordinary course and will not issue any equity interests prior to the Closing Date, subject to certain exceptions, including relating to equity compensation awards, (iii) Charter will not amend, waive or modify any provision of the Mergers Agreement in a manner that is adverse to Liberty without Liberty's prior written consent and (iv) Liberty will use its reasonable best efforts to cause the Investors (as defined below) to perform their respective obligations under the Investment Agreements (as defined below). The closing of the transactions contemplated by the Charter Investment Agreement is subject to certain customary conditions, including, but not limited to, (i) the approval of Charter's stockholders of the issuance of New Charter Shares pursuant to the New Charter Investment, (ii) the expiration or termination of the applicable waiting period under the HSR Act for Liberty's purchase of the New Charter Shares, (iii) the approval for listing of the New Charter Shares on the Nasdaq Stock Market ("Nasdaq"), and (iv) the closing of the transactions contemplated by the Mergers Agreement.

Existing Stockholders Agreement. The Charter Investment Agreement amends the Existing Stockholders Agreement (as defined below) to provide that (i) Charter will continue to include Liberty's designees to Charter's Board of Directors in management's slate for nominees for election as a director through Charter's 2019 annual meeting, (ii) certain provisions of the standstill are waived to permit the transactions contemplated by the Mergers Agreement, the Charter Contribution Agreement (as defined below), the Charter Investment Agreement and the LIC Proxy Agreement (as defined below), and (iii) to provide for director compensation for each of Liberty's designees on the board of directors of Charter.

Proxy Statement and Shareholder Approval. Charter has agreed to promptly prepare and file with the SEC a proxy statement/prospectus on Form S-4 for a special meeting of its stockholders to approve the issuance of the New Charter Shares to be purchased by Liberty.

Section 203 Approval; Business Combinations. The board of directors of New Charter (the "Board") will adopt resolutions necessary to approve (x) each of Liberty and certain current and future related persons as an "interested stockholder" and (y) the acquisition by such persons of New Charter Shares, in each case, for purposes of Section 203 of the Delaware General Corporation Law. The Charter Investment Agreement contains an agreement that the certificate of incorporation of New Charter will not include the business combinations provision set forth in Article EIGHTH of Charter's existing Amended and Restated Certificate of Incorporation (or any comparable provision thereto).

Termination. The Charter Investment Agreement will terminate upon certain customary events, including, but not limited to, (i) the termination of the Mergers Agreement in accordance with its terms and (ii) with respect to (x) Liberty, upon a material breach by Charter or New Charter, and (y) Charter and New Charter, upon a material breach by Liberty, in each case subject to certain cure rights.

TWC Voting Agreement

Pursuant to the Voting Agreement, dated as of May 23, 2015, between TWC and Liberty (the "TWC Voting Agreement"), at any special or annual meeting (or in connection with any written consent) of Charter's stockholders, Liberty has agreed to vote all shares of Charter beneficially owned by Liberty (the "Covered Shares") in favor of the approval of the Mergers Agreement, the Parent Merger, the issuance of the New Charter Shares, the exchange contemplated by the Charter Contribution Agreement, the New Charter Investment contemplated by the Charter Investment Agreement, the approval of the Second Amended and Restated Stockholders Agreement (as defined below) and the other transactions contemplated by the Mergers Agreement, and against any corporate action which, if consummated, would reasonably be expected to prevent or delay the consummation of the transactions contemplated by the Mergers Agreement.

Liberty also agrees, from the date of the TWC Voting Agreement until its termination, that (x) it will not transfer any of its shares of Charter's Class A Common Stock, par value $.001 per share ("Charter Common Stock"), subject to limited exceptions, and (y) it will vote its Covered Shares (or deliver a consent with respect to its Covered Shares) against any Parent Acquisition Proposal (as defined in the Mergers Agreement), or any transaction that would have constituted a Parent Acquisition Proposal if the Mergers Agreement were then in effect. However, if the Mergers Agreement is terminated (i) by Charter or TWC due to Charter's failure to obtain stockholder approvals for, among other things, the transactions contemplated by the Mergers Agreement (the "Parent Stockholder Approvals") or (ii) by TWC due to (x) an intentional and material breach by Charter of the non-solicitation provision in the Mergers Agreement which results in a third party making a Parent Acquisition Proposal that would materially interfere with or delay the transactions contemplated by the Mergers Agreement or (y) the intentional failure of Charter to duly call a meeting of its stockholders no later than 40 days after the effective date of its Registration Statement for the purpose of obtaining the Parent Stockholder Approvals, then, in each case, the restrictions set forth in the previous sentence will continue to apply for a period of six months following such termination of the Mergers Agreement. Liberty also agreed, subject to limited exceptions, to comply with the non-solicitation provisions contained in the Mergers Agreement which apply to Charter.

The TWC Voting Agreement will automatically terminate upon the earlier to occur of (i) the closing of the transactions contemplated by the Mergers Agreement and (ii) the termination of the Mergers Agreement in

accordance with its terms (subject to termination of the Mergers Agreement under certain circumstances, as described above).

Contribution Agreement with Charter

Pursuant to the Contribution Agreement, dated May 23, 2015, by and among Liberty, Liberty Interactive Corporation ("LIC"), Charter, New Charter and Merger Sub 1 (the "Charter Contribution Agreement"), on the Closing Date, Liberty and LIC will exchange, in a tax-free transaction, a number of shares of TWC common stock held by each company for shares of Merger Sub 1 ("Liberty Company Surviving Corporation Shares"), which, pursuant to the TWC Transactions, will ultimately result in each of Liberty and LIC receiving one New Charter Share for each share of TWC common stock so exchanged, subject to certain limitations (the "Exchange"). Liberty and LIC will be entitled to exchange a number of shares of TWC common stock equal to up to 110% of the number of shares of TWC common stock held by such companies as of the date of the Charter Contribution Agreement.

The Charter Contribution Agreement contains customary representations and warranties and covenants, including that Charter, New Charter and Merger Sub 1 will not amend the Mergers Agreement in a way that is reasonably likely to (i) result in a reduction in the number of Liberty Company Surviving Corporation Shares received by Liberty and LIC in the Exchange or (ii) affect the tax-free nature of the TWC Transactions (such covenants, the "Contribution Covenants"). In addition, the Charter Contribution Agreement provides that the boards of directors of Charter and New Charter will take such action as is necessary to cause the exemption of the acquisition of the shares received in the Exchange (and the New Charter Shares to be received in the TWC Transactions with respect to such shares received in the Exchange) by Liberty and by LIC from the liability provisions of Section 16(b) of the Securities Exchange Act of 1934, as amended, pursuant to Rule 16b-3 promulgated thereunder, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such rule.

The Exchange is conditioned upon each condition to the transactions contemplated by the Mergers Agreement having been satisfied, waived (subject to the Contribution Covenants) or capable of being satisfied concurrently with the completion of the TWC Transactions. The Charter Contribution Agreement will terminate automatically upon the termination of the Mergers Agreement in accordance with its terms. The Charter Contribution Agreement is terminable by Liberty and LIC, on the one hand, and New Charter and Merger Sub 1, on the other hand, upon a material breach of any representation or warranty or material failure to perform any covenant or agreement on the part of the other set forth in the Charter Contribution Agreement.

LIC Proxy Agreement

In connection with the TWC Transactions, Liberty and LIC entered into a Proxy and Right of First Refusal Agreement, dated May 23, 2015 (the "LIC Proxy Agreement"), pursuant to which, in connection with the closing of the transactions contemplated by the Mergers Agreement, LIC will grant Liberty an irrevocable proxy to vote all New Charter Shares owned beneficially or of record by LIC following such closing (such shares, the "LIC Proxy Shares"). The LIC Proxy Agreement provides that Liberty may not vote the LIC Proxy Shares on certain reserved matters including, among other things, change of control transactions of New Charter, bankruptcy events of New Charter, and an authorization of any new class of securities of New Charter. The LIC Proxy Agreement will terminate on the first to occur of (i) the fifth anniversary of the Closing Date, (ii) the occurrence of a 40 Act Event (as defined in the LIC Proxy Agreement), (iii) upon a material breach by Liberty of any of its agreements contained in

the LIC Proxy Agreement (subject to certain cure rights), (iv) a Liberty Change of Control (as defined in the Second Amended and Restated Stockholders Agreement), and (v) the mutual agreement of Liberty and LIC.

So long as the LIC Proxy Agreement is in effect, if LIC proposes to transfer any LIC Proxy Shares, Liberty will have a right of first refusal ("LIC ROFR") to purchase all or a portion of any such securities LIC proposes to transfer. The purchase price per share for any securities sold to Liberty pursuant to the LIC ROFR will be the volume-weighted average price of New Charter Shares for the two trading day period before the notice of a proposed sale by LIC, payable in cash. Certain transfers are permitted to affiliates of LIC, subject to the transferee entity entering into an agreement assuming the transferor's obligations under the LIC Proxy Agreement, including a transfer to a LIC Qualified Distribution Transferee in a LIC Distribution Transaction (each as defined in the LIC Proxy Agreement).

The LIC ROFR does not apply to transfers (i) by LIC in connection with a change of control of New Charter or (ii) to any holder of a convertible or exchangeable instrument issued by LIC. Liberty may not exercise the LIC ROFR to the extent the shares purchased would result in its ownership of securities exceeding the voting or equity limits set forth in the Second Amended and Restated Stockholders Agreement.

Investment and Related Agreements with Third Party Investors

Liberty currently intends to fund all or a portion of the New Charter Investment using the proceeds from certain Amended and Restated Investment Agreements (the "Investment Agreements") entered into with LIC, JANA Nirvana Master Fund, L.P. ("JANA Nirvana"), JANA Master Fund, Ltd. ("JANA Master"), Coatue Offshore Master Fund, Ltd. ("Coatue"), Quantum Partners LP ("Quantum Partners"), Soroban Master Fund LP ("Soroban Master Fund") and Soroban Opportunities Master Fund LP ("Soroban Opportunities Master Fund" and together with LIC, JANA Nirvana, JANA Master, Coatue, Quantum Partners and Soroban Master Fund, the "Investors") and an Amended and Restated Assignment and Assumption of Investment Agreement among Liberty, LIC, Soroban Master Fund and Soroban Opportunities Master Fund (the "Assignment"), pursuant to which LIC assigned a portion of its original investment to Soroban Master Fund and Soroban Opportunities Master Fund. An investment agreement with LIC, JANA Nirvana, JANA Master and Coatue was initially entered into with Liberty on May 23, 2015, an investment agreement with Quantum was initially entered into with Liberty on May 24, 2015 and an investment agreement with Soroban Master Fund and Soroban Opportunities Master Fund was initially entered into with Liberty on May 25, 2015. However, each of these investment agreements have been amended and restated as noted above.

Pursuant to the Investor Agreements and the Assignment, subject to the satisfaction of certain conditions (including the satisfaction of each of the closing conditions set forth in the Mergers Agreement and the closing of the transactions contemplated by the Charter Investment Agreement), the Investors will subscribe for newly issued shares of Liberty's Series C common stock (the "Liberty Series C Shares"), at a price of $56.23 per share and an aggregate purchase price of $4.4 billion (the "Liberty Investment"). Each of the Investment Agreements contains substantially similar terms and conditions, including customary registration rights (or an agreement to enter into a customary registration rights agreement prior to closing), indemnification provisions and an agreement by Liberty to use the consideration paid pursuant to the Investment Agreements for the New Charter Investment. Liberty will seek stockholder approval for the issuance of the Liberty Series C Shares pursuant to the Investment Agreements and the Assignment, in accordance with the rules and requirements of Nasdaq. If Liberty does not receive the requisite stockholder approval for the issuance of the Liberty Series C Shares, the Investors, on a pro rata basis, will instead acquire Liberty Series C Shares representing not more than 19.9% of the outstanding common stock of LBC and shares of a newly issued series of non-convertible preferred stock of Liberty. In addition, Liberty, in its sole discretion, may determine to obtain a portion of the financing it needs to complete the New Charter Investment through the incurrence of indebtedness and other non-equity financing sources, which Liberty's board of directors, in its reasonable judgment, has determined provides Liberty with a superior alternative. In such event, each Investor's applicable portion of the Liberty Investment will be reduced, pro rata, by an amount not to exceed 25% of its investment. The Investment Agreements contain customary termination events, including, but not limited to, (i) as to any Investor, a breach of any representation or warranty or failure to perform a covenant by such Investor which has not been cured and would cause the conditions to closing not to be satisfied, (ii) as to any Investor, if the Closing Date has not occurred within two years of the date of the Mergers Agreement, (iii) as to any Investor, within fifteen days following an amendment, modification or waiver of any provision of the Mergers Agreement that is adverse in any material respect to Liberty and to which Liberty has consented, (iv) as to any Investor, upon the entry of an order by a government entity of competent jurisdiction against any Investor relating to the Liberty Investment or the transactions contemplated by the Charter Investment Agreement and (v) the termination of the Mergers Agreement.

Agreements Relating to the Bright House Transactions

In connection with the proposed Bright House Transactions, on May 23, 2015, Liberty entered into an Amended and Restated Stockholders Agreement, dated May 23, 2015, with Charter, New Charter and A/N (the "Second Amended and Restated Stockholders Agreement"). The existing Stockholders Agreement with Charter, as first amended on September 29, 2014, and as further amended by the Charter Investment Agreement (the "Existing Stockholders Agreement"), will remain in effect until the earlier to occur of (i) the Closing of the Bright House Transactions (the "Bright House Closing") and (ii) the closing of the TWC Transactions. In addition, certain provisions of the Second Amended and Restated Stockholders Agreement became effective upon execution thereof. Upon the earlier to occur of (i) the Bright House Closing and (ii) the closing of the TWC Transactions, the Second Amended and Restated Stockholders Agreement will replace the Existing Stockholders Agreement in all respects, except that the Second Amended and Restated Stockholders Agreement will terminate in accordance with its terms if the Bright House Closing does not occur (in which case the Existing Stockholders Agreement shall be reinstated). The Second Amended and Restated Stockholders Agreement will be filed separately.

The Second Amended and Restated Stockholders Agreement provides that at the closing of the Bright House Transactions, Liberty, A/N, Charter and New Charter will enter into the Proxy and Right of First Refusal Agreement (the "Proxy Agreement," the form of which is attached as an exhibit to the Second Amended and Restated Stockholders Agreement).

Second Amended and Restated Stockholders Agreement

Liberty Investment. Upon the Bright House Closing, Liberty will purchase from New Charter an additional $700 million of New Charter Shares at a price per share of $172.99 (as adjusted by the applicable exchange ratio) (the "Reference Price").

Voting Agreement. Liberty has agreed to vote all voting securities of Charter owned by Liberty and its affiliates in favor of approval of the Contribution Agreement, the First Amendment, the Mergers Agreement, the New Charter Issuance and certain other approvals required to effect the Bright House Transactions.

Governance; Election and Appointment of Designees. Following the Bright House Closing, the Board will consist of 13 directors, with three directors initially designated by Liberty and two directors initially designated by A/N. The number of directors which each of Liberty and A/N will be entitled to designate following the Bright House Closing will be subject to Liberty or A/N maintaining certain levels of equity or voting interests.

For so long as each of A/N and Liberty hold voting or equity securities of New Charter of at least 20%, certain matters, including a change of control of New Charter, certain transactions involving A/N or Liberty and amendments to the certificate of incorporation of New Charter will require approval of a majority of those directors of New Charter who are not appointed by Liberty and A/N (the "Unaffiliated Directors").

So long as each of Liberty's and A/N's designees to the Board is included in management's slate of nominees for election as a director to the Board and New Charter recommends approval of their election, each of Liberty and A/N has agreed to vote its respective shares in accordance with the recommendation of the Nominating and

Corporate Governance Committee of the Board with respect to the election or removal of directors.

From and after the Bright House Closing, for so long as Liberty and A/N's respective equity or voting interest is greater than or equal to 20%, each will have certain consent rights over actions taken by New Charter, including the incurrence of indebtedness in excess of leverage ratios and fundamental changes in the business or material investments. A/N has certain additional consent rights with respect to the sale or transfer of certain interests and assets of Charter Holdco within seven years following the Bright House Closing and the issuance of any preferred units of Charter Holdco.

Limitation on Share Ownership and Voting; Standstill. Following the Bright House Closing, Liberty's equity ownership in New Charter will be capped at the greater of 26% or the cap on its voting interest (as set forth below), and A/N's equity ownership in New Charter will be capped at the greatest of its equity ownership immediately following the Bright House Closing, 25% and the cap on its voting interest (as set forth below). Liberty's voting interest in New Charter will be capped at the greater of (x) 25.01% (or 0.01% above the person or group holding the highest voting percentage of New Charter) and (y) 23.5% increased one-for-one to a maximum of 35% for each permanent reduction in A/N's equity interest in New Charter below 15%. A/N's voting interest in New Charter will be capped at 23.5% increased one-for-one to a maximum of 35% for each permanent reduction in Liberty's equity interest in New Charter below 15%. Each of Liberty and A/N will be entitled to vote its entire voting interest with respect to certain Excluded Matters (as defined in the Second Amended and Restated Stockholders Agreement), including, among other things, a change of control transaction at New Charter and matters outside the ordinary course of business.

In addition, subject to certain exceptions, Liberty and A/N have agreed to be subject to certain customary standstill provisions prohibiting, among other things, Liberty or A/N from engaging in any solicitation of proxies or consents relating to the election of directors, proposing a matter for submission to a vote of stockholders of New Charter or calling a meeting of the stockholders of New Charter or taking any action or making any public statement not approved by the Board to seek to control or influence the management, the Board or the policies of New Charter.

Certain of such standstill provisions have been waived to the extent the Investment Agreements, the Assignment, the Charter Investment Agreement, the Charter Contribution Agreement, the TWC Voting Agreement and the LIC Proxy Agreement would constitute a breach thereof.

Transfer Restrictions. Liberty and A/N have agreed to certain restrictions on transfers of their respective equity securities of New Charter following the Bright House Closing. Exceptions to these transfer restrictions include transfers pursuant to an underwritten public offering, Rule 144 or Rule 144A sales, block sales to persons who would not beneficially own 5% or more of such securities following such sale, sales between Liberty and A/N and their affiliates (subject to the equity ownership caps described above and certain pricing limitations), transfers approved by a majority of the Unaffiliated Directors, transfers approved by a majority of the stockholders of New Charter (other than affiliates of A/N and Liberty), sales pursuant to certain tender offers, and sales of exchangeable notes, debentures or similar securities that reference a number of notional New Charter Shares (in the case of A/N, not in excess of 50% of the number of such shares beneficially owned by A/N at the time of such sale). In addition, Liberty has the right to engage in certain spin off transactions to its stockholders.

Further, Liberty and A/N will be permitted to enter into certain financing transactions, including a pledge New Charter Shares in respect of purpose or non-purpose loans, derivative transactions with linked financing with respect to New Charter Shares, and sales of exchangeable notes, debentures or similar securities, in the case of A/N, referencing up to 50% of the number of New Charter Shares beneficially owned by A/N.

Rights Plan. New Charter and the Board will not adopt a poison pill unless New Charter exempts each of Liberty and A/N up to its equity cap as described above. This restriction will cease to apply to Liberty or A/N upon the permanent reduction of its equity interest in New Charter below 15%. New Charter's certificate of incorporation will provide that any decision with respect to a rights plan, including the implementation thereof, must be made by a majority of the Unaffiliated Directors.

Preemptive Rights. After the Bright House Closing, if New Charter proposes to issue any equity securities of New Charter in a capital raising transaction, each of Liberty and A/N (for so long as such person's equity interest is equal to or greater than 10%), will have the right to purchase, in whole or in part, a number of such securities necessary to maintain its ownership of New Charter after giving effect to the issuance, for cash. Additionally, subject to certain exceptions, until the fifth anniversary of the Bright House Closing, if New Charter proposes to issue any equity securities of New Charter (other than in a capital raising transaction) and so long as Liberty has a 17.01% equity interest in New Charter, Liberty will have preemptive rights to purchase that number of new securities equal to the lesser of (x) the number of securities necessary to maintain its equity ownership of New Charter after giving effect to the issuance and (y) the number of new securities that after giving effect to the issuance, will result in Liberty having an equity interest in New Charter of 25.01%, in each case, for cash. Subject to Liberty's exercise of its preemptive rights in respect of such issuance, A/N will also have certain preemptive rights in the case of new issuances (other than in a capital raising transaction), provided that it holds 10% or more of the New Charter equity.

Termination. The Second Amended and Restated Stockholders Agreement will terminate upon certain events including, but not limited to, (i) following termination of the Contribution Agreement, (ii) with respect to (x) Liberty or A/N, upon a material breach by Charter or New Charter (determined as set forth in the Second Amended and Restated Stockholders Agreement), and (y) with respect to Charter or New Charter (determined as set forth in the Second Amended and Restated Stockholders Agreement), upon a material breach by Liberty or A/N, in each case subject to certain cure rights, and (iii) as to A/N or Liberty, at such time as its equity ownership is 5% or less. Upon a Liberty Change of Control (as defined in the Second Amended and Restated Stockholders Agreement), Liberty's rights and obligations under the Second Amended and Restated Stockholders Agreement would cease to apply other than its obligations under Liberty's voting and share ownership caps, standstill obligations and transfer restrictions.

Proxy and Right of First Refusal Agreement

At the Bright House Closing, the parties will enter into the Proxy Agreement, the form of which is attached as an exhibit to the Second Amended and Restated Stockholders Agreement.

Proxy. At the Bright House Closing, A/N will grant Liberty a 5-year irrevocable proxy (the "Proxy") to vote that number of New Charter Shares and shares of Class B common stock of New Charter (the "Class B Common Stock"), in each case, held by A/N (such shares, the "Proxy Shares"), that will result in Liberty having voting power in New Charter equal to 25.01% of the outstanding voting power of New Charter, provided, that the voting power of the Proxy Shares will be capped at 7.0% of the outstanding voting power of New Charter.

The Proxy Agreement provides that Liberty may not vote the Proxy Shares on certain reserved matters including, among other things, change of control transactions of New Charter, bankruptcy events of New Charter or Charter Holdco, an authorization of any new class of securities of New Charter or Charter Holdco, approvals of any non-ordinary course matters relating to A/N and changes to the terms of the Class B Common Stock.

The Proxy will terminate in the event that Liberty transfers shares of New Charter other than in connection with certain permitted transfers.

Right of First Refusal. So long as the Proxy is in effect, if A/N proposes to transfer common units of Charter Holdco (which units are exchangeable into New Charter Shares and which will, under certain circumstances, result in the conversion of certain shares of Class B Common Stock into New Charter Shares) or New Charter Shares, in each case, constituting either (i) shares representing the first 7.0% of the outstanding voting power of New Charter held by A/N or (ii) shares representing the last 7.0% of the

outstanding voting power of New Charter held by A/N, Liberty will have a right of first refusal ("ROFR") to purchase all or a portion of any such securities A/N proposes to transfer. The purchase price per share for any securities sold to Liberty pursuant to the ROFR will be the volume-weighted average price of New Charter Shares for the two trading day period before the notice of a proposed sale by A/N, payable in cash. Certain transfers are permitted to affiliates of A/N, subject to the transferee entity entering into an agreement assuming the transferor's obligations under the Proxy Agreement.

The ROFR does not apply to transfers by A/N in connection with a change of control of New Charter. Liberty may not exercise the ROFR to the extent the shares purchased would result in its ownership of securities exceeding the voting or equity limits set forth in the Second Amended and Restated Stockholders Agreement.

Term. The Proxy Agreement will be entered into at the Bright House Closing and will terminate on the first to occur of (i) the fifth anniversary of the Bright House Closing, (ii) the occurrence of a 40 Act Event (as defined in the Proxy Agreement), (iii) upon a material breach by Liberty of any of its agreements contained in the Proxy (subject to certain cure rights), (iv) a Liberty Change of Control (as defined in the Second Amended and Restated Stockholders Agreement), (v) a transfer by Liberty of New Charter Shares, other than (x) certain permitted transfers (subject to certain requirements), (y) a transfer of New Charter Shares constituting less than 1% of the voting power of New Charter securities (subject to certain cure rights) or (z) a transfer of New Charter Shares following which Liberty retains no less than a 17.01% equity interest in New Charter, and (vi) the mutual agreement of Liberty and A/N.

Item 3.02. Unregistered Sales of Equity Securities.

The information regarding the Liberty Investment set forth in Item 1.01 of this Current Report on Form 8-K under "Agreements Relating to the TWC Transactions—Investment and Related Agreements with Third Party Investors" is incorporated herein by reference. The issuance of securities pursuant to the Liberty Investments is intended to be exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), by virtue of the exemption provided by Section 4(a)(2) of the Securities Act.

Item 7.01. Regulation FD Disclosure.

On May 26, 2015, Liberty issued a press release announcing, among other things, the New Charter Investment. A copy of the press release is attached hereto as Exhibit 99.1 and incorporated by reference into this Item 7.01.

This Item 7.01 of this Current Report on Form 8-K and the press release attached hereto as Exhibit 99.1 are being furnished to the SEC under Item 7.01 of Form 8-K in satisfaction of the public disclosure requirements of Regulation FD and shall not be deemed "filed" for any purpose.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Investment Agreement, dated May 23, 2015, by and among Charter Communications, Inc., CCH I, LLC and Liberty Broadband Corporation.
10.2	Voting Agreement, dated May 23, 2015, by and between Time Warner Cable Inc. and Liberty Broadband Corporation.
10.3	Contribution Agreement, dated May 23, 2015, by and among Liberty Broadband Corporation, Liberty Interactive Corporation, Charter Communications, Inc. CCH I, LLC and Nina Corporation I, Inc.
10.4	Proxy and Right of First Refusal Agreement, dated as of May 23, 2015, by and between Liberty Broadband Corporation and Liberty Interactive Corporation.
10.5	Amended and Restated Investment Agreement, dated May 28, 2015, by and among Liberty Broadband Corporation, Liberty Interactive Corporation, JANA Nirvana Master Fund, L.P., JANA Master Fund, Ltd., and Coatue Offshore Master Fund, Ltd.
10.6	Amended and Restated Investment Agreement, dated May 29, 2015, by and between Liberty Broadband Corporation and Quantum Partners LP.
10.7	Amended and Restated Investment Agreement, dated May 28, 2015, by and among Liberty Broadband Corporation, Soroban Master Fund LP and Soroban Opportunities Master Fund LP.
10.8	Amended and Restated Assignment and Assumption Agreement, dated May 28, 2015, by and among Liberty Broadband Corporation, Liberty Interactive Corporation, Soroban Master Fund LP, and Soroban Opportunities Master Fund LP.
10.9	Form of Proxy and Right of First Refusal Agreement by and among Liberty Broadband Corporation, Advance/Newhouse Partnership and, for the limited purposes set forth therein, Charter Communications, Inc. and CCH I, LLC.
99.1	Press Release, dated May 26, 2015

SIGNATURE

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

Date: May 29, 2015

LIBERTY BROADBAND CORPORATION

By: /s/ Craig Troyer
Name: Craig Troyer
Title: Vice President

EXHIBIT INDEX

Exhibit No.	Description
10.1	Investment Agreement, dated May 23, 2015, by and among Charter Communications, Inc., CCH I, LLC and Liberty Broadband Corporation.
10.2	Voting Agreement, dated May 23, 2015, by and between Time Warner Cable Inc. and Liberty Broadband Corporation.
10.3	Contribution Agreement, dated May 23, 2015, by and among Liberty Broadband Corporation, Liberty Interactive Corporation, Charter Communications, Inc. CCH I, LLC and Nina Corporation I, Inc.
10.4	Proxy and Right of First Refusal Agreement, dated as of May 23, 2015, by and between Liberty Broadband Corporation and Liberty Interactive Corporation.
10.5	Amended and Restated Investment Agreement, dated May 28, 2015, by and among Liberty Broadband Corporation, Liberty Interactive Corporation, JANA Nirvana Master Fund, L.P., JANA Master Fund, Ltd., and Coatue Offshore Master Fund, Ltd.
10.6	Amended and Restated Investment Agreement, dated May 29, 2015, by and between Liberty Broadband Corporation and Quantum Partners LP.
10.7	Amended and Restated Investment Agreement, dated May 28, 2015, by and among Liberty Broadband Corporation, Soroban Master Fund LP and Soroban Opportunities Master Fund LP.
10.8	Amended and Restated Assignment and Assumption Agreement, dated May 28, 2015, by and among Liberty Broadband Corporation, Liberty Interactive Corporation, Soroban Master Fund LP, and Soroban Opportunities Master Fund LP.
10.9	Form of Proxy and Right of First Refusal Agreement by and among Liberty Broadband Corporation, Advance/Newhouse Partnership and, for the limited purposes set forth therein, Charter Communications, Inc. and CCH I, LLC.
99.1	Press Release, dated May 26, 2015

INVESTMENT AGREEMENT

THIS INVESTMENT AGREEMENT, dated May 23, 2015 (this "Agreement"), is entered into by and among Charter Communications, Inc., a Delaware corporation (the "Company"), CCH I, LLC, a Delaware limited liability company and a wholly owned subsidiary of the Company ("New Charter"), and Liberty Broadband Corporation, a Delaware corporation (the "Purchaser"). Certain terms used in this Agreement are used as defined in Section 9.14.

RECITALS

WHEREAS, the Company is concurrently herewith entering into an Agreement and Plan of Mergers, dated the date hereof (the "Mergers Agreement"), with Time Warner Cable Inc., a Delaware corporation ("Target") pursuant to which (i) New Charter will be converted into a Delaware corporation in accordance with Section 265 of the General Corporation Law of the State of Delaware and Section 216 of the Limited Liability Company Act of the State of Delaware, (ii) a newly formed merger subsidiary will merge with and into Target (the "First Company Merger"), with Target as the surviving corporation in the First Company Merger, (iii) immediately following the First Company Merger, Target will be merged with and into a newly formed merger subsidiary (the "Second Company Merger"), with such merger subsidiary as the surviving entity in the Second Company Merger and (iv) immediately following the consummation of the Second Company Merger, the Company shall be merged with and into a newly formed merger subsidiary and wholly owned subsidiary of New Charter ("Merger Subsidiary"), with Merger Subsidiary surviving as a wholly owned subsidiary of New Charter (the "Parent Merger");

WHEREAS, subject to the terms and conditions of this Agreement, and in furtherance of the transactions contemplated by the Mergers Agreement, immediately following the closing of the Parent Merger, Purchaser desires to purchase, and New Charter desires to issue and sell to Purchaser, shares of New Charter's Class A common stock, par value $.001 per share (the "Common Stock"), for an aggregate purchase price of $4,300,000,000 (the "Aggregate Purchase Price"); and

WHEREAS, each of the respective Boards of Directors (or duly authorized committee thereof) (or Board of Managers, as applicable) of the Company, New Charter and Purchaser, respectively, has approved this Agreement and the transactions contemplated hereby and has determined that it is in the best interests of the Company, New Charter, and Purchaser, respectively, and their respective stockholders or members (if applicable) to enter into this Agreement and consummate the transactions contemplated hereby.

AGREEMENT

NOW THEREFORE, in consideration of the premises and for the mutual promises contained in this Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound, the parties hereby agree as follows:

ARTICLE I

PURCHASE AND SALE OF SHARES OF COMMON STOCK

Section 1.1 Purchase and Sale of the Shares.

(a) Upon the terms and subject to the conditions set forth herein, at the Closing Purchaser shall subscribe for and purchase, and New Charter shall issue and sell to Purchaser, a whole number of duly authorized, validly issued, fully paid and non-assessable shares of Common Stock equal to the product of (x) Parent Merger Exchange Ratio (as defined in the Mergers Agreement) multiplied by (y) the quotient of the Aggregate Purchase Price divided by the Price Per Share (the "Purchased Shares"), free and clear of any Lien (other than any restrictions created by Purchaser, and any restrictions on transfer arising under the Securities Act and state securities laws).

(b) The closing of the purchase of the Purchased Shares (the "Closing") shall take place on the Closing Date after the satisfaction or, subject to applicable Law, waiver of the conditions set forth in Articles V and VI hereof (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction of those conditions), or on such other date as the parties may mutually agree. The Closing shall be held at the offices of Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, New York 10019, at 10:00 a.m., New York City time, on the Closing Date, or at such place and time as the parties shall agree.

(c) Two (2) Business Days prior to the Closing, the Company and New Charter shall deliver to Purchaser a statement setting forth the wire transfer instructions for delivery of the Aggregate Purchase Price and Purchaser shall deliver to the Company brokerage instructions for the delivery of the Purchased Shares.

(d) At the Closing, New Charter shall issue and deliver to Purchaser (as provided in Section 1.1(e) below) the Purchased Shares, upon payment of the Aggregate Purchase Price for the Purchased Shares by wire transfer of immediately available funds on the Closing Date.

(e) The Purchased Shares shall be delivered by New Charter on the Closing Date, against payment of the Aggregate Purchase Price, in uncertificated form through Computershare Shareowner Services, New Charter's transfer agent for the Common Stock, and The Depository Trust Company to the brokerage accounts designated by Purchaser pursuant to Section 1.1(c).

ARTICLE II

PROXY MATERIALS AND STOCKHOLDERS MEETINGS

Section 2.1 Proxy Statement/Prospectus.

(a) Reasonably promptly after the date hereof, but consistent with the requirements set forth in the Mergers Agreement, the Company shall prepare and file with the SEC a proxy statement/prospectus on Form S-4 (which could be a joint proxy statement/prospectus) for a special meeting of its stockholders (as amended or supplemented, the "Proxy

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Statement/Prospectus"). The Company shall include in the Proxy Statement/Prospectus a solicitation relating to the approval, for purposes of Article Eighth of the Company's Amended and Restated Certificate of Incorporation, of the issuance of the Purchased Shares to Purchaser (the "Stock Issuance Approval") and, if the Company decides to do so, the approvals required by Sections 4.02(a) and 5.02(a) of the Mergers Agreement (the "Merger Approvals" and together with the Stock Issuance Approval, the "Stockholder Approvals"). Purchaser and its Affiliates shall promptly furnish to the Company such information regarding Purchaser and its Affiliates as shall be required to be included in the Proxy Statement/Prospectus pursuant to the Exchange Act. Prior to filing the Proxy Statement/Prospectus or any amendment or supplement thereto, the Company shall provide Purchaser with reasonable opportunity to review and comment on such proposed filing solely with respect to the Stockholder Approval and any information relating to Purchaser, its Affiliates or any of its designees to the Board of Directors of the Company. If at any time prior to the Closing Date, any information should be discovered by any party hereto that should be set forth in an amendment or supplement to the Proxy Statement/Prospectus so that the Proxy Statement/Prospectus

would not include any misstatement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the party that discovers such information shall promptly notify the other parties hereto and, to the extent required by applicable Law, an appropriate amendment or supplement describing such information shall be promptly filed by the Company with the SEC and, to the extent required by applicable Law, disseminated by the Company to the stockholders of the Company.

(b) The Company shall promptly notify Purchaser of the receipt of any comments from the SEC or the staff of the SEC and of any request by the SEC or the staff of the SEC for amendments or supplements to the Proxy Statement/Prospectus or for additional information and shall supply Purchaser with copies of all correspondence between it or any of its representatives, on the one hand, and the SEC or the staff of the SEC, on the other hand, with respect to the Proxy Statement/Prospectus. The Purchaser shall promptly notify the Company of the receipt of any comments from the SEC or the staff of the SEC and of any request by the SEC or the staff of the SEC for amendments or supplements to the Purchaser Proxy Statement/Prospectus or for additional information and shall supply Purchaser with copies of all correspondence between it or any of its representatives, on the one hand, and the SEC or the staff of the SEC, on the other hand, with respect to the Purchaser Proxy Statement/Prospectus.

(c) The Company shall mail the Proxy Statement/Prospectus to the holders of its Common Stock in accordance with customary practice after the SEC's review of the Proxy Statement/Prospectus is completed.

Section 2.2 Stockholders Meeting. The Company shall, in accordance with customary practice, duly call, give notice of, convene and hold a special meeting of its stockholders (the "Stockholders Meeting") as contemplated by Section 7.03 of the Mergers Agreement or as otherwise decided by the Company. A proposal relating to the approval, for purposes of Article Eighth of the Company's Amended and Restated Certificate of Incorporation, of the issuance of the Purchased Shares to Purchaser, and, if the Company decides to do so, proposals relating to the approvals required by Section 5.02 of the Mergers Agreement shall be presented to the stockholders of the Company at the Stockholders Meeting for approval. Subject to the fiduciary duties of the Company's directors under Delaware Law, as determined by a majority of the

members of the Company's Board of Directors unaffiliated with Purchaser, after consultation with its outside legal counsel, the Board of Directors of the Company will recommend that the holders of the Common Stock vote at the Stockholders Meeting in favor of each of the proposals relating to the Stock Issuance Approval and the Merger Approvals, and the Company will use reasonable best efforts to solicit from such stockholders proxies in favor of such proposals.

Section 2.3 Publicity. No press release or public announcement concerning this Agreement or the transactions contemplated hereby will be issued by any party hereto or any of its Affiliates, without the prior consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed except as such release or announcement may be required by applicable Law or the rules of, or listing agreement with, any national securities exchange on which the securities of such Person or any of its Affiliates are listed or traded, in which case, the Person required to make the release or announcement will, to the extent practicable, allow the other party reasonable time to comment on such release or announcement in advance of such issuance; provided, however, that the foregoing shall not apply to any press release or other public statement to the extent it contains substantially the same information as previously communicated by one or more of the parties.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 3.1 Representations and Warranties of the Company and New Charter. Each of the Company and New Charter hereby represents and warrants to Purchaser that:

(a) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware, and New Charter has been duly organized and is validly existing as a limited liability company in good standing under the laws of the State of Delaware. Each of New Charter and the Company has all requisite corporate power and authority to execute and deliver this Agreement, and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by the Company and New Charter of this Agreement and the consummation by the Company and New Charter of the transactions contemplated hereby have been duly authorized by all necessary corporate action and no other corporate proceedings on the part of the Company or New Charter are necessary to authorize the execution, delivery and performance by the Company and New Charter of this Agreement or the consummation by the Company and New Charter of the transactions contemplated hereby. This Agreement has been duly executed and delivered by each of the Company and New Charter and, assuming due authorization, execution and delivery hereof by Purchaser, such agreement constitutes a legal, valid and binding obligation of each of the Company and New Charter, enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(b) The only vote of the holders of any class or series of capital stock of the Company required to approve the transactions contemplated hereby is (i) the approval of each of the Merger Approvals by the requisite stockholder vote set forth in the Mergers Agreement at the Stockholders Meeting or any adjournment or postponement thereof where a majority of the

shares of the Company's Class A common stock, par value $0.001 per share (the 'Company Common Stock"), that are outstanding on the record date for the Stockholders Meeting are present (in person or by proxy) and entitled to vote and (ii) the approval of the Stock Issuance Approval by the requisite stockholder vote set forth in the Mergers Agreement at the Stockholders Meeting or any adjournment or postponement thereof where a majority of the shares of Company Common Stock that are outstanding on the record date for the Stockholders Meeting are present (in person or by proxy) and entitled to vote.

(c) The Purchased Shares will be, when issued, duly authorized, validly issued, fully paid and non-assessable. The Purchased Shares will not be issued in violation of any preemptive rights or any rights of first offer, first refusal, tag-along rights or other similar rights or restrictions in favor of any other person, and Purchaser will acquire such Purchased Shares free and clear of any Lien (other than any restrictions created by Purchaser, and any restrictions on transfer arising under the Securities Act and state securities laws).

(d) The issue and sale of the Purchased Shares and the compliance by New Charter and the Company with all of the provisions of this Agreement and the consummation of the transactions herein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (i) any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company, New Charter or any of their respective subsidiaries is a party or by which the Company, New Charter or any of their respective subsidiaries is bound or to which any of the property or assets of the Company, New Charter or any of their respective subsidiaries is subject, (ii) assuming the Stockholders Approvals are obtained, any provisions of the Amended and Restated Certificate of Incorporation of the Company or the Amended and Restated Bylaws of the Company or the organizational documents of New Charter, and (iii) assuming the accuracy of, and Purchaser's compliance with, the representations, warranties and agreements of Purchaser herein, any statute or any order, rule or regulation of any Governmental Entity having jurisdiction over the Company, New Charter or any of their respective subsidiaries or any of their respective properties, except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation or default that would not, individually or in the aggregate, reasonably be expected to (x) prevent or materially impair or delay the performance by the Company or New Charter of its respective obligations under this Agreement or the consummation of the transactions contemplated hereby, or (y) impair Purchaser's full rights of ownership to the Purchased Shares; and no consent, approval, authorization, order, registration or qualification of or with any such Governmental Entity is required for the offer and sale of the Purchased Shares or the consummation by the Company and New Charter of the transactions contemplated by this Agreement

(other than in connection or in compliance with the HSR Act or any applicable antitrust, merger or competition Law and the registration under the Securities Act of the offer and sale of the Purchased Shares to Purchaser). On or prior to the Closing Date, the issuance of the Purchased Shares to Purchaser will have been duly registered on an appropriate form under the Securities Act to the extent permitted by the rules of the SEC.

(e) The forms, reports, statements, schedules and other materials the Company was required to file with the SEC pursuant to the Exchange Act or other federal securities laws since January 1, 2012 (the "Exchange Act Reports"), when they were filed with the SEC, conformed in all material respects to the applicable requirements of the Exchange Act and the applicable rules

and regulations of the SEC thereunder; and as of the date hereof, no such documents were filed with the SEC since the SEC's close of business on the Business Day immediately prior to the date of this Agreement. The Exchange Act Reports did not, as of their respective dates, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) None of the information contained in the Proxy Statement/Prospectus will at the time of the mailing of the Proxy Statement/Prospectus to the stockholders of the Company, at the time of any amendments thereof or supplements thereto and at the time of the Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided that no representation is made by the Company with respect to statements made or incorporated by reference therein based on information supplied by Purchaser or any of its Affiliates (other than the Company and its Subsidiaries). The Proxy Statement/Prospectus will at the time of the mailing of the Proxy Statement/Prospectus to the stockholders of the Company, at the time of any amendments thereof or supplements thereto and at the time of the Stockholders Meeting, comply as to form in all material respects with the Exchange Act.

(g) As of the date hereof, there is no action, suit, investigation or proceeding pending or, to the knowledge of the Company or New Charter, threatened against the Company, New Charter or any of their respective Affiliates that questions the validity of this Agreement, the transactions contemplated hereby, the Purchased Shares, or any action to be taken by the Company or New Charter pursuant hereto, which would reasonably be expected to (i) prevent or materially impair or delay the performance by the Company or New Charter of its respective obligations under this Agreement or the consummation of the transactions contemplated hereby, or (ii) impair Purchaser's full rights of ownership to the Purchased Shares.

(h) Each of New Charter and the Company is not, and immediately after giving effect to the issuance and sale of the Purchased Shares, will not be, an "investment company", as such term is defined in the United States Investment Company Act of 1940, as amended.

(i) Prior to the Closing Date, the Board of Directors of the Company shall have taken all action as is necessary to exempt the acquisition of the Purchased Shares by Purchaser from the liability provisions of Section 16(b) of the Exchange Act pursuant to Rule 16b-3 to the extent permitted by applicable law.

Section 3.2 Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to the Company and New Charter that:

(a) Purchaser has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware. Purchaser has all requisite corporate power and authority to execute and deliver this Agreement, and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Purchaser of this Agreement and the consummation by Purchaser of the transactions contemplated hereby have been duly authorized by all necessary corporate action and no other

corporate proceedings on the part of Purchaser are necessary to authorize the execution, delivery and performance by Purchaser of this Agreement or the consummation by Purchaser of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Purchaser and, assuming due authorization, execution and delivery hereof by the Company and New Charter, such agreement constitutes a legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(b) Purchaser's compliance with all of the provisions of this Agreement and the consummation of the transactions herein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or require the giving of notice or making a filing under, (i) any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which it or any of its subsidiaries is a party or by which it or any of its subsidiaries is bound or to which any of its or its subsidiaries' property or assets is subject, (ii) any provisions of the Restated Certificate of Incorporation of Purchaser or the Bylaws of Purchaser or (iii) any statute or any order, rule or regulation of any Governmental Entity having jurisdiction over it or any of its subsidiaries or any of their properties, except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation or default that would not, individually or in the aggregate, reasonably be expected to prevent or materially impair or delay the performance by Purchaser of its obligations under this Agreement or the consummation of the transactions contemplated hereby; and no consent, approval, authorization, order, registration or qualification of or with any such Governmental Entity is required for the consummation by Purchaser of the transactions contemplated by this Agreement (other than in connection or in compliance with the provisions of the Securities Act and the securities or blue sky Laws of the various states or the HSR Act or any applicable antitrust, merger or competition Law).

(c) None of the information supplied in writing by Purchaser or any of its Affiliates for inclusion in the Proxy Statement/Prospectus will at the time of the mailing of the Proxy Statement/Prospectus to the stockholders of the Company, at the time of any amendments thereof or supplements thereto and at the time of the Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) Purchaser will have on the Closing Date sufficient funds to purchase the Purchased Shares.

(e) As of the date hereof, there is no action, suit, investigation or proceeding pending or, to the knowledge of Purchaser, threatened against Purchaser or any of its Affiliates that questions the validity of this Agreement, the transactions contemplated hereby, or any action to be taken by Purchaser pursuant hereto, which would reasonably be expected to prevent or materially impair or delay the performance by Purchaser of its obligations under this Agreement or the consummation of the transactions contemplated hereby.

ARTICLE IV

COVENANTS

Section 4.1 Use of Proceeds. The Company shall use the proceeds of the Aggregate Purchase Price to fund a portion of the cash consideration for the transactions contemplated by the Mergers Agreement.

Section 4.2 Reasonable Best Efforts.

(a) Each party hereto shall cooperate with the other party and use its respective reasonable best efforts to promptly take, or cause to be taken, all actions, and do, or cause to be done, all things, necessary, proper or advisable to cause the conditions to Closing to be satisfied as promptly as practicable and to consummate and make effective, in the most expeditious manner practicable, the transactions and perform the covenants contemplated by this Agreement.

(b) Each of Purchaser, New Charter and the Company will cooperate and consult with the other and use reasonable best efforts to prepare and file all necessary documentation, to effect all necessary applications, notices, petitions, filings and other documents, and to obtain all necessary permits, consents, orders, approvals and authorizations of, or any exemption by, all Governmental Entities, and expiration or termination of any applicable waiting periods, necessary or advisable to consummate the transactions contemplated by this Agreement, and to perform the covenants contemplated by this Agreement, it being agreed that each of the Company and Purchaser shall make or file any such applications, notices, petitions or filings required to be made by it with Governmental Entities in connection with the transactions contemplated by this Agreement as promptly as practicable following the date of this Agreement. Each party shall execute and deliver after the Closing such further certificates, agreements and other documents and take such other actions as the other party may reasonably request to consummate or implement such transactions or to evidence such events or matters. In particular, each party will use its reasonable best efforts to promptly obtain, and will cooperate as may reasonably be requested by the other party and use its reasonable best efforts to help the other party promptly obtain or submit, as the case may be, as promptly as practicable, the approvals and authorizations of, filings and registrations with, and notifications to, or expiration or termination of any applicable waiting period, under the HSR Act or any applicable antitrust, merger or competition law for Purchaser to be able to acquire the Purchased Shares ("HSR Clearance"). Notwithstanding any covenants of the parties set forth herein, none of the parties hereto will be required to take any action requiring, or enter into any settlement, undertaking, condition, consent decree, stipulation or other agreement with any Governmental Entity that requires such party or any of its Subsidiaries or Affiliates to (x) hold separate (in trust or otherwise), divest itself or otherwise rearrange the composition of any assets, businesses or interests of such party or any of its Affiliates or imposes any limitations on such person's freedom of action with respect to future acquisitions of assets or with respect to any existing or future business or activities or on the enjoyment of the full rights of ownership, possession and use of any asset now owned or hereafter acquired by any such person (including any securities of Purchaser or of the Company and the voting and other rights related to ownership thereof), (y) agree to any other conditions or requirements or to take any other actions that are adverse or burdensome or would reasonably be expected to adversely affect such person, in order to satisfy

any objection of any Governmental Entity or any other person or (z) incur or be required to bear any financial obligation imposed or required by any Governmental Entity that, in the case of each of clauses (x), (y) and (z), would have or would reasonably be expected to have a material adverse effect on Purchaser; provided, that in the event any Governmental Entity seeks to impose or require the taking of any of the actions set forth in clauses (x), (y) or (z) above, then the parties agree to use their respective reasonable best efforts and to negotiate in good faith to reach a compromise or settlement with such Governmental Entity which satisfies any objection of any Governmental Entity but minimizes, to the extent practicable, the strategic, economic and other effects of such action, compromise or settlement upon the Purchaser and its Subsidiaries and Affiliates. Each of Purchaser and the Company will have the right to review in advance, and to the extent practicable each will consult with the other, in each case subject to applicable Laws relating to the exchange of information, with respect to all the information relating to the other party, and any of their respective Affiliates, which appears in any filing made with, or written materials submitted to, any third party or any Governmental Entity in connection with the transactions contemplated by this Agreement. In exercising the foregoing right, each of the parties hereto agrees to act reasonably and as promptly as practicable. Each party hereto agrees to keep the other party apprised of the status of matters relating to completion of the transactions contemplated hereby. Purchaser, New Charter and the Company shall promptly furnish each other, to the extent permitted by applicable Laws, with copies of written communications received by them or their Affiliates from, or delivered by any of the foregoing to, any Governmental Entity in respect of the transactions contemplated by this Agreement.

(c) Each party shall give the other parties hereto prompt written notice upon becoming aware of any Action commenced or, to the knowledge of such party, to which such party is or may become a party (including any such Claim in the right of any such party) (x) relating to or involving this Agreement or the transactions contemplated hereby, or (y) seeking to enjoin, restrain, restrict, limit or prohibit the transactions contemplated hereby or any of the rights, privileges or preferences to which the Purchaser is entitled as the owner of the Purchased Shares. The party giving such notice shall give the other parties hereto the opportunity to participate in (but not control) the defense and settlement of any such Claims and such party agrees to use, and to cause its Affiliates, directors and officers to use, its commercially reasonable efforts to defend or contest any such Claim. The parties receiving such notice will cooperate with other party hereto in its defense of such Claims as it may reasonably request.

Section 4.3 Interim Conduct of Business. During the period commencing on the date of this Agreement and ending on the Closing Date, except as expressly contemplated by this Agreement or any Exhibit or Schedule hereto, the Mergers Agreement or the Contribution Agreement, or consented to in writing by Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed), the Company (i) shall conduct its operations in the ordinary course of business consistent with past practice and in accordance with its Agreement and (ii) shall not authorize or issue, sell, deliver or agree to commit to issue, sell or deliver (whether through the issuance, exercise or granting of options, warrants, call, commitments, subscriptions, rights to purchase or otherwise) shares of any class or series of capital stock, limited liability company interest, or other equity interest of the Company or New Charter (other than pursuant to the issuance of equity compensation awards in the ordinary course of business consistent with past practice). Notwithstanding anything to contrary contained herein, the Company may pursue backstop financing (including the issuance of equity securities) to ensure the availability of an

amount in cash equal to the Aggregate Purchase Price in connection with the funding of its obligations under the Mergers Agreement on the Closing Date, and in connection therewith may negotiate the terms of such replacement financing and, to the extent the Company deems reasonably necessary, enter into agreements and instruments effecting such replacement financing; provided, however, that the parties acknowledge that such backstop financing will only be utilized in the event the Purchaser fails to perform its obligations hereunder in breach of this Agreement, and the execution of any such financing instrument by the Company will not be deemed a consent by the Purchaser to any equity issuance and will not limit, restrict or modify the Purchaser's rights under this Section 4.3.

Section 4.4 Stockholders Agreement.

(a) The parties hereby covenant and agree to amend the Stockholders Agreement, dated as of March 19, 2013, between the Company and Purchaser (the "Stockholders Agreement"), as follows: (i) Section 3.3 shall be deleted and replaced with "[Reserved.]", (ii) with respect to the defined term "Annual Termination Window," clause (x) shall be deleted in its entirety and the reference to "2017" in clause (y) shall be replaced with "2020" and (iii) in the defined term "Termination Notice," the year "2017" shall be replaced with the year "2020."

(b) The Company hereby waives the covenants contained in Sections 3.2(e) and 3.2(h) of the Stockholders Agreement to the extent that the agreements, arrangements and understandings with and among Purchaser (together with its affiliates and associates), Liberty Interactive Corporation, a Delaware corporation ("LIC"), and any third party investors acquiring shares of Purchaser in connection with the Mergers would constitute a breach thereof (for the avoidance of doubt, such waiver shall apply to any joint venture or other partnership arrangements, proxy arrangements and similar relationships entered between or among such persons in connection with the completion of the Mergers and the transaction contemplated hereby); provided that no such Person shall acquire beneficial ownership of any Common Stock in connection

with the transactions contemplated hereby or by the Mergers Agreement other than pursuant to the Liberty Contribution Agreement, the Amended and Restated Stockholders Agreement and this Agreement.

(c) The Company hereby agrees, from and following the Closing, that the Investor Designees (as defined in the Stockholders Agreement) on the New Charter board will be entitled to receive the same compensatory arrangements as all other New Charter board members (notwithstanding anything to the contrary contained in the Stockholders Agreement).

Section 4.5 New Charter Certificate. The Company hereby agrees that, subject to the closing of the transactions contemplated by the Contribution Agreement, the restated certificate of incorporation of New Charter, in effect upon completion of the Mergers, shall not include the provision set forth in Article Eighth of the Company's existing Amended and Restated Certificate of Incorporation (or any comparable provision thereto).

Section 4.6 Mergers Agreement. The Company covenants and agrees not to amend, waive or modify, in any material respect that is adverse to Purchaser, any provision of the Mergers Agreement without the prior written consent of Purchaser, which shall not be unreasonably withheld, conditioned or delayed, provided, however, that any such amendment,

modification or waiver that (x) is reasonably likely to result in an increase in the total number of shares of Common Stock outstanding immediately following the completion of the Mergers or (y) is reasonably likely to result in a reduction to the effective exchange rate at which Purchaser and LIC have agreed to exchange their existing shares of Target common stock in the Mergers shall be deemed to be material and Purchaser will be entitled to withhold its consent thereto, in its sole discretion.

Section 4.7 Board Matters. The Board of Directors of New Charter will adopt the resolutions set forth on Exhibit A hereto, no later than contemporaneously with its conversion to a corporation under Delaware law.

Section 4.8 Efforts to Enforce. The Purchaser agrees to use its reasonable best efforts to cause each of Liberty Interactive Corporation, JANA Nirvana Master Fund, Ltd., JANA Master Fund, Ltd. and Coatue Offshore Master Fund, Ltd. to perform their respective obligations under the Investment Agreement, dated as of the date hereof, including by performing its obligations thereunder, using its reasonable best efforts to cause such investors to perform their obligations thereunder, enforcing its rights against such investors, and bringing suit for specific performance by such investors. The Purchaser agrees not to terminate, nor to waive nor amend any provision of any such Investment Agreement which would delay or make less likely the consummation of the Investment contemplated hereby or thereby. The Purchaser further agrees not to exercise any right or election that would have the effect of reducing the amount of any investor's commitment under any such Investment Agreement, unless (i) the Purchaser has obtained an alternative, debt or equity-linked form of financing in an equivalent amount or (ii) a commitment reduction is required by the terms of the applicable investment agreement.

Section 4.9 USRPHC. Each of New Charter and the Company will cooperate and consult with Purchaser in connection with the preparation of an analysis and methodology to determine whether the Company and/or New Charter is or will be a United States real property holding corporation, as defined in Section 897(c)(2) of the Internal Revenue Code of 1986, as amended, (a "USRPHC") as of the Closing Date, including as a result of the transactions contemplated by the Mergers Agreement and the Bright House Transactions (as defined in the Mergers Agreement), or has any plan or intention to become a USRPHC. Such cooperation shall include the provision of information that is reasonably relevant to any such analysis and determination and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided to Purchaser in connection with the foregoing.

ARTICLE V

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE COMPANY AND NEW CHARTER TO ISSUE THE PURCHASED SHARES

The obligations of the Company and New Charter to issue the Purchased Shares to Purchaser and consummate the transactions contemplated by Article I of this Agreement on the Closing Date shall be subject to the satisfaction or waiver at or prior to Closing by the Company and New Charter of the following conditions:

Section 5.1 Representations and Warranties; Covenants and Agreements.

(a) The representations and warranties of Purchaser contained in this Agreement and in any certificate or document executed and delivered by Purchaser pursuant to this Agreement, in each case, without giving effect to any limitation as to materiality set forth herein or therein, shall be true and accurate in all material respects on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, except for those representations and warranties which address matters only as of a particular date, which representations and warranties, without giving effect to any limitation as to materiality set forth herein or therein, shall have been true and correct in all material respects as of such particular date, and the Company and New Charter shall have received a certificate, dated the Closing Date, signed by Purchaser to such effect.

(b) Purchaser shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date and the Company and New Charter shall have received a certificate, dated the Closing Date, signed by Purchaser to such effect.

Section 5.2 Stockholder Approvals. The Stockholder Approvals shall have been obtained.

Section 5.3 Payment for the Purchased Shares. Purchaser shall have made payment of the Aggregate Purchase Price for the Purchased Shares, as provided herein.

Section 5.4 The Mergers Agreement. The closing of the transactions contemplated by the Mergers Agreement shall have occurred.

ARTICLE VI

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF PURCHASER TO PURCHASE THE PURCHASED SHARES

The obligations of Purchaser to purchase the Purchased Shares from the Company and New Charter and consummate the transactions contemplated by Article I of this Agreement on the Closing Date shall be subject to the satisfaction or waiver at or prior to Closing by Purchaser of the following conditions:

Section 6.1 Representations and Warranties; Covenants and Agreements.

(a) Each of (i) the representations and warranties of each of the Company and New Charter contained in this Agreement (other than the representations and warranties contained in Section 3.1(c)) and in any certificate or document executed and delivered by the Company or New Charter pursuant to this Agreement, in each case,

without giving effect to any limitation as to materiality set forth herein or therein, shall be true and accurate in all material respects and (ii) the representations and warranties of each of the Company and New Charter contained in Section 3.1(c) of this Agreement shall be true and accurate in all respects, in each case, on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, (provided that, with respect to each of the foregoing clauses, those representations and warranties

which address matters only as of a particular date need only be so true and correct as of such date), and Purchaser shall have received a certificate, dated the Closing Date, signed by each of the Company and New Charter to such effect.

(b) Each of the Company and New Charter shall have performed and complied, with respect to the covenants contained in Section 4.5, in all respects and, with respect to all other covenants contained herein, in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by the Company on or prior to the Closing Date and Purchaser shall have received a certificate, dated the Closing Date, signed by each of the Company and New Charter to such effect.

Section 6.2 Stockholder Approvals. The Stockholder Approvals shall have been obtained.

Section 6.3 Delivery of the Purchased Shares. The Company shall have delivered or caused to be delivered to Purchaser the Purchased Shares, as provided in Article I of this Agreement.

Section 6.4 The Mergers Agreement. Each condition set forth in Sections 9.01, 9.02 and 9.03 of the Mergers Agreement to the obligations of each of the parties to the Mergers Agreement to effect the transactions contemplated by the Mergers Agreement at the closing thereof shall have been satisfied or is capable of being satisfied at the closing of the Mergers Agreement, and the closing of the transactions contemplated by the Mergers Agreement shall have occurred. For the avoidance of doubt, the waiver of any condition shall have no bearing on the determination of whether any condition set forth in the Mergers Agreement has been satisfied.

Section 6.5 HSR Clearance. The HSR Clearance shall have been obtained.

Section 6.6 NASDAQ Listing. The shares of Common Stock to be issued pursuant to this Agreement shall have been approved for listing on the NASDAQ, subject to official notice of issuance.

ARTICLE VII

TERMINATION

Section 7.1 Termination of Agreement. This Agreement may be terminated prior to the Closing as follows:

(a) by mutual written consent of the Company, New Charter and Purchaser;

(b) by the Company and New Charter, if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Purchaser set forth in this Agreement shall have occurred and is not capable of being cured that would cause any of the conditions to Closing set forth in Article V not to be satisfied (or not to be capable of being satisfied) at the Closing;

(c) by Purchaser, if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Company or New Charter set forth in this Agreement shall have occurred and is not capable of being cured that would cause any of the conditions to Closing set forth in Article VI not to be satisfied (or not to be capable of being satisfied) at the Closing;

(d) By any of Purchaser, New Charter or the Company if there shall be in effect a final non appealable order of a Governmental Entity of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement; or

(e) upon the termination of the Mergers Agreement in accordance with its terms.

Section 7.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 7.1, written notice thereof shall be given to the other party, then each of the parties shall be relieved of their duties and obligations arising under this Agreement after the date of such termination and such termination shall be without Liability to Purchaser, New Charter or the Company; provided, however, that nothing in this Section 7.2 shall relieve Purchaser, New Charter or the Company of any Liability for a breach of this Agreement.

ARTICLE VIII

REGISTRATION RIGHTS

Section 8.1 Registration Rights. The parties hereto agree that in connection with the Closing, they will negotiate in good faith to execute a customary registration rights agreement (the "Registration Rights Agreement"). Such agreement will contain the following material terms:

(a) Demand Registration. The Registration Rights Agreement will provide that, any time following the Closing, Purchaser shall be entitled to request that New Charter use reasonable best efforts to register under the Securities Act the secondary offer and sale of its Common Stock (with New Charter's full management cooperation available for two (2) road shows per twelve (12) month period (provided that the second road show shall be in connection with an offering of at least $500 million), to the extent advised by the underwriters, if applicable, and at New Charter's expense, other than underwriters' discounts) to the extent requested by Purchaser. These demand registration rights include the right to register shares underlying exchangeable notes or debentures issued in accordance with the Stockholders Agreement. New Charter shall not be required to effect more than two (2) demand registrations for Purchaser in any twelve (12) month period, and all registrations shall be subject to blackout and delay periods for so long as the Board of Directors (excluding any directors nominated by Purchaser) determines in good faith that registration could require the disclosure of something detrimental to New Charter or to a pending negotiation or transaction. The aggregate fair market value of any offering required to be registered would be not less than $500 million.

(b) Piggyback Registration. If New Charter proposes to register any offer and sale of Common Stock other than on a Form S-8 or Form S-4, Purchaser will have the right to request

that New Charter register under the Securities Act a pro rata portion of its Common Stock, subject to a minimum to be agreed, unless New Charter is advised by its financial advisors that the inclusion of the shares would adversely affect the offering, in which case shares to be sold by any other New Charter shareholders and Purchaser shall be offered on a pro rata basis to the extent of the size of the secondary offering proposed.

(c) Termination. The Registration Rights Agreement will terminate once Purchaser beneficially owns less than 5% equity ownership of New Charter.

(d) Registration Expenses. The Registration Rights Agreement shall contain customary provisions with respect to the reimbursement of expenses.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Survival. The representations and warranties of the parties contained in Sections 3.1(a), 3.1(b), 3.1(d), 3.1(e), 3.1(f) and 3.1(i) shall survive the Closing for a period of one (1) year, and the representation and warranty contained in Section 3.1(c) shall survive the Closing for the applicable statute of limitations. All of the covenants or other agreements of the parties contained in this Agreement shall survive until fully performed or fulfilled.

Section 9.2 Notices. Any notices or other communications required or permitted under, or otherwise in connection with this Agreement, shall be in writing and shall be deemed to have been duly given (A) when delivered in person, (B) upon transmission when sent by facsimile transmission with written confirmation of receipt, (C) upon transmission by electronic mail (but only if followed by transmittal of a copy thereof by (x) national overnight courier or (y) hand delivery with receipt, in each case, for delivery by the second (2nd) Business Day following such electronic mail), (D) on receipt after dispatch by registered or certified mail, postage prepaid and addressed, or (E) on the next Business Day if transmitted by national overnight courier, in each case as follows:

If to the Company or New Charter:

Charter Communications, Inc.
400 Atlantic Street
Stamford, CT 06901
Attention: Richard R. Dykhouse
Facsimile:
E-mail:

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attention: Steven A. Cohen, Esq.

DongJu Song, Esq.
Facsimile: (212) 403-2000
E-mail: sacohen@wlrk.com
dsong@wlrk.com

If to Purchaser:

Liberty Broadband Corporation
12300 Liberty Boulevard
Englewood, CO 80112
Attention: Richard N. Baer
Facsimile:
E-mail:

with a copy (which shall not constitute notice) to:

Baker Botts L.L.P.
30 Rockefeller Plaza
New York, NY 10112
Attention: Frederick McGrath
Renee L. Wilm
Facsimile: (212) 259-2500
E-mail: frederick.mcgrath@bakerbotts.com
renee.wilm@bakerbotts.com

Section 9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of Delaware.

Section 9.4 Jurisdiction and Venue. The parties hereto hereby irrevocably submit to the exclusive jurisdiction of the Delaware Court of Chancery or, in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware, or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware. The parties hereto hereby consent to and grant the Delaware Court of Chancery, or in the event (but only in the event) that such court does not

have subject matter jurisdiction over such action or proceeding, the United States District Court for the District of Delaware, jurisdiction over the person of such parties and, to the extent permitted by Law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 9.2 or in such other manner as may be permitted by Law shall be valid and sufficient service thereof. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 9.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings, agreements or representations by or among the parties hereto, or any of them, written or oral, in each case, with respect to the subject matter hereof.

Section 9.6 Assignment. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their respective successors and assigns. Except as provided below, none of Purchaser, New Charter or the Company shall assign this Agreement, or any rights or obligations hereunder, without the prior written consent of the other party hereto. Notwithstanding the foregoing, Purchaser shall be entitled to assign this Agreement and any of its rights and obligations hereunder to any of its Affiliates, provided, that Purchaser shall nevertheless remain liable for its obligations under this Agreement notwithstanding any such transfer or assignment.

Section 9.7 Counterparts and Signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties hereto and delivered to the other parties, it being understood that all parties need not sign the same counterpart. This Agreement may be executed and delivered by facsimile or electronic mail transmission.

Section 9.8 Amendments and Waivers.

(a) No failure or delay on the part of the Company, New Charter or Purchaser in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

(b) The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless consented to in writing by the parties hereto.

Section 9.9 Interpretation. When reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement, unless otherwise indicated. The headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. The language used in this Agreement shall

be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa. Any reference to any federal, state, local or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.”

Section 9.10 No Third-Party Beneficiaries. This Agreement is not intended, and shall not be deemed, to confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns or to otherwise create any third-party beneficiary hereto.

Section 9.11 Fees and Expenses. All fees and expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement shall be paid by the party or parties, as applicable, incurring such expenses.

Section 9.12 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be completed as originally contemplated to the fullest extent possible.

Section 9.13 Remedies. Neither rescission, set-off nor reformation of this Agreement shall be available as a remedy to any of the parties hereto. The parties hereto agree that irreparable damage would occur in the event any of the provisions of this Agreement were not to be performed in accordance with the terms hereof and that the parties shall be entitled, and each party hereby consents, to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms hereof, without bonds or other security being required, in addition to any other remedies at Law or in equity. In the event that a party institutes any suit or action under this Agreement, including for specific performance or injunctive relief pursuant to this Section 9.13, the prevailing party in such proceeding shall be entitled to receive the costs incurred thereby in conducting the suit or action, including reasonable attorneys’ fees and expenses. No party hereto shall be responsible for or liable to any other party hereto or any other Person for any indirect, punitive or consequential damages which may be alleged as a result of any breach by the first party of its representations, warrants, covenants and agreements contained herein. Each party acknowledges and agrees that it shall use its reasonable best efforts to mitigate any direct damages it may incur as a result of the breach by any other party hereto of its representations, warrants, covenants and agreements contained herein.

Section 9.14 Certain Definitions. As used in this Agreement, the following terms have the meanings ascribed thereto below:

“Action” means any action, suit, claim, arbitration, proceeding, inquiry or investigation, by or before any Governmental Entity.

“Affiliate” means any Person that Controls, is Controlled by or is under common Control with the Person specified. Solely for purposes of this Agreement, neither New Charter nor the Company shall not be deemed to be an Affiliate of Purchaser or any of its Affiliates, and neither Purchaser nor any of its Affiliates shall be deemed to be an Affiliate of the Company or New Charter.

“Aggregate Purchase Price” has the meaning set forth in the recitals to this Agreement.

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Amended and Restated Stockholders Agreement" means the Amended and Restated Stockholders Agreement, dated as of the date hereof, by and among the Company, New Charter, Purchaser, and Advance/Newhouse Partnership.

"Business Day" means any day other than a Saturday, Sunday or a day on which banking institutions in the State of New York are authorized or obligated by Law or executive order to close.

"Closing" has the meaning set forth in Section 1.1(b) of this Agreement.

"Closing Date" means the date of closing of the transactions contemplated by the Mergers Agreement.

"Common Stock" has the meaning set forth in the recitals to this Agreement.

"Company" has the meaning set forth in the preamble to this Agreement.

"Company Common Stock" has the meaning set forth in Section 3.1(b) of this Agreement.

"Contribution Agreement" means the Contribution Agreement, dated as of March 31, 2015, among Advance/Newhouse Partnership, A/NPC Holdings LLC, the Company, New Charter and Charter Communications Holdings, LLC, as may be amended.

"Control" means the power, directly or indirectly, to direct the management and policies of a Person, whether by ownership of voting securities, by contract or otherwise. "Controlled" and "Controlling" have correlative meanings.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder (as in effect on the date of this Agreement).

"Exchange Act Reports" has the meaning set forth in Section 3.1(e) of this Agreement.

"First Company Merger" has the meaning set forth in the recitals to this Agreement.

"Governmental Entity" means any United States or foreign (a) federal, state, local, municipal or other government, (b) governmental or quasi-governmental entity of any nature (including, without limitation, any governmental agency, branch, department, official or entity and any court or other tribunal) or (c) body exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, including, without limitation, any arbitral tribunal.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"HSR Clearance" has the meaning set forth in Section 4.2(b) of this Agreement.

"Law" means rule, regulation, statutes, orders, ordinance, guideline, code, or other legally enforceable requirement, including but not limited to common law, state, local and federal laws or securities laws and laws of foreign jurisdictions.

"Liability" means any and all debts, liabilities and obligations of any kind or nature, whether accrued or fixed, absolute or contingent, matured or unmatured, or determined or determinable.

"Liberty Contribution Agreement" means the Contribution Agreement, dated as of the date hereof, among LIC, Purchaser, New Charter, the Company and Merger Subsidiary One (as defined therein).

"LIC" has the meaning set forth in Section 4.4(b) of this Agreement.

"Lien" means any and all pledges, liens, proxies, claims, charges, security interests, preemptive rights, voting trusts, voting agreements, options, rights of first offer or refusal and any other encumbrances whatsoever.

"Merger Approvals" has the meaning set forth in Section 2.1(a) of this Agreement.

"Merger Subsidiary" has the meaning set forth in the recitals to this Agreement.

"Mergers Agreement" has the meaning set forth in the recitals to this Agreement.

"New Charter" has the meaning set forth in the preamble to this Agreement.

"Parent Merger" has the meaning set forth in the recitals to this Agreement.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, business trust, joint stock company, trust, unincorporated organization or other entity or government or agency or political subdivision thereof.

"Price Per Share" means $176.95.

"Proxy Statement/Prospectus" has the meaning set forth in Section 2.1(a) of this Agreement.

"Purchased Shares" has the meaning set forth in Section 1.1(a) of this Agreement.

"Purchaser" has the meaning set forth in the preamble to this Agreement.

"Registration Rights Agreement" has the meaning set forth in Section 8.1 of this Agreement.

"SEC" means the U.S. Securities and Exchange Commission.

"Second Company Merger" has the meaning set forth in the recitals to this Agreement.

"Securities Act" means the U.S. Securities Act of 1933, as amended, and the rules and regulations of the SEC thereunder.

"Stockholders Agreement" has the meaning set forth in Section 4.4(a) of this Agreement.

"Stockholder Approvals" has the meaning set forth in Section 2.1(a) of this Agreement.

"Stockholders Meeting" has the meaning set forth in Section 2.2 of this Agreement.

"Stock Issuance Approvals" has the meaning set forth in Section 2.1(a) of this Agreement.

"Target" has the meaning set forth in the recitals to this Agreement.

"USRPHC" has the meaning set forth in Section 4.9 of this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

CHARTER COMMUNICATIONS, INC.

By: /s/ Richard R. Dykhouse
Name: Richard R. Dykhouse
Title: Executive Vice President, General Counsel and Corporate Secretary

CCH I, LLC

By: /s/ Richard R. Dykhouse
Name: Richard R. Dykhouse
Title: Executive Vice President, General Counsel and Corporate Secretary

LIBERTY BROADBAND CORPORATION

By: /s/ Craig E. Troyer
Name: Craig E. Troyer
Title: Vice President and Deputy General Counsel

List of Omitted Exhibits and Schedules

The following exhibit to the Investment Agreement, dated May 23, 2015, by and among Charter Communications, Inc., CCH I, LLC and Liberty Broadband Corporation has not been provided herein:

Exhibit A

The registrant hereby undertakes to furnish supplementally a copy of the omitted exhibit to the Securities and Exchange Commission upon request.

VOTING AGREEMENT

AGREEMENT (this "**Agreement**"), dated as of May 23, 2015, by and between Time Warner Cable Inc., a Delaware corporation (the "**Company**") and Liberty Broadband Corporation, a Delaware corporation (the "**Stockholder**").

WHEREAS, concurrently with the execution and delivery of this Agreement, 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**"), Nina Corporation I, Inc., a Delaware corporation ("**Merger Subsidiary One**"), Nina Company II, LLC, a Delaware limited liability company and wholly owned direct subsidiary of New Charter ("**Merger Subsidiary Two**") and Nina Company III, LLC, a Delaware limited liability company and wholly owned direct subsidiary of Merger Subsidiary Two ("**Merger Subsidiary Three**"), are entering into an Agreement and Plan of Mergers (as amended or modified from time to time, the "**Mergers Agreement**") pursuant to which (a) Merger Subsidiary One will be merged with and into the Company, with the Company continuing as the surviving corporation (the "**First Company Merger**"), (b) immediately following consummation of the First Company Merger, the Company will be merged with and into Merger Subsidiary Two, with Merger Subsidiary Two as the surviving entity (the "**Second Company Merger**") and (c) immediately following consummation of the Second Company Merger, Parent will be merged with and into Merger Subsidiary Three, with Merger Subsidiary Three as the surviving entity and a wholly owned subsidiary of New Charter (the "**Parent Merger**");

WHEREAS, as of the date hereof, the Stockholder is the record and beneficial owner of the number of shares of Parent Stock listed on Schedule 1.01;

WHEREAS, concurrently with the execution and delivery of this Agreement, Parent, New Charter, Merger Subsidiary One, the Stockholder and Liberty Interactive Corporation ("**Liberty Interactive**") are entering into a Contribution Agreement pursuant to which, subject to the terms and conditions contained therein, the Stockholder and Liberty Interactive agree to assign, transfer, convey and deliver shares of Company Stock to Merger Subsidiary One in exchange for shares of common stock of Merger Subsidiary One, as described in such agreement; and

WHEREAS, in order to induce the Company to enter into the Mergers Agreement, the Stockholder has agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1
DEFINED TERMS

Section 1.01. *Definitions Generally*. For purposes of this Agreement, terms used in this Agreement that are defined in the Mergers Agreement but not in this Agreement shall have the respective meanings ascribed to them in the Mergers Agreement.

Section 1.02. *Certain Definitions*. In addition, the following terms, as used herein, have the following meanings:

(i) "**beneficial ownership**" of any security by any person means "beneficial ownership" of such security as determined pursuant to Rule 13d-3 under the 1934 Act, including all securities as to which such person has the right to acquire, without regard to the 60-day period set forth in such rule. The terms "**beneficially owned**" and "**beneficial owner**" shall have correlative meanings.

(ii) "**Certificate of Incorporation**" means the certificate of incorporation of Parent.

(iii) "**Covered Shares**" means, at any time, the Stockholder's Existing Shares and New Shares as of such time.

(iv) "**Existing Shares**" means all shares of Parent Stock owned of record by the Stockholder or one or more of its subsidiaries and beneficially by the Stockholder as of the date of this Agreement.

(v) "**New Charter Stock Issuance**" means the issuance of shares of New Charter Common Stock as part of the Merger Consideration.

(vi) "**New Shares**" means all shares of Parent Stock acquired of record or beneficially from the date hereof to the record date for the Parent Stockholder Meeting.

(vii) "**Parent Stock**" means the Class A Common Stock of Parent, par value $0.001 per share and any other equity or voting securities of Parent (and any successor in interest thereto) of any class, whether now existing or hereafter authorized and issued.

(viii) "**Restricted Period**" means the period from the date hereof until the date of termination of this Agreement;provided, that in the event the Merger Agreement is terminated pursuant to Section 10.01(b)(iii)(A) or 10.01(d)(ii) of the Merger Agreement, the expiration of the Restricted Period will be extended for a period of six (6) months following the date of such termination.

Section 1.03. *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 and Schedules are to Articles, Sections and Schedules of this Agreement unless otherwise specified. All Schedules annexed hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any 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 shall be deemed to refer to such statute 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; provided, that references to the Mergers Agreement will be deemed to refer to the Mergers Agreement as of the date hereof and without giving effect to any amendment, modification or supplement thereto unless such amendment, modification or supplement has been approved or consented to by the Stockholder to the extent required pursuant to the Investment Agreement, dated of even date herewith, by and among Parent, New Charter and the Stockholder. 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.

ARTICLE 2
VOTING AGREEMENT AND IRREVOCABLE PROXY

Section 2.01. *Agreement to Vote.*

(a) Agreement to Vote. Until the termination of this Agreement in accordance with Article 6, the Stockholder hereby agrees that at any meeting (whether annual or special and whether or not adjourned or postponed) of the holders of Parent Stock, however called, or in connection with any written consent of the holders of Parent Stock, the Stockholder shall vote (or cause to be voted) or deliver a consent (or cause a consent to be delivered) with respect to the Stockholder's Covered Shares to the fullest extent that such Covered Shares are entitled to be voted at the time of any vote or action by written consent:

(i) in favor of the approval of the Mergers Agreement, the Parent Merger, the New Charter Stock Issuance, the Equity Exchange, the Equity Purchase, and the Stockholders Agreement and the other transactions contemplated by the Mergers Agreement;

(ii) without limitation of the preceding clause (i), in favor of any proposal to adjourn or postpone any meeting of the holders of Parent Stock at which the matter described in the preceding clause (i) is submitted for the consideration and vote of the holders of Parent Stock to a later date if there are not sufficient votes for approval of such matters on the date on which the meeting is held; and

(iii) against any corporate action the consummation of which would reasonably be expected to prevent or delay the consummation of the transactions contemplated by the Mergers Agreement.

(b) During the Restricted Period, the Stockholder hereby agrees that at any meeting (whether annual or special and whether or not adjourned or postponed) of the holders of Parent Stock, however called, or in connection with any written consent of the holders of Parent Stock, the Stockholder shall vote (or cause to be voted) or deliver a consent (or cause a consent to be delivered) with respect to the Stockholder's Covered Shares to the fullest extent that such Covered Shares are entitled to be voted at the time of any vote or action by written consent against any Parent Acquisition Proposal, or any transaction that would have constituted a Parent Acquisition Proposal if the Mergers Agreement were then in effect.

(c) Certain Procedural Matters. With respect to any vote required to be cast or consent required to be executed pursuant to Section 2.01(a) or Section 2.01(b), the Stockholder agrees to take (or cause to be taken) all steps reasonably necessary to ensure that all of the Stockholder's Covered Shares are counted as present for quorum purposes (if applicable) and for purposes of recording the results of the vote or consent.

(d) No Obligation to Exercise Options or Other Rights. Nothing contained in this Section 2.01 shall require the Stockholder (i) to convert, exercise or exchange any Parent Securities to acquire shares of Parent Stock or (ii) to vote or execute any consent with respect to any shares of Parent Stock not issued upon the conversion, exercise or exchange of any Parent Securities prior to the applicable record date for that vote or consent.

Section 2.02. *Revocation of Proxies.* The Stockholder hereby revokes (or causes to be revoked) any and all previous proxies granted with respect to the Existing Shares that is inconsistent with Section 2.01.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDER

The Stockholder represents and warrants to the Company that:

Section 3.01. *Organization.* The Stockholder is duly organized and validly existing and in good standing under the laws of the jurisdiction of its organization.

Section 3.02. *Authorization*. The execution, delivery and performance by the Stockholder of this Agreement and the consummation by the Stockholder of the transactions contemplated hereby are within the corporate powers of the Stockholder and have been duly authorized by all necessary corporate action. This Agreement constitutes a valid and binding obligation of the Stockholder, enforceable against the Stockholder in accordance with its terms (subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditors' rights generally and general principles of equity).

Section 3.03. *No Conflict; Required Filings and Consents*. The execution, delivery and performance by the Stockholder of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) violate the certificate of incorporation, certificate of formation, agreement of limited partnership or similar organizational documents of the Stockholder, (ii) violate any applicable law to which the Stockholder is subject, (iii) require any consent or other action by any person under, constitute a default under, or give rise to any right of termination, cancellation or acceleration or to a loss of any benefit or right to which such Stockholder is entitled under, any provision of any agreement or other instrument to which the Stockholder is a party, (iv) result in the imposition of any lien on any Covered Shares (other than any lien created by this Agreement), (v) require any consent, approval, order, authorization or permit of, or registration or filing with or notification to, any Governmental Authority or other person, except for the filing with the SEC of any Schedule 13D or 13G (or amendments thereto) and filings under Section 16 of the 1934 Act as may be required in connection with this Agreement and the transactions contemplated hereby, except, in the case of the foregoing clauses (ii), (iii), (iv) and (v), as would not impact the Stockholder's ability to perform or comply with its obligations under this Agreement or to consummate the transactions contemplated herein on a timely basis.

Section 3.04. *Ownership of Shares.* As of the date of this Agreement, the Stockholder is the beneficial owner of 28,838,718 outstanding shares of Parent Stock owned of record by the Stockholder or one or more of its subsidiaries, which shares of Parent Stock collectively constitute Existing Shares, free and clear of any lien and any other limitation or restriction (including any restriction on the right to vote or otherwise dispose of any such

shares) other than those created by (i) this Agreement, (ii) the amended and restated certificate of incorporation of Parent, (iii) that certain Stockholders Agreement, dated as of March 19, 2013, by and between Parent and Liberty Media Corporation, as amended by the Amendment to Stockholders Agreement, dated September 29, 2014, by and among Parent, Liberty Media Corporation and Stockholder, as such agreement may be further amended on or before the date hereof (the "**Parent Stockholders Agreement**") or (iv) U.S. federal or state securities laws. None of the Existing Shares is, and as of the date for any meeting of stockholders of Parent called to approve any matters referred to in Section 2.01, no Covered Shares will be, subject to any voting trust or other agreement or arrangement with respect to the voting of such shares of Parent Stock, other than the Parent Stockholders Agreement.

Section 3.05 *Total Shares.* The Existing Shares constitute all of the shares of Parent Stock beneficially owned by the Stockholder as of the date hereof and on the record date for the Parent Stockholder Meeting, the Covered Shares will constitute all of the shares of Parent Stock beneficially owned by the Stockholder.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Stockholder that:

Section 4.01. *Authorization*. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby are within the corporate powers of the Company and have been duly authorized by all necessary corporate action. This Agreement constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms (subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditors' rights generally and general principles of equity).

Section 4.02. No *Conflict; Required Filings and Consents*. The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) violate the certificate of incorporation or similar organizational documents of the Company, (ii) violate any applicable law to which the Company is subject, (iii) require any consent or other action by any person under, constitute a default under, or give rise to any right of termination, cancellation or acceleration or to a loss of any benefit or right to which the Company is entitled under, any provision of any agreement or other instrument binding upon the Company, (iv) require any consent, approval, order, authorization or permit of, or registration or filing with or notification to, any Governmental Authority or other person,

except for the filing with the SEC of any Schedule 13D or 13G (or amendments thereto) and filings under Section 16 of the 1934 Act as may be required in connection with this Agreement and the transactions contemplated hereby, or (v) result in the imposition of any lien on any material assets of the Company except, in the case of the foregoing clauses (ii), (iii), (iv) and (v), as would not impact the Company's ability to perform or comply with its obligations under this Agreement or to consummate the transactions contemplated herein on a timely basis.

ARTICLE 5
COVENANTS OF THE STOCKHOLDER

Section 5.01. *Restrictions on Transfer*. The Stockholder agrees during the Restricted Period, the Stockholder shall not, directly or indirectly, sell, transfer, pledge, encumber, assign, distribute, gift or otherwise dispose of (each, a "**Transfer**") any shares of Parent Stock owned of record or beneficially by the Stockholder or any interest therein, or any voting rights with respect thereto, or enter into any contract, option or other arrangement or understanding with respect thereto (including any voting trust or agreement), other than (i) in a bona fide sale of Parent Stock to one or more third party acquirers, so long as such third party acquirer executes an instrument, reasonably acceptable to the Company, assuming all the rights, benefits and obligations of the Stockholder under Article 1, Article 2, Sections 5.01 and 5.02, Article 6 and Article 7 hereunder in connection with such transfer, (ii) pursuant to or resulting from the entrance into any swap, hedge, forward sale or other similar arrangement, provided that in the case of this clause (ii), (x) the Stockholder (or one or more of its subsidiaries) retains all voting rights in the subject Parent Stock and (y) the Stockholder agrees not to physically settle such swap, hedge, forward sale or similar arrangement prior to the termination of this Agreement, (iii) a bona fide pledge of, or grant of a security interest in, Parent Stock in connection with any financing arrangements with a financial institution, including any resulting transfer of such pledged shares (or shares in which a security interest has been granted) upon any default and foreclosure under the indebtedness underlying such pledge or security interest, so long as the Stockholder (or one or more of its subsidiaries) retains full voting rights of such pledged shares (or shares in which a security interest has been granted) prior to such default and foreclosure and (iv) any transfer of Parent Stock to a subsidiary or an affiliate of the Stockholder, including any subsidiary or affiliate that ceases to be a subsidiary or an affiliate of the Stockholder as a result of any spin-off, split-off or similar distribution transaction, so long as such subsidiary or affiliate executes an instrument, reasonably acceptable to the Company, assuming all the rights, benefits and obligations of the Stockholder hereunder, in connection with such transfer, which instrument shall be executed (x) in the case of a transfer to a non-wholly owned

subsidiary or affiliate, prior to the date of such transfer, and (y) in the case of a transfer to a wholly-owned subsidiary, prior to the consummation of any spin-off, split-off or similar distribution transaction.

Section 5.02. *No Proxies*. The Stockholder agrees that, during the Restricted Period, the Stockholder shall not directly or indirectly grant any person any proxy (revocable or irrevocable), power of attorney or other authorization with respect to any of the Stockholder's Covered Shares that is inconsistent with Section 2.01.

Section 5.03. *Non-Solicitation*. The Stockholder agrees that it will comply during the Restricted Period with the provisions of Sections 7.04(a)(i)-(iii) and (vii) and the first sentence of Section 7.04(f) of the Mergers Agreement as if it were the Parent party thereto; provided, however, that the foregoing (x) will not restrict or limit the Stockholder's ability to engage in discussions and negotiations with, and provide information to, providers (or potential providers) of financing to the Stockholder in connection with the Stockholder's acquisition of additional Parent Shares and to obtain financing from such investors and (y) will not be applicable to any plan or proposal relating to any sale or acquisition of Stockholder, its assets, or any interest therein (other than a sale of any Covered Shares).

ARTICLE 6
TERMINATION

Section 6.01. *Termination*. This Agreement and all obligations of the parties hereunder shall automatically terminate upon the earliest to occur of (a) the Effective Time and (b) the termination of the Mergers Agreement in accordance with its terms. Upon the termination of this Agreement, neither the Company nor the Stockholder shall have any rights or obligations hereunder and this Agreement shall become null and void and have no effect; provided, that this Section 6.01 and Sections 7.02 through 7.15 shall survive such termination; provided, further, that the Stockholder's obligation under Sections 2.01(b) and 2.01(c) and Article 5 will survive until the expiration of the Restricted Period with respect to Covered Shares beneficially owned by the Stockholder at the time of any applicable action required to be taken by the Stockholder during such period. Notwithstanding the foregoing, termination of this Agreement shall not prevent any party from seeking any remedies (at law or in equity) against any other party for that party's willful breach of any of the terms of this Agreement prior to the date of termination.

ARTICLE 7
MISCELLANEOUS

Section 7.01. *Further Assurances*. The Company and the Stockholder will each execute and deliver, or cause to be executed and delivered, all further documents and instruments and use its reasonable best efforts to take, or cause to be taken, all actions necessary to comply with its obligations under this Agreement.

Section 7.02. *Notices*. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile or e-mail transmission) and

shall be given, if to the Company, to:

Time Warner Cable Inc.
60 Columbus Circle
New York, New York 10023
Attention: General Counsel
Facsimile:

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison, LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attention: Robert B. Schumer
Ariel J. Deckelbaum
Ross A. Fieldston
Facsimile: (212) 757-3990

if to the Stockholder, to such Stockholder at its address, facsimile number or e-mail address set forth on the applicable signature page hereof, or to such other address, facsimile number or e-mail address as such party may hereafter specify for the purpose by notice to the other party hereto.

All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a business day in the place of receipt; provided, that in the case of delivery by e-mail or facsimile, a copy is also sent for delivery to the recipient by national overnight courier for delivery by the second (2nd) Business Day following such transmission unless such copy is waived by the recipient. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

Section 7.03. *Amendments and Waivers*.

(a) Any provision of this Agreement (including any Schedule hereto) may be amended or waived if, but only if, such amendment or waiver is in writing

and is signed, in the case of an amendment, by each party to this Agreement or, in the case of a waiver, by each party against whom the waiver is to be effective.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

Section 7.04. *Documentation and Information.* The Stockholder consents to and authorizes the publication and disclosure by the Company of the Stockholder's identity and holding of Covered Shares, the nature of the Stockholder's commitments, arrangements and understandings under this Agreement (including, for the avoidance of doubt, the disclosure of this Agreement) and any other information, in each case, that the Company reasonably determines is required to be disclosed by applicable law in any Current Report on Form 8-K, any Statement on Schedule 13D, any other disclosure document in connection with the Mergers Agreement and any filings with or notices to Governmental Authorities in connection with the Mergers Agreement, *provided* that the Company shall give the Stockholder and its legal counsel a reasonable opportunity to review and comment on such publications or disclosure prior to their being made public, and the Company shall consider in good faith all comments of the Stockholder in connection therewith.

Section 7.05. *Expenses*. All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

Section 7.06. *Entire Agreement.* This Agreement (including the Schedule hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the parties with respect to the subject matter hereof.

Section 7.07. *Successors and Assigns*. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

Section 7.08. *Governing Law*. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

Section 7.09. *Counterparts; Effectiveness*. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect

as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

Section 7.10. *Severability*. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 7.11. *Jurisdiction*. The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby (whether brought by any party or any of its Affiliates or against any party or any of its Affiliates) shall be brought in the Delaware Chancery Court or, if such court shall not have jurisdiction, any federal court located in the State of Delaware or other Delaware state court, and each party hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 7.02 shall be deemed effective service of process on such party.

Section 7.12. *WAIVER OF JURY TRIAL.* EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 7.13. *Specific Performance.* The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 7.14. *No Ownership Interest.* All rights and ownership of and relating to the Stockholder's Covered Shares shall remain vested in and belong to the Stockholder, and the Company shall have no authority to exercise any power or authority to direct the Stockholder in the voting of any of the Stockholder's Covered Shares, except as otherwise specifically provided herein, or in the performance of the Stockholder's duties or responsibilities as a stockholder of Parent.

Section 7.15 *Other Capacities.* The Stockholder is signing this Agreement solely in the Stockholder's capacity as an owner of the Covered Shares, and noting herein shall prohibit, prevent or preclude any designee of such Stockholder from taking or not taking any action in its capacity as an officer or director of Parent.

[The remainder of this page has been intentionally left blank; the next page is the signature page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

TIME WARNER CABLE INC.

By: /s/ Robert D. Marcus
Name: Robert D. Marcus
Title: Chairman & Chief Executive Officer

[Signature Page to Voting Agreement]

LIBERTY BROADBAND CORPORATION

By: /s/ Craig E. Troyer
Name: Craig E. Troyer
Title: Vice President and Deputy General Counsel

Address for notices:

Liberty Broadband Corporation
12300 Liberty Boulevard
Englewood, CO 80112
Attention: Richard N. Baer
Facsimile:
E-mail:

with a copy (which shall not constitute notice) to:

Baker Botts L.L.P.
30 Rockefeller Plaza
New York, NY 10112
Attention: Frederick McGrath
Renee L. Wilm
Facsimile: (212) 259-2500
E-mail:
frederick.mcgrath@bakerbotts.com

renee.wilm@bakerbotts.com

List of Omitted Exhibits and Schedules

The following schedule to the Voting Agreement, dated May 23, 2015, by and between Time Warner Cable Inc. and Liberty Broadband Corporation has not been provided herein:

Schedule 1.01 — Number of Shares Beneficially Owned

The registrant hereby undertakes to furnish supplementally a copy of the omitted schedule to the Securities and Exchange Commission upon request.

CONTRIBUTION AGREEMENT

This Contribution Agreement, dated as of May 23, 2015 (this "Agreement"), is by and among Liberty Broadband Corporation, a Delaware corporation ("Liberty Broadband"), Liberty Interactive Corporation, a Delaware corporation ("Liberty Interactive"), Charter Communications, Inc. ("Parent"), CCH I, LLC, a Delaware limited liability company and wholly owned subsidiary of Parent ("New Charter") and Nina Corporation I, Inc., a Delaware corporation ("Merger Subsidiary One").

WHEREAS, Parent, New Charter and Merger Subsidiary One are concurrently entering into the Mergers Agreement with Time Warner Cable Inc., a Delaware corporation (the "Company"), Nina Company II, LLC, a Delaware limited liability and a wholly owned direct subsidiary of New Charter ("Merger Subsidiary Two"), and Nina Company III, LLC, a Delaware limited liability and a wholly owned direct subsidiary of Nina Company II, LLC ("Merger Subsidiary Three"), pursuant to which, among other things, (i) New Charter will convert to a Delaware corporation, (ii) following the Exchange contemplated by this Agreement, Merger Subsidiary One will merge with and into the Company, with the Company continuing as the surviving corporation, (iii) the Company Surviving Corporation will merge with and into Merger Subsidiary Two, with Merger Subsidiary Two continuing as the surviving company, and (iv) Parent will merge with and into Merger Subsidiary Three, with Merger Subsidiary Three continuing as the surviving company.

WHEREAS, each of Liberty Broadband and Liberty Interactive Beneficially Owns outstanding shares of Company Stock (such shares owned by Liberty Broadband and Liberty Interactive, the "LBC TWC Shares" and "LIC TWC Shares," respectively, and together, the "Liberty TWC Shares") and upon completion of the Exchange is expected to Beneficially Own shares of Merger Subsidiary One Common Stock (such shares received by Liberty Broadband and Liberty Interactive in the Exchange, the "LBC Exchange Shares" and the "LIC Exchange Shares," respectively, and together, the "Exchange Shares").

WHEREAS, Liberty TWC Shares not subject to the Exchange shall be treated in the same manner as all other outstanding shares of Company Stock are treated pursuant to the Mergers Agreement.

WHEREAS, as a result of transactions contemplated by the Mergers Agreement, the Exchange Shares will be converted into an equal number of shares of Company Surviving Corporation Stock (the "Liberty Company Surviving Corporation Shares") at the First Company Merger Effective Time, and the Liberty Company Surviving Corporation Shares shall be converted into an equal number of shares of New Charter Common Stock at the Second Company Merger Effective Time, such that there is an effective exchange rate resulting in one share of New Charter Common Stock for each Liberty TWC Share so exchanged in the Exchange.

WHEREAS, terms used but not defined herein have the meanings ascribed to them in the Mergers Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, each of the parties hereby agree as follows:

1. CERTAIN DEFINITIONS.

As used in this Agreement and the schedules hereto, the following terms have the respective meanings set forth below.

"Beneficial Owner" and "Beneficial Ownership" and words of similar import have the meaning assigned to such terms in Rule 13d-3 and Rule 13d-5 promulgated under the Exchange Act, and a Person's Beneficial Ownership of securities shall be calculated in accordance with the provisions of such Rules. For purposes of this Agreement, (i) shares of common stock issuable upon exercise of any convertible security will not be deemed Beneficially Owned until such shares are issued and outstanding following the exercise, conversion or exchange of such convertible security and (ii) neither Liberty Broadband nor Liberty Interactive will be deemed to have Beneficial Ownership of any Equity Security Beneficially Owned by the other.

"Equity Security" means (i) any common stock, preferred stock or other capital stock, (ii) any securities convertible into or exchangeable for common stock, preferred stock or other capital stock or (iii) any subscriptions, options, rights, warrants, calls, convertible or exchangeable securities (or any similar securities) or agreements of any character to acquire common stock, preferred stock or other capital stock.

"Exchange Time" means the time immediately preceding the First Company Merger Effective Time.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"LBC Allocated Shares" means the number of shares of Company Stock allocated to Liberty Broadband pursuant to a Reallocation Election.

"LBC Excess Shares" means the number of LBC TWC Shares that exceeds the LBC TWC Share Range.

"LBC Exchangeable TWC Shares" means the LBC TWC Shares other than the LBC Excess Shares.

"LBC TWC Share Range" means a number of LBC TWC Shares greater than or equal to the number of LBC Current TWC Shares but less than or equal to 110% of the number of LBC Current TWC Shares, subject to reduction, on a one-for-one basis, by the number of LIC Allocated Shares in the event of an applicable Reallocation Election.

"LIC Allocated Shares" means the number of shares of Company Stock allocated to Liberty Interactive pursuant to a Reallocation Election.

"LIC Excess Shares" means the number of LIC TWC Shares that exceeds the LIC TWC Share Range.

"LIC Exchangeable TWC Shares" means the LIC TWC Shares other than the LIC Excess Shares.

"LIC TWC Share Range" means a number of LIC TWC Shares greater than or equal to the number of LIC Current TWC Shares but less than or equal to 110% of the number of LIC Current TWC Shares, subject to reduction, on a one-for-one basis, by the number of LBC Allocated Shares in the event of an applicable Reallocation Election.

"Mergers Agreement" means the Agreement and Plan of Mergers, dated as of May 23, 2015, among TWC, Parent, New Charter, Merger Subsidiary One, Merger Subsidiary Two and Merger Subsidiary Three.

"Merger Subsidiary One Common Stock" means the common stock of Merger Subsidiary One.

"Reallocation Election" means, to the extent that Liberty Broadband or Liberty Interactive, determine to acquire a number of shares of Company Stock in excess of the LBC Current TWC Shares or the LIC Current TWC Shares, as the case may be, prior to the Exchange Time, either party may elect to reduce the total number of shares of Company Stock it may exchange hereunder to allow the other party to exchange such additional shares of Company Stock so acquired; *provided*, that in no event shall a Reallocation Election result in a number of shares of Company Stock exchangeable hereunder exceeding 110% of the sum of the total number of LBC Current TWC Shares and LIC Current TWC Shares.

2. EXCHANGE OF LBC EXCHANGEABLE TWC SHARES AND LIC EXCHANGEABLE TWC SHARES AND RELATED MATTERS

(a) Exchange.

(i) At the Exchange Time, (i) Liberty Broadband shall assign, transfer, convey and deliver to Merger Subsidiary One, and Merger Subsidiary One shall accept and acquire from Liberty Broadband, all LBC Exchangeable TWC Shares Beneficially Owned by Liberty Broadband (free and clear of all Liens, other than those created by Merger Subsidiary One or arising under federal securities laws), and (ii) Merger Subsidiary One shall issue and deliver to Liberty Broadband, and Liberty Broadband shall accept and acquire from Merger Subsidiary One, for each such LBC Exchangeable TWC Share assigned, transferred, conveyed and delivered to Merger Subsidiary One, one LBC Exchange Share (free and clear of all Liens, other than those created by Liberty Broadband or arising under federal securities laws) (the "LBC Exchange").

(ii) At the Exchange Time, (i) Liberty Interactive shall assign, transfer, convey and deliver to Merger Subsidiary One, and Merger Subsidiary One shall accept and acquire from Liberty Interactive, all LIC Exchangeable TWC Shares Beneficially Owned by Liberty Interactive (free and clear of all Liens, other than those created by Merger Subsidiary One or arising under federal securities laws), and (ii) Merger

Subsidiary One shall issue and deliver to Liberty Interactive, and Liberty Interactive shall accept and acquire from Merger Subsidiary One, for each such LIC Exchangeable TWC Share assigned, transferred, conveyed and delivered to Merger Subsidiary One, one LIC Exchange Share (free and clear of all Liens, other than those created by Liberty Interactive or arising under federal securities laws) (together with the LBC Exchange, the "Exchange").

(iii) All LBC Excess Shares and all LIC Excess Shares shall be treated in the same manner as all other outstanding shares of Company Stock are treated pursuant to the Mergers Agreement (other than those subject to the Exchange).

(b) Exchange of Shares. To effect the Exchange at the Exchange Time, the exchange of evidence of shares in book-entry form representing LBC Exchangeable TWC Shares and LIC Exchangeable TWC Shares Beneficially Owned by Liberty Broadband and Liberty Interactive, respectively, for evidence of shares in book-entry form representing the LBC Exchange Shares and the LIC Exchange Shares, respectively, and the related actions thereto, shall be completed by the Exchange Agent (as if immediately prior to the First Company Merger Effective Time) in accordance with the Mergers Agreement. The parties acknowledge and agree that, following the completion of the transactions contemplated by the Mergers Agreement, the New Charter Common Stock to be received for the Exchange Shares will be held through The Depository Trust Company and the applicable brokerage accounts designated in writing by Liberty Broadband and Liberty Interactive.

3. REPRESENTATIONS AND WARRANTIES OF LIBERTY BROADBAND AND LIBERTY INTERACTIVE.

Each of Liberty Broadband and Liberty Interactive hereby represents and warrants as to itself that:

(a) Authority for this Agreement. The execution and delivery of this Agreement by or on behalf of such party and the consummation by such party of the transactions contemplated hereby (i) will not violate any order, writ, injunction, decree, statute, rule, regulation or law applicable to such party, (ii) will not violate or constitute a breach or default under any material agreement by which such party may be bound, and (iii) except as set forth on Schedule 3(a), will not require the consent of or any notice to or other filing with any third party, including any Governmental Authority. Such party has all requisite capacity, power and authority to enter into and perform this Agreement. This Agreement has been duly and validly executed and delivered by such party and, assuming it has been duly and validly authorized, executed and delivered by the other parties hereto, this Agreement constitutes a legal, valid and binding agreement of such party, enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws relating to or affecting enforcement of creditors' rights generally, and general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

(b) Ownership of Shares. As of the date hereof and at the time of the Exchange, Liberty Broadband will be the Beneficial Owner of the LBC Exchangeable TWC Shares and

Liberty Interactive will be the Beneficial Owner of the LIC Exchangeable TWC Shares, in each case, free and clear of all Liens (except for those created by Liberty Broadband or Liberty Interactive, as the case may be) and any restrictions on transfer under applicable federal and state securities laws. As of the date hereof, Liberty Broadband is the Beneficial Owner of 2,364,956 shares of Company Stock ("LBC Current TWC Shares") and Liberty Interactive is the Beneficial Owner of 5,358,401 shares of Company Stock ("LIC Current TWC Shares"). Except as set forth on Schedule 3(b)-1, there are no outstanding options, warrants or rights to purchase or acquire any shares of Liberty TWC Shares. Liberty Broadband has the sole power of disposition with respect to its LBC Exchangeable TWC Shares and Liberty Interactive has the sole power of disposition with respect to its LIC Exchangeable TWC Shares, in each case, with no restrictions (other than any restrictions on transfer under applicable federal and state securities laws and as indicated on Schedule 3(b)-2). Except for the LBC Exchangeable TWC Shares and the LBC Excess Shares, on the one hand, and the LIC Exchangeable TWC Shares and the LIC Excess Shares, on the other hand, as of the date hereof, neither Liberty Broadband nor Liberty Interactive, respectively, Beneficially Owns or owns of record (i) any other shares of Company Stock, (ii) any shares of Merger Subsidiary One Common Stock or (iii) any securities that are convertible into or exercisable or exchangeable for Company Stock.

4. REPRESENTATIONS AND WARRANTIES OF PARENT, NEW CHARTER AND MERGER SUBSIDIARY ONE.

(a) Each of Parent, New Charter and Merger Subsidiary One represents and warrants that each of Parent, New Charter and Merger Subsidiary One is a corporation or limited liability company, in the case of New Charter, duly organized, validly existing and in good standing under the laws of the State of Delaware and has all necessary corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Parent, New Charter and Merger Subsidiary One and the consummation by Parent, New Charter and Merger Subsidiary One of the transactions contemplated hereby (i) will not violate any order, writ, injunction, decree, statute, rule, regulation or law applicable to Parent, New Charter or Merger Subsidiary One, (ii) will not violate or constitute a breach or default under any material agreement by which Parent, New Charter or Merger Subsidiary One may be bound, (iii) except as set forth on Schedule 4(a), will not require the consent of or any notice or other filing with any third party, including any Governmental Authority, and (iv) have been duly and validly authorized, and no other proceedings on the part of Parent, New Charter or Merger Subsidiary One (other than the Parent Stockholder Approval) are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Parent, New Charter and Merger Subsidiary One and, assuming it has been duly and validly authorized, executed and delivered by Liberty Broadband and Liberty Interactive, constitutes a legal, valid and binding obligation of Parent, New Charter and Merger Subsidiary One enforceable against Parent, New Charter and Merger Subsidiary One, respectively, in accordance with

its terms, except to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws relating to or affecting enforcement of creditors' rights generally, and general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

(b) Merger Subsidiary One represents and warrants that it has a sufficient number of shares of Merger Subsidiary One Common Stock authorized and reserved for issuance to effect the issuance of the Exchange Shares pursuant to the Exchange.

(c) Since the date of its incorporation, Merger Subsidiary One has not engaged in any activities other than in connection with or as contemplated by the Mergers Agreement or this Agreement. Immediately prior to the Exchange, Merger Subsidiary One shall have no shares of capital stock or securities outstanding, no liabilities and no assets other than, in each case, pursuant to the Mergers Agreement and this Agreement and the transactions contemplated thereby and hereby.

5. COVENANTS.

(a) In the event that any issuance of shares pursuant to this Agreement would violate any rules or regulations of any governmental or regulatory agency having jurisdiction or any other material law, rule, regulation, order, judgment or decree applicable to the parties hereto (including any of the parties respective Subsidiaries or any of the parties' respective properties and assets), then each party hereto hereby agrees (i) to cooperate with and assist the other in filing such applications and giving such notices, (ii) to use their respective reasonable best efforts to obtain, and to assist the other in obtaining, such consents, approvals and waivers, and (iii) to take such other actions, including supplying all information necessary for any filing, as any affected party may reasonably request, all as and to the extent necessary or advisable so that the consummation of such sale will not constitute or result in such a violation.

(b) Each party hereto hereby further agrees that it shall not take any action or enter into any agreement restricting or limiting in any material respect its ability to timely and fully to perform all of its material obligations under this Agreement.

(c) The Boards of Directors of Parent and New Charter shall take such action as is necessary to cause the exemption of the acquisition of the LBC Exchange Shares (and the New Charter Common Stock to be received therefor) by Liberty Broadband and the LIC Exchange Shares (and the New Charter Common Stock to be received therefor) by Liberty Interactive from the liability provisions of Section 16(b) of the Exchange Act pursuant to Rule 16b-3 promulgated under the Exchange Act or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such rule.

(d) Parent, New Charter and Merger Subsidiary One each covenant and agree not to amend, waive or modify, in any material respect, (i) any provision of the Mergers Agreement (A) that is reasonably likely to result in a reduction to the number of Liberty Company Surviving Corporation Shares into which the Exchange Shares shall be converted, or to the number of shares of New Charter Common Stock into which such Liberty Company Surviving Corporation Shares shall be converted, under the terms of the Mergers Agreement, or (B) that is reasonably likely to affect the Intended Tax Treatment, or (ii) Section 9.02(b) of the Mergers Agreement, in each case, without the prior written consent of Liberty Broadband and Liberty Interactive.

(e) Liberty Broadband shall ensure that it is the Beneficial Owner of a number of LBC Exchangeable TWC Shares immediately prior to the Exchange equal to no less than 99% of

the number of LBC Current TWC Shares, and Liberty Interactive shall ensure that it is the Beneficial Owner of a number of LIC Exchangeable TWC Shares immediately prior to the Exchange equal to no less than 99% of the number of LIC Current TWC Shares.

6. CONDITIONS TO THE EXCHANGE.

The obligations of the parties to complete the transactions contemplated under this Agreement are conditioned upon the each conditionset forth in Sections 9.01, 9.02 and 9.03 of the Mergers Agreement being satisfied, waived (subject to Section 5(d)) or capable of being satisfied concurrently with the closing of the Mergers Agreement.

7. TERM; TERMINATION.

This Agreement shall terminate automatically, without further action of the parties hereto if the Mergers Agreement is terminated in accordance with its terms prior to the Closing. This Agreement shall be terminable by Liberty Broadband and Liberty Interactive, on the one hand, or Parent, New Charter and Merger Sub, on the other hand, upon a material breach of any representation or warranty or material failure to perform any covenant or agreement on the part of the other set forth in this Agreement shall have occurred (for the avoidance of doubt, a breach of the covenant set forth in Section 5(d) shall be deemed to be material).

8. MISCELLANEOUS.

(a) Remedies. The parties hereto agree that irreparable damage would occur in the event any of the provisions of this Agreement were not to be performed in accordance with the terms hereof and that the parties shall be entitled, and each party hereby consents, to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms hereof, without bonds or other security being required, in addition to any other remedies at law or in equity. In the event that a party institutes any suit or action under this Agreement, including for specific performance or injunctive relief pursuant to this Section 8(a), the prevailing party in such proceeding shall be entitled to receive the costs incurred thereby in conducting the suit or action, including reasonable attorneys' fees and expenses.

(b) Further Assurances. Each party shall cooperate and take such actions as may be reasonably requested by another party in order to carry out the provisions and purposes of this Agreement and the transactions contemplated hereby.

(c) Expenses. Except as otherwise expressly provided in this Agreement, all costs and expenses incurred in connection with the transactions contemplated by this Agreement shall be paid by the party incurring such costs and expenses.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

(e) Jurisdiction. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in the Court of Chancery of the State of Delaware, or, if the Court of Chancery lacks subject matter jurisdiction, in any federal court sitting in the State of Delaware, and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of

such courts (and, in the case of appeals, appropriate appellate courts there from) in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. The consents to jurisdiction set forth in this paragraph shall not constitute general consents to service of process in the State of Delaware and shall have no effect for any purpose except as provided in this paragraph and shall not be deemed to confer rights on any Person other than the parties hereto. The parties hereto agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

(f) Assignment; Successors. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or delegated in whole or in part, by operation of Law, or otherwise, by any of the parties without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns. Any purported assignment or delegation not permitted under this Section 8(f) shall be null and void and shall not relieve the assigning or delegating party of any obligation hereunder. Notwithstanding the foregoing, each of Liberty Broadband and Liberty Interactive shall be entitled to assign this Agreement and any of its rights and obligations hereunder to any of its subsidiaries, provided, that the applicable assignor shall nevertheless remain liable for its obligations under this Agreement notwithstanding any such transfer or assignment.

(g) Descriptive Headings. Headings of Sections and subsections of this Agreement are for convenience of the parties only, and shall be given no substantive or interpretive effect whatsoever.

(h) Entire Agreement; No Third-Party Beneficiaries. This Agreement and the Mergers Agreement constitute the entire agreement, and supersede all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof and thereof. Nothing in this Agreement shall be construed as giving any person, other than the parties hereto and their respective heirs, successors, legal representatives and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

(i) Notices. All notices, requests and other communications to any party hereunder shall be in writing and shall be deemed given if delivered personally, facsimiled (which is confirmed), sent by overnight courier (providing proof of delivery) or by electronic mail (but only if followed by transmittal of a copy thereof by (x) national overnight courier or (y) hand delivery with receipt, in each case, for delivery by the second (2nd) Business Day following such electronic mail) to the parties at the following addresses:

If to Parent, New Charter or Merger Subsidiary One, to:

Charter Communications, Inc.
400 Atlantic Street
Stamford, CT 06901
Attention: Richard R. Dykhouse
Facsimile:
E-mail:

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attention: Steven A. Cohen, Esq.
Facsimile: (212) 403-2000
Email: SACohen@wlrk.com

If to Liberty Broadband, to:

Liberty Broadband Corporation
12300 Liberty Boulevard
Englewood, CO 80112
Attention: Richard N. Baer
Facsimile:
Email:

with a copy (which shall not constitute notice) to:

Baker Botts L.L.P.
30 Rockefeller Plaza
New York, NY 10112
Attention: Frederick H. McGrath, Esq.
Renee L. Wilm, Esq.
Facsimile: (212) 259-2500
E-mail: frederick.mcgrath@bakerbotts.com
renee.wilm@bakerbotts.com

If to Liberty Interactive, to:

Liberty Interactive Corporation
12300 Liberty Boulevard
Englewood, CO 80112
Attention: Richard N. Baer
Facsimile:
Email:

with a copy (which shall not constitute notice) to:

Baker Botts L.L.P.
30 Rockefeller Plaza
New York, NY 10112
Attention: Frederick H. McGrath, Esq.
Renee L. Wilm, Esq.
Facsimile: (212) 259-2500
E-mail: frederick.mcgrath@bakerbotts.com
renee.wilm@bakerbotts.com

or such other address, facsimile number or electronic mail address as such party may hereafter specify by like notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5 P.M. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

(j) Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

(k) Amendments and Waivers. Subject to Section 8(i) hereof, the provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers of or consents to departures from the provisions hereof may not be given, unless such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement or, in the case of a waiver, by each party against whom the waiver is to be effective.

(l) No Implied Waivers. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained herein or made pursuant hereto. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach and no failure by any party to exercise any right or privilege hereunder shall be deemed a waiver of such party's rights or privileges hereunder or shall be deemed a waiver of such party's rights to exercise the same at any subsequent time or times hereunder.

(m) Interpretation. When a reference is made in this Agreement to a Section or Schedule, such reference shall be to a Section of, or a Schedule to, this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this

Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(n) Counterparts. This Agreement may be executed in counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement) and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has executed this agreement as of the date first above written.

LIBERTY BROADBAND CORPORATION

By: /s/ Richard N. Baer
Name: Richard N. Baer
Title: Senior Vice President

LIBERTY INTERACTIVE CORPORATION

By: /s/ Richard N. Baer
Name: Richard N. Baer
Title: Senior Vice President

CHARTER COMMUNICATIONS, INC.

By: /s/ Richard R. Dykhouse
Name: Richard R. Dykhouse
Title: Executive Vice President, General

Counsel and Corporate Secretary

CCH I, LLC

By: /s/ Richard R. Dykhouse
Name: Richard R. Dykhouse
Title: Executive Vice President, General Counsel and Corporate Secretary

NINA CORPORATION I, INC.

By: /s/ Richard R. Dykhouse
Name: Richard R. Dykhouse
Title: Executive Vice President, General Counsel and Corporate Secretary

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List of Omitted Exhibits and Schedules

The following schedules to the Contribution Agreement, dated May 23, 2015, by and among Liberty Broadband Corporation, Liberty Interactive Corporation, Charter Communications, Inc., CCH I, LLC and Nina Corporation I, Inc. have not been provided herein:

Schedules

Schedule 3(a)
Schedule 3(b)-1
Schedule 3(b)-2
Schedule 4(a)

The registrant hereby undertakes to furnish supplementally a copy of any omitted schedule to the Securities and Exchange Commission upon request.

PROXY AND RIGHT OF FIRST REFUSAL AGREEMENT

This Proxy and Right of First Refusal Agreement, dated as of May 23, 2015 (this "Agreement"), is by and between Liberty Broadband Corporation, a Delaware corporation ("Liberty"), and Liberty Interactive Corporation, a Delaware corporation ("LIC"). For purposes of this Agreement, capitalized terms used and not defined herein shall have the respective meanings ascribed to such terms in the Amended and Restated Stockholders Agreement, dated as of May 23, 2015 (the "Stockholders Agreement"), by and among Liberty, Advance/Newhouse Partnership, a New York partnership ("A/N"), Charter Communications, Inc., a Delaware corporation ("Charter"), and CCH I, LLC, a Delaware limited liability company ("New Charter"), as such Stockholders Agreement is in effect on the date of execution thereof and without giving effect to any amendments or modifications thereto unless such amendment or modification (i) has been consented to by LIC or (ii) does not amend or modify the defined term being incorporated herein in a manner which is adverse to LIC.

WHEREAS, pursuant to the Contribution Agreement, dated May 23, 2015 (the "Contribution Agreement"), by and among Liberty, LIC, Charter, and certain affiliates of Charter, Liberty and LIC will exchange (the "Exchange") certain shares of Time Warner Cable, Inc. common stock owned by each of them (the "TWC Shares") for shares of a merger subsidiary and ultimately for shares of New Charter (the "Exchange Shares"), and as a result of the Exchange the TWC Shares will not be required to make any cash election in connection with the Mergers;

WHEREAS, in connection with the transactions contemplated by the Mergers Agreement, LIC has agreed to grant to Liberty a proxy to vote all Common Shares Beneficially Owned by LIC and a right of first refusal with respect to LIC's proposed Transfer of Common Shares under certain circumstances, all as provided herein; and

WHEREAS, Liberty and LIC are entering into this Agreement in order to set forth the terms and conditions of such proxy and right of first refusal and the other matters provided herein.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. CERTAIN DEFINITIONS.

As used in this Agreement, the following terms have the respective meanings set forth below.

"40 Act" means the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

"40 Act Event" means any action, event, change in Law, change in composition of assets or other occurrence which in the reasonable opinion of Liberty's outside counsel results or will result in Liberty becoming required to register as an investment company under the 40 Act; provided, that in making such determination any potential grace period between the date

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that Liberty determines that it is required to register as an investment company under the 40 Act (or the date the applicable Governmental Entity makes such a determination with respect to Liberty) and the date such registration is required to become effective under the 40 Act shall be disregarded.

"A/N" has the meaning set forth in the Preamble.

"Board" means the Board of Directors of Charter.

"Business Day" means a day, other than a Saturday or Sunday, on which commercial banks in New York City are open for the general transaction of business.

"Certificate" means the Amended and Restated Certificate of Incorporation of Charter, as in effect at the Effective Time (as the same may be amended from time to time).

A "Change of Control" means,

(i) with respect to Charter, the occurrence of an event described in clause (a) of Company Change of Control; and

(ii) with respect to Liberty, a Liberty Change of Control.

"Charter" has the meaning set forth in the Preamble,provided that Charter means (a) until immediately prior to the closing of the TWC Transactions, Charter, and (b) from and thereafter, New Charter, unless the context otherwise requires.

"Class A Common Stock" means the Class A Common Stock, par value $0.001 per share, of Charter as it will be constituted immediately following the Effective Time, and any capital stock into which such Class A Common Stock may thereafter be changed (whether as a result of a recapitalization, reorganization, merger, consolidation, share exchange or other transaction or event).

"Class B Common Stock" means the Class B Common Stock of Charter as it will be constituted immediately following the Effective Time, and any capital stock into which such Class B Common Stock may thereafter be changed (whether as a result of a recapitalization, reorganization, merger, consolidation, share exchange or other transaction or event, other than any conversion of shares of Class B Common Stock into Class A Common Stock pursuant to the Certificate).

"Common Shares" means, collectively, the Class A Common Stock and the Class B Common Stock.

"Contribution Agreement" has the meaning set forth in the Recitals.

"Covered Securities" has the meaning set forth inSection 3(a).

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

"Effective Time" means the time of the closing of the transactions contemplated by the Mergers Agreement.

"Excluded Matters" has the meaning set forth in clauses (a), (b) (other than with respect to Cheetah Holdco LLC) and (c) (other than with respect to Cheetah Holdco LLC) of the definition of "Excluded Matters" set forth in the Stockholders Agreement.

"Expiration Date" has the meaning set forth in Section 6(i).

"LIC Distribution Transaction" involving any person that Beneficially Owns all or substantially all of the Common Shares owned by LIC or a Permitted Transferee immediately prior to a LIC Distribution Transaction means any transaction pursuant to which the equity interests of (a) such person or (b) any person that directly or indirectly owns a majority of the equity interests of such person are distributed (whether by redemption, dividend, share distribution, merger or otherwise) to all the holders of one or more classes or series of the common stock of LIC which classes or series of common stock are registered under Section 12(b) or 12(g) of the Exchange Act (all the holders of one or more such classes or series, "LIC Holders"), on a pro rata basis with respect to each such class or series, or such equity interests of such person are made available to be acquired by LIC Holders (including through any rights offering, exchange offer, exercise of subscription rights or other offer made available to LIC Holders), on a pro rata basis with respect to each such class or series, whether voluntary or involuntary.

"LIC Qualified Distribution Transferee" means any person that meets the following conditions: (a) at the time of any transfer to it of Common Shares, it is an Affiliate of LIC, (b) thereafter, by reason of a LIC Distribution Transaction, it ceases to be an Affiliate of LIC, and (c) prior to such transfer, it executes and delivers to Liberty a written agreement reasonably satisfactory to Liberty to be bound by, and entitled to the benefits of, this Agreement.

"Liens" has the meaning set forth in Section 4(a)(ii).

"Liberty Elected Shares" has the meaning set forth in Section 3(b)(ii).

"Liberty Notice" has the meaning set forth in Section 3(b)(ii).

"Permitted Transferee" means any Affiliate of LIC (i) to whom Common Shares are Transferred and (ii) who executes an agreement, reasonably acceptable to Liberty, pursuant to which such transferee agrees to be bound by, and entitled to the benefits of, this Agreement.

"Prospective Purchaser" has the meaning set forth in Section 3(b)(i).

"Proxy" has the meaning set forth in Section 2(a)(ii).

"Proxy Percentage" means, as of any date of determination, the percentage of the outstanding voting power of Charter represented by the Proxy Shares; provided, however, if, after giving effect to the Proxy and to any other proxy or voting arrangement permitting Liberty to vote Common Shares held by any other Person ("Other Voting Arrangement"), and after giving effect to any vote reduction or similar provisions contained in any Other Voting Arrangements, the Voting Interest of Liberty would exceed its Voting Cap, then the number of

Proxy Shares will be reduced temporarily by such amount as is necessary to cause Liberty's Voting Interest to not exceed its Voting Cap; provided, further, that if Liberty's Voting Interest is subsequently reduced below its Voting Cap, then the number of Proxy Shares will be increased (to the extent of Common Shares Beneficially Owned by LIC) and such Common Shares will become subject to the Proxy, to the extent Liberty's Voting Interest does not exceed its Voting Cap.

"Proxy Shares" means the Common Shares beneficially owned by LIC to the extent that Liberty has the right to vote such shares pursuant to this Agreement.

"Record Date" means the date for the determination of stockholders entitled to receive notice of, and to vote at, any meeting of the stockholders of Charter, or in any other circumstances upon which stockholders are entitled to vote, consent or otherwise grant approval (including by written consent) occurs.

"ROFR" has the meaning set forth in Section 3(a).

"ROFR Notice" has the meaning set forth in Section 3(b)(i).

"Stockholders Agreement" has the meaning set forth in the Preamble.

"Subject Shares" has the meaning set forth in Section 3(b)(i).

"Trading Day" means any day on which The Nasdaq Stock Market is open for regular trading of the Common Shares.

"Transfer" means any direct or indirect sale, transfer, assignment, disposition or other hypothecation (other than any pledge or the entry into any derivative transaction regarding Common Shares which, prior to the foreclosure thereon or settlement thereof does not affect the actual ownership of such Common Shares; provided, that such underlying Common Shares will be deemed transferred upon any such foreclosure or settlement) of Common Shares; provided, however, that if any Permitted Transferee ceases to be a subsidiary of LIC (other than as a result of a Distribution Transaction in which such Permitted Transferee is a Qualified Distribution Transferee), such Person shall cease to be a Permitted Transferee and the cessation of such qualification shall constitute a Transfer to a Person other than a Permitted Transferee for purposes of Section 3.

"Transferor" has the meaning set forth in Section 3(b).

"VWAP" means, for any Trading Day, a price per share of Class A Common Stock equal to the volume-weighted average price of the Rule 10b-18 eligible trades in the shares of Class A Common Stock for the entirety of such Trading Day as determined by reference to the screen entitled "CHTR <EQUITY> AQR SEC" as reported by Bloomberg L.P. (without regard to pre-open or after hours trading outside of any regular trading session for such Trading Day).

"VWAP Price" has the meaning set forth in Section 3(b)(i).

2. PROXY AND OTHER GOVERNANCE MATTERS.

(a) Irrevocable Proxy Granted to Liberty.

(i) LIC hereby irrevocably constitutes and appoints Liberty and any officer(s) or directors of Liberty designated as proxy or proxies by Liberty as its attorney-in-fact and proxy in accordance with the DGCL (with full power of substitution and re-substitution), for and in the name, place and stead of LIC (which, for

the avoidance of doubt, includes any Permitted Transferee), to vote all Proxy Shares (at any meeting of stockholders of Charter however called or at any adjournment or postponement thereof), which will be deemed, for all purposes of this Agreement, to include the right to execute and deliver a written consent in respect of such Proxy Shares from time to time.

(ii) The proxy granted pursuant to clause (i) (the "Proxy") above is valid and irrevocable and is coupled with an interest for purposes of Section 212 of the DGCL and will terminate automatically pursuant to Section 6. The Proxy will be binding upon LIC, its successors and assigns (including, for the avoidance of doubt, any Permitted Transferee which acquires Beneficial Ownership of Common Shares), including any successor or surviving corporation resulting from any merger, consolidation or other business combination involving LIC. LIC represents that any and all other proxies heretofore given in respect of the Proxy Shares are revocable, and that such other proxies either have been revoked or are hereby revoked.

(iii) Notwithstanding the foregoing, the Proxy shall not apply (and Liberty will have no right to vote the Proxy Shares) in connection with any vote on (or consent to approve) any matter that is an Excluded Matter. For the avoidance of doubt, to the extent that more than one proposal is presented to stockholders of Charter for their consideration at a meeting (or through an action by written consent), Liberty will continue to have the right to vote the Proxy Shares on all proposals other than those relating to the Excluded Matters. Any attempt by Liberty to vote the Proxy Shares on any Excluded Matter shall be *void ab initio*.

(b) Notwithstanding anything to the contrary set forth herein, the Proxy is personal to Liberty and may not be assigned by Liberty by operation of law or otherwise; provided, that (i) Liberty may assign the Proxy and its rights pursuant toSection 7(f) and (ii) the exercise of the Proxy by any duly authorized officer of Liberty (on behalf of Liberty) will not be deemed an assignment of the Proxy.

(c) LIC Covenant.

(i) During the term of this Agreement, LIC agrees that it will not vote in favor of the approval of any amendment to Charter's Certificate that would (i) reasonably be expected to result in a 40 Act Event occurring or (ii) prevent LIC from performing its obligations hereunder with respect to the Proxy.

(ii) In the event of a change in Law that would reasonably be expected to result in a 40 Act Event occurring during the term of this Agreement, LIC will in good faith consider any amendments to the terms of the LIC Proxy as proposed by Liberty to

prevent the occurrence of such 40 Act Event.

3. RIGHT OF FIRST REFUSAL.

(a) Grant.

(i) Subject to and on the terms and conditions set forth in this Agreement, LIC hereby grants to Liberty a right of first refusal (the "ROFR"), as provided in Section 3(b) of this Agreement, over all Common Shares Beneficially Owned by LIC immediately following the Effective Time and all other voting securities of Charter with respect to which LIC acquires Beneficial Ownership following the Effective Time (the "Covered Securities") and makes the covenants for the benefit of Liberty set forth herein. Notwithstanding the foregoing, (x) Liberty shall not have a ROFR with respect to any Transfer of Covered Securities in any transaction or series of transactions constituting a Change of Control of Charter, (y) Liberty shall not be entitled to acquire a number of Covered Securities under this Section 3 which when combined with Voting Securities of Charter Beneficially Owned by Liberty would cause Liberty to exceed the Capprovided, that Liberty shall be entitled to purchase up to that number of Covered Securities which would cause Liberty not to exceed the Acquisition Cap and (z) Liberty shall not have a ROFR with respect to any Transfer of Covered Securities (A) to any holder of a convertible or exchangeable instrument issued by LIC or (B) to a LIC Qualified Distribution Transferee in a LIC Distribution Transaction.

(ii) Notwithstanding the foregoing, LIC may Transfer Equity Securities comprising any Covered Securities at any time during the term of this Agreement to Permitted Transferees, and Permitted Transferees may thereafter Transfer any such Covered Securities to other Permitted Transferees, provided that any Permitted Transferee shall, prior to taking ownership of such Covered Securities, execute and deliver to Liberty the agreement, reasonably acceptable to Liberty, in which such Permitted Transferee agrees to be bound to the terms of this Agreement (including the Proxy) with respect to such Covered Securities. Any purported Transfer to a Permitted Transferee in violation of the foregoing sentence shall be *void ab initio*.

(b) Terms and Procedures. During the term of this Agreement, LIC (including any Permitted Transferee) (as applicable, the "Transferor") shall not Transfer any Covered Securities, except to a Permitted Transferee (subject to Section 3(a)(ii)), unless it shall first comply with the following provisions.

(i) If a Transferor determines to Transfer any Covered Securities in a *bona fide* transaction to a third party purchaser or offeror, in each case, that is not a Permitted Transferee (a "Prospective Purchaser"), the Transferor will provide written notice of such determination to Liberty (a "ROFR Notice"). For the avoidance of doubt, a Transferor may provide a ROFR Notice to Liberty upon its intention to sell Covered Securities to Liberty notwithstanding the absence of a Prospective Purchaser. Such ROFR Notice will specify (A) the number and type of Common Shares determined to be Transferred (the "Subject Shares"), and (B) the VWAP of the Class A Common Stock (or other security which is then a Subject Share) for the two (2) full Trading Days immediately prior to the

date of the ROFR Notice (the "VWAP Price"). The ROFR Notice will constitute a binding, irrevocable offer by the Transferor to sell any or all Subject Shares to Liberty at the VWAP Price per Subject Share.

(ii) Within three (3) Trading Days following Liberty's receipt of the ROFR Notice, Liberty may agree, by written notice to the Transferor (the "Liberty Notice"), to acquire the number and type of Subject Shares specified in the Liberty Notice (the "Liberty Elected Shares") at a cash price per share equal to the VWAP Price. If a Liberty Notice meeting the requirements specified above is not delivered within such three Trading Day period, then Liberty will be deemed to have rejected the offer of the Subject Shares. For the avoidance of doubt, during such three Trading Day period, the Transferor may not effect the proposed Transfer to a Prospective Purchaser (unless prior to the expiration thereof, Liberty provides written notice to the Transferor that it is expressly rejecting the offer of the Subject Shares).

(iii) Upon delivery of a Liberty Notice meeting the requirements specified above within the specified period, the Transferor will be obligated to sell, and Liberty will be obligated to buy, all of the Liberty Elected Shares at the VWAP Price, payable in cash by wire transfer of immediately available funds. The closing of such purchase and sale shall occur at such time and place as the parties thereto may agree, but in any event no later than the tenth (10th) Business Day after the Liberty Notice is delivered. At the closing, each of the Transferor and Liberty will represent and warrant to the other that (a) it has all requisite power and authority to consummate the purchase and sale, (b) there are no consents or notices required to be obtained or delivered to third parties or Governmental Entities (including under the HSR Act) in connection with such purchase and sale, and (c) no injunction of any Governmental Entities exists that would prevent or delay such transactions from occurring, and the Transferor will represent and warrant to Liberty that the Transferor is transferring valid title to the Liberty Elected Shares free and clear of any Lien or restriction, other than applicable federal or state securities Laws or those created by this Agreement.

(iv) If Liberty rejects or is deemed to reject the offer of the Subject Shares (or a portion of such Subject Shares) set forth in the ROFR Notice, then the Transferor will be free to Transfer or otherwise sell on the market the Subject Shares which are not Liberty Elected Shares during the period of forty-five (45) calendar days following the date of the rejection or deemed rejection of the ROFR Notice, without restriction as to price or manner of sale. If the Transferor does not complete the sale of such Subject Shares within five (5) Business Days of the expiration of such forty-five-day period, the Transferor must again comply with the terms of this Section 3 with respect to any proposed Transfer of such Subject Shares.

4. REPRESENTATIONS AND WARRANTIES OF LIC; ACKNOWLEDGEMENT.

(a) LIC hereby represents and warrants to Liberty that:

(i) *Authority for this Agreement.* LIC is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all

necessary corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by LIC and the consummation by LIC of the transactions contemplated hereby (i) will not violate or constitute a breach of or conflict with its certificate of incorporation or bylaws and (ii) have been duly and validly authorized, and no other proceedings on the part of LIC are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by LIC and, assuming it has been duly and validly authorized, executed and delivered by Liberty, constitutes a legal, valid and binding obligation of LIC enforceable against LIC in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar Laws relating to or affecting enforcement of creditors' rights generally, and general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

(ii) *Ownership of Shares.* Upon the Effective Time, LIC will be the Beneficial Owner of the Common Shares (including the Proxy Shares) received pursuant to the terms of the Contribution Agreement, in each case, free and clear of all pledges, liens, proxies, claims, charges, security interests, preemptive rights, voting trusts, voting agreements, options, rights of first offer or refusal and any other encumbrances whatsoever (collectively, "Liens") with respect to the ownership, transfer or other voting of such securities, other than encumbrances created by this Agreement and any restrictions on transfer under applicable federal and state securities Laws. Upon the Effective Time, LIC will have the sole authority to direct the voting of such Common Shares in accordance with the provisions of this Agreement and the sole power of disposition with respect to such Common Shares, with no restrictions (other than restrictions created by this Agreement and any restrictions on transfer under applicable federal and state securities Laws). Except for such Common Shares, as of the Effective Time, LIC will not Beneficially Own nor own of record (i) any other equity securities of Charter or (ii) any securities that are convertible into or exercisable or exchangeable for such equity securities.

5. REPRESENTATIONS AND WARRANTIES OF LIBERTY. Liberty hereby represents and warrants to LIC that Liberty is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all necessary corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Liberty and the consummation by Liberty of the transactions contemplated hereby (i) will not violate or constitute a breach of or conflict with its certificate of incorporation or bylaws and (ii) have been duly and validly authorized by, and no other proceedings on the part of, Liberty are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Liberty and, assuming it has been duly and validly authorized, executed and delivered by LIC, constitutes a legal, valid and binding obligation of Liberty enforceable against Liberty in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar Laws relating to or affecting enforcement of

creditors' rights generally, and general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

6. TERM; TERMINATION. This Agreement will terminate upon the first to occur of:

(i) the fifth (5^{th}) anniversary of the Effective Time (the "Expiration Date"; provided that such Expiration Date may be extended upon the agreement of LIC and Liberty to a subsequent agreed upon date, in which case such subsequent date will be deemed the Expiration Date);

(ii) upon written notice by Liberty to LIC, that a 40 Act Event, as determined in the reasonable opinion of Liberty's counsel, has occurred;

(iii) upon written notice by LIC to Liberty, upon a material breach by Liberty of any of its covenants or agreements contained herein,provided that such breach shall not have been cured within ten (10) Business Days after written notice thereof shall have been received by Liberty;

(iv) a Liberty Change of Control; or

(v) upon the mutual written agreement of LIC and Liberty.

No party hereto will be relieved from any liability for breach of this Agreement by reason of such termination.

7. MISCELLANEOUS.

(a) Remedies. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Court of Chancery of the State of Delaware or any federal court sitting in the State of Delaware, without bond or other security being required, this being in addition to any other remedy to which they are entitled at law or in equity.

(b) Further Assurances. Each party shall cooperate and take such actions as may be reasonably requested by another party in order to carry out the provisions and purposes of this Agreement and the transactions contemplated hereby.

(c) Expenses. Except as otherwise expressly provided in this Agreement, all costs and expenses incurred in connection with the transactions contemplated by this Agreement shall be paid by the party incurring such costs and expenses.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware.

(e) Jurisdiction. All actions and proceedings arising out of or relating to this

Agreement shall be heard and determined in the Court of Chancery of the State of Delaware, or, if the Court of Chancery lacks subject matter jurisdiction, in any federal court sitting in the State of Delaware, and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of such courts (and, in the case of appeals, appropriate appellate courts there from) in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. The consents to jurisdiction set forth in this paragraph shall not constitute general consents to service of process in the State of Delaware and shall have no effect for any purpose except as provided in this paragraph and shall not be deemed to confer rights on any Person other than the parties hereto. The parties hereto agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

(f) Assignment; Successors. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or delegated in whole or in part, by operation of Law, or otherwise, by any of the parties without the prior written consent of the other parties; provided, that (i) Liberty may assign this Agreement to a Qualified Distribution Transferee of Liberty and (ii) LIC may assign this Agreement to a LIC Qualified Distribution Transferee. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns. Any purported assignment or delegation not permitted under this Section 7(f) shall be null and void and shall not relieve the assigning or delegating party of any obligation hereunder.

(g) Descriptive Headings. Headings of Sections and subsections of this Agreement are for convenience of the parties only, and shall be given no substantive or interpretive effect whatsoever.

(h) Entire Agreement; No Third-Party Beneficiaries. This Agreement and the Stockholders Agreement constitutes the entire agreement of the parties hereto, and supersede all other prior agreements and understandings, both written and oral, among the parties, with respect to the subject matter hereof and thereof. Nothing in this Agreement shall be construed as giving any Person, other than the parties hereto and their respective heirs, successors, legal representatives and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

(i) Notices. Any notices or other communications required or permitted under, or otherwise in connection with this Agreement, shall be in writing and shall be deemed to have been duly given (A) when delivered in person, (B) upon transmission by electronic mail or facsimile transmission as evidenced by confirmation of transmission to the sender (but only if followed by transmittal of a copy thereof by (x) national overnight courier or (y) hand delivery with receipt, in each case, for delivery by the second (2nd) Business Day following such electronic mail or facsimile transmission), (C) on receipt after dispatch by registered or certified mail, postage prepaid and addressed, or (D) on the next Business Day if transmitted by national overnight courier, in each case as set forth to the parties as set forth below:

If to LIC, to:

Liberty Interactive Corporation
12300 Liberty Boulevard
Englewood, CO 80112
Facsimile: (720) 875-5401
Attention: Richard N. Baer
E-Mail:

with a copy (which shall not constitute notice) to:

Baker Botts L.L.P.
30 Rockefeller Plaza
New York, New York 10112
Facsimile: (212) 259-2500
Attention: Frederick H. McGrath
E-Mail: frederick.mcgrath@bakerbotts.com

If to Liberty, to:

Liberty Broadband Corporation
12300 Liberty Boulevard
Englewood, CO 80112
Facsimile: (720) 875-5401
Attention: Richard N. Baer
E-Mail:

with a copy (which shall not constitute notice) to:

Baker Botts L.L.P.
30 Rockefeller Plaza
New York, New York 10112
Facsimile: (212) 259-2500
Attention: Renee L. Wilm
E-Mail: renee.wilm@bakerbotts.com

or such other address, email address or facsimile number as such party may hereafter specify by like notice to the other parties hereto.

(j) Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

(k) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers of or consents to departures from the provisions hereof may not be given, unless approved in writing by Liberty and LIC.

(l) No Implied Waivers. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained herein or made pursuant hereto. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach and no failure by any party to exercise any right or privilege hereunder shall be deemed a waiver of such party's rights or privileges hereunder or shall be deemed a waiver of such party's rights to exercise the same at any subsequent time or times hereunder.

(m) Interpretation. When a reference is made in this Agreement to a Section, Exhibit or Schedule, such reference shall be to a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. When this Agreement contemplates a certain number of securities, whether Common Shares or otherwise, as of a particular date, such number of securities shall be deemed to be appropriately adjusted to account for stock splits, dividends, recapitalizations, combinations of shares or other change affecting the such securities.

(n) Counterparts. This Agreement may be executed in counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement) and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has executed this agreement as of the date first above written.

LIBERTY BROADBAND CORPORATION

By: /s/ Tim P. Lenneman
Name: Tim P. Lenneman
Title: Vice President

LIBERTY INTERACTIVE CORPORATION

By: /s/ Richard N. Baer
Name: Richard N. Baer
Title: Senior Vice President

AMENDED AND RESTATED INVESTMENT AGREEMENT

THIS AMENDED AND RESTATED INVESTMENT AGREEMENT, dated as of May 28, 2015 (this "Agreement"), is entered into by and among Liberty Broadband Corporation, a Delaware corporation (the "Company"), Liberty Interactive Corporation, a Delaware corporation ("LIC"), JANA Nirvana Master Fund, L.P., a Cayman Islands exempted company ("JANA Nirvana"), JANA Master Fund, Ltd., a Cayman Islands exempted company ("JANA Master"), and Coatue Offshore Master Fund, Ltd., a Cayman Islands exempted company ("Coatue" and together with LIC, JANA Nirvana and JANA Master, the "Purchasers") and amends and restates in its entirety that certain Investment Agreement, dated as of May 23, 2015 (the "Original Investment Agreement"), by and among the Company and the Purchasers. Certain terms used in this Agreement are used as defined in Section 11.15.

RECITALS

WHEREAS, the parties hereto have entered into the Original Investment Agreement;

WHEREAS, the parties hereto desire to amend and restate the Original Investment Agreement;

WHEREAS, subject to the terms and conditions of this Agreement, LIC desires to purchase, and the Company desires to issue and sell to LIC, shares of Company Stock, for an aggregate purchase price of $2,500,000,000 (the "LIC Initial Aggregate Purchase Price");

WHEREAS, subject to the terms and conditions of this Agreement, JANA Nirvana desires to purchase, and the Company desires to issue and sell to JANA Nirvana, shares of Company Stock, for an aggregate purchase price of $300,000,000 (the "JANA Nirvana Initial Aggregate Purchase Price");

WHEREAS, subject to the terms and conditions of this Agreement, JANA Master desires to purchase, and the Company desires to issue and sell to JANA Master, shares of Company Stock, for an aggregate purchase price of $200,000,000 (the "JANA Master Initial Aggregate Purchase Price");

WHEREAS, subject to the terms and conditions of this Agreement, Coatue desires to purchase, and the Company desires to issue and sell to Coatue, shares of Company Stock, for an aggregate purchase price of $500,000,000 (the "Coatue Initial Aggregate Purchase Price");

WHEREAS, Charter Communications, Inc., a Delaware corporation ("Charter"), has entered into an Agreement and Plan of Mergers, dated as of May 23, 2015 (the "Mergers Agreement"), with Time Warner Cable Inc., a Delaware corporation ("Target") pursuant to which (i) CCH I, LLC, a Delaware limited liability company and a wholly owned subsidiary of Charter ("New Charter"), will be converted into a Delaware corporation in accordance with Section 265 of the General Corporation Law of the State of Delaware and Section 216 of the Limited Liability Company Act of the State of Delaware, (ii) a newly formed merger subsidiary will merge with and into Target (the "First Company Merger"), with Target as the surviving corporation in the First Company Merger, (iii) immediately following the First Company Merger, Target will be merged with and into a newly formed merger subsidiary (the "Second

Company Merger"), with such merger subsidiary as the surviving company in the Second Company Merger and (iv) immediately following the consummation of the Second Company Merger, Charter shall be merged with and into a newly formed merger subsidiary and indirect wholly owned subsidiary of New Charter ("Merger Subsidiary"), with Merger Subsidiary surviving as an indirect wholly owned subsidiary of New Charter;

WHEREAS, the Company has entered into an Investment Agreement with Charter and New Charter, dated May 23, 2015 (the "Charter Investment Agreement"), pursuant to which New Charter will issue and sell to the Company, and the Company will purchase, shares of New Charter's Class A common stock, par value $0.001 per share, for a purchase price set forth in such agreement (the "New Charter Investment"); and

WHEREAS, the Board of Directors of the Company or a duly authorized committee thereof has determined that it is in the best interests of the Company and its stockholders to enter into this Agreement and consummate the transactions contemplated hereby.

AGREEMENT

NOW THEREFORE, in consideration of the premises and for the mutual promises contained in this Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound, the parties hereby agree as follows:

ARTICLE I

PURCHASE AND SALE OF PURCHASED SHARES

SECTION 1.1 Purchase and Sale of the Purchased Shares.

(a) Upon the terms and subject to the conditions set forth herein, at the Closing:

(i) LIC shall subscribe for and purchase, and the Company shall issue and sell to LIC, the LIC Purchased Shares, free and clear of any Lien (other than any restrictions created by LIC, and any restrictions on transfer arising under the Securities Act and state securities Laws);

(ii) JANA Nirvana shall subscribe for and purchase, and the Company shall issue and sell to JANA Nirvana, the JANA Nirvana Purchased Shares, free and clear of any Lien (other than any restrictions created by JANA Nirvana, and any restrictions on transfer arising under the Securities Act and state securities Laws);

(iii) JANA Master shall subscribe for and purchase, and the Company shall issue and sell to JANA Master, the JANA Master Purchased Shares, free and clear of any Lien (other than any restrictions created by JANA Master, and any restrictions on transfer arising under the Securities Act and state securities Laws); and

(iv) Coatue shall subscribe for and purchase, and the Company shall issue and sell to Coatue, the Coatue Purchased Shares, free and clear of any Lien (other than any

restrictions created by Coatue, and any restrictions on transfer arising under the Securities Act and state securities Laws).

(b) The closing of the purchase of the Purchased Shares (the "Closing") shall take place on the Closing Date after the satisfaction or, subject to applicable Law, waiver of the conditions set forth in Articles V and VI hereof (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction of those conditions), or on such other date as the Purchasers and the Company may mutually agree. The Closing shall be held at the offices of Baker Botts

L.L.P., 30 Rockefeller Plaza, New York, New York 10112, at 9:00 a.m., New York City time, on the Closing Date, or at such place and time as the Purchasers and the Company shall agree. Notwithstanding the foregoing, to the extent that any conditions to Closing set forth in Article V fail to be satisfied or waived with respect to any individual Purchaser on the Closing Date, the Closing shall occur as contemplated under this Section 1.1(b) with respect to each other Purchaser.

(c) Two (2) Business Days prior to the Closing Date, the Company shall deliver to each Purchaser a statement setting forth the wire transfer instructions for delivery of its respective portion of the Aggregate Purchase Price.

(d) At the Closing the Company shall (i) issue and deliver to each Purchaser (as provided in Section 1.1(e) below) its Purchased Shares, upon payment of its respective portion of the Aggregate Purchase Price by wire transfer of immediately available funds on the Closing Date and (ii) unless the Company has timely delivered a No-FIRPTA Notice, deliver a certificate of the Company (a "FIRPTA Certificate"), duly executed by an officer of the Company, to each Purchaser representing that it is not a United States real property holding corporation, as defined in Internal Revenue Code section 897(c)(2) ("USRPHC"), and it has no plan or intention to become a USRPHC.

(e) Each Purchaser's portion of the Purchased Shares shall be delivered by the Company to such Purchaser on the Closing Date, against payment of such Purchaser's respective portion of the Aggregate Purchase Price, in uncertificated form through the Direct Registration System (the "Book-Entry System") of Computershare Inc., the Company's transfer agent for the Series C Common Stock ("Computershare"). The Company shall cause each Purchaser to receive on the Closing Date a written confirmation from Computershare of the restricted book position created through the Book-Entry System for the account of such Purchaser (a "Restricted Book Position"), setting forth the Purchased Shares issued in the name of such Purchaser.

ARTICLE II

PROXY MATERIALS AND STOCKHOLDERS MEETING

SECTION 2.1 Proxy Statement.

(a) Reasonably promptly after the date hereof, the Company shall prepare and file with the SEC a proxy statement on Schedule 14A for a special meeting of its stockholders (as amended or supplemented, the "Proxy Statement"). The Company shall include in the

Proxy Statement a solicitation relating to the approval, for purposes of Rule 5635(a) of the NASDAQ Stock Market Rules, of the issuance of the shares of Series C Common Stock as contemplated hereby to each Purchaser and each equity financing source party under the Other Investment Agreements (the "Stockholder Approval"). Each Purchaser and its Affiliates shall promptly furnish to the Company such information regarding such Purchaser and its Affiliates as shall be required to be included in the Proxy Statement pursuant to the Exchange Act. Prior to filing the Proxy Statement or any amendment or supplement thereto, the Company shall provide each Purchaser with reasonable opportunity to review and comment on such proposed filing solely with respect to the Stockholder Approval and any information relating to such Purchaser. If at any time prior to the Closing Date, any information should be discovered by any party hereto that should be set forth in an amendment or supplement to the Proxy Statement so that the Proxy Statement would not include any misstatement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the party that discovers such information shall promptly notify the other parties hereto and, to the extent required by applicable Law, an appropriate amendment or supplement describing such information shall be promptly filed by the Company with the SEC and, to the extent required by applicable Law, disseminated by the Company to the stockholders of the Company.

(b) The Company shall promptly notify each Purchaser of the receipt of any comments from the SEC or the staff of the SEC and of any request by the SEC or the staff of the SEC for amendments or supplements to the Proxy Statement or for additional information and shall supply each Purchaser with copies of all correspondence between it or any of its representatives, on the one hand, and the SEC or the staff of the SEC, on the other hand, with respect to the Proxy Statement.

(c) The Company shall mail the Proxy Statement to the holders of its Series A common stock, par value $0.01 per share (the "Series A Common Stock"), and Series B common stock, par value $0.01 per share (the "Series B Common Stock"), and the Series C Common Stock (together with the Series A Common Stock and the Series B Common Stock, the "Common Stock") in accordance with customary practice after the SEC's review of the Proxy Statement is completed.

SECTION 2.2 Stockholders Meeting. The Company shall, in accordance with customary practice, duly call, give notice of, convene and hold a special meeting of its stockholders (the "Stockholders Meeting"). A proposal relating to the approval, for purposes of Rule 5635(a) of the NASDAQ Stock Market Rules, of the issuance of the shares of Series C Common Stock as contemplated hereby to each Purchaser and each equity financing source party under the Other Investment Agreements shall be presented to the stockholders of the Company at the Stockholders Meeting for approval. Subject to the fiduciary duties of the Company's directors under Delaware Law as determined by a majority of such directors after consultation with its outside legal counsel, the Board of Directors of the Company will recommend that the stockholders of the Company's Series A Common Stock and Series B Common Stock vote at the Stockholders Meeting in favor of such proposal, and the Company will use reasonable best efforts to solicit from such stockholders proxies in favor of such proposal. It is understood and agreed that if a Vote Failure Event occurs, each Purchaser shall, in lieu of acquiring the

applicable number of shares of Series C Common Stock under this Agreement, instead acquire an equivalent number of shares of Preferred Stock on the terms and subject to the conditions contained herein (other than the rights and obligations included under Section 9.1).

SECTION 2.3 Publicity. No press release or public announcement concerning this Agreement or the transactions contemplated hereby will be issued by any Purchaser or any of its Affiliates, without the prior consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed except as such release or announcement may be required by applicable Law or the rules of, or listing agreement with, any national securities exchange on which the securities of such Person or any of its Affiliates are listed or traded, in which case, the Person required to make the release or announcement will, to the extent practicable, allow the other party reasonable time to comment on such release or announcement in advance of such issuance.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

SECTION 3.1 Representations and Warranties of the Company. The Company hereby represents and warrants to each Purchaser that:

(a) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware. The Company has all requisite corporate power and authority to execute and deliver this Agreement, and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary corporate action and no other corporate proceedings on the part of the Company are necessary to authorize the execution,

delivery and performance by the Company of this Agreement or the consummation by the Company of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Company and, assuming due authorization, execution and delivery hereof by each Purchaser, such agreement constitutes a legal, valid and binding obligation of the Company, enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(b) The only vote of the holders of any class or series of capital stock of the Company required to approve the issuance of the shares of Series C Common Stock contemplated hereby is the approval of the Stockholder Approval by a majority of the aggregate voting power represented by the shares of Series A Common Stock and Series B Common Stock present and entitled to vote at the Stockholders Meeting or any adjournment or postponement thereof. No other approval of the stockholders of the Company is required to consummate any of the transactions contemplated hereby.

(c) The Purchased Shares will be, duly authorized, validly issued, fully paid and non-assessable. The Purchased Shares will not be issued in violation of any preemptive

rights or any rights of first offer, first refusal, tag-along rights or other similar rights or restrictions in favor of any other person, and each Purchaser will acquire its portion of the Purchased Shares free and clear of any Lien (other than any restrictions created by such Purchaser, and any restrictions on transfer arising under the Securities Act and state securities Laws).

(d) The issue and sale of the Purchased Shares and the compliance by the Company with all of the provisions of this Agreement and the consummation of the transactions herein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (i) any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, (ii) any provisions of the Restated Certificate of Incorporation of the Company or the Bylaws of the Company or (iii) assuming the accuracy of, and Purchaser's compliance with, the representations, warranties and agreements of Purchaser herein, any statute or any order, rule or regulation of any Governmental Entity having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation or default that would not, individually or in the aggregate, reasonably be expected to (x) prevent or materially impair or delay the performance by the Company of its obligations under this Agreement or the consummation of the transactions contemplated hereby, or (y) impair any Purchaser's full rights of ownership to its portion of the Purchased Shares; and no consent, approval, authorization, order, registration or qualification of or with any such Governmental Entity is required for the issue and sale of the Purchased Shares or the consummation by the Company of the transactions contemplated by this Agreement.

(e) The forms, reports, statements, schedules and other materials the Company was required to file with the SEC pursuant to the Exchange Act or other federal securities Laws since October 24, 2014 (the "Exchange Act Reports"), when they were filed with the SEC, conformed in all material respects to the applicable requirements of the Exchange Act and the applicable rules and regulations of the SEC thereunder; and as of the date hereof, no such documents were filed with the SEC since the SEC's close of business on the Business Day immediately prior to the date of this Agreement. The Exchange Act Reports did not, as of their respective dates, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) None of the information contained in the Proxy Statement will at the time of the mailing of the Proxy Statement to the stockholders of the Company, at the time of any amendments thereof or supplements thereto and at the time of the Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided that no representation is made by the Company with respect to statements made or incorporated by reference therein based on information supplied in writing by any Purchaser or any of its respective Affiliates. The Proxy Statement will comply as to form in all material respects

with the Exchange Act.

(g) As of the date hereof, except as set forth in the Company's SEC Filings, there is no action, suit, investigation or proceeding pending or, to the knowledge of the Company, threatened against the Company or any of its Affiliates that (1) could be material to the Company's business, operations or financial results after taking into account the value of the shares of Charter's Class A common stock, par value $.001 per share owned by the Company and the Company's cash, or (2) questions the validity of this Agreement, the transactions contemplated hereby, the Purchased Shares or any action to be taken by the Company pursuant hereto, which could reasonably be expected to (i) prevent or materially impair or delay the performance by the Company of its obligations under this Agreement or the consummation of the transactions contemplated hereby, or (ii) impair Purchaser's full rights of ownership to the Purchased Shares.

(h) Assuming the accuracy of, and each Purchaser's compliance with, the representations, warranties and agreements of such Purchaser herein, no registration under the Securities Act of the offer and sale of the Purchased Shares in accordance with the terms of this Agreement is required.

SECTION 3.2 Representations and Warranties of Purchasers. Each Purchaser hereby represents and warrants to the Company (as to itself) that:

(a) Such Purchaser has been duly incorporated or organized, as applicable, and is validly existing and in good standing under the Laws of the jurisdiction of its formation. Such Purchaser has all requisite corporate or other power and authority to execute and deliver this Agreement, and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by such Purchaser of this Agreement and the consummation by such Purchaser of the transactions contemplated hereby have been duly authorized by all necessary corporate or other action and no other corporate or other proceedings on the part of such Purchaser are necessary to authorize the execution, delivery and performance by such Purchaser of this Agreement or the consummation by such Purchaser of the transactions contemplated hereby. This Agreement has been duly executed and delivered by such Purchaser and, assuming due authorization, execution and delivery hereof by the Company, such agreement constitutes a legal, valid and binding obligation of such Purchaser, enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(b) Such Purchaser's compliance with all of the provisions of this Agreement and the consummation of the transactions herein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (i) any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which it or any of its subsidiaries is a party or by which it or any of its subsidiaries is bound or to which any of its or its subsidiaries' property or assets is subject, (ii) any provisions of such Purchaser's organizational documents or (iii) any statute or any order, rule or regulation of any Governmental Entity having jurisdiction over it or any of its subsidiaries

or any of their properties, except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation or default that would not, individually or in the aggregate, reasonably be expected to prevent or materially impair or delay the performance by such Purchaser of its obligations under this Agreement or the consummation of the transactions contemplated hereby; and no consent, approval, authorization, order, registration or qualification of or with any such Governmental Entity is required for the consummation by such Purchaser of the transactions contemplated by this Agreement.

(c) None of the information supplied in writing by such Purchaser or any of its Affiliates for inclusion in the Proxy Statement will at the time of the mailing of the Proxy Statement to the stockholders of the Company, at the time of any amendments thereof or supplements thereto and at the time of the Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) Such Purchaser (i) is an "accredited investor" within the meaning of the Securities Act, (ii) understands that the offer and sale of its portion of the Purchased Shares pursuant to this Agreement is intended to be exempt from the prospectus delivery and registration requirements under the Securities Act and that any transaction advice of a Restricted Book Position (and the related records of Computershare) will bear the legend set forth in Section 4.1 hereof, (iii) has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in its portion of the Purchased Shares, (iv) is acquiring its portion of the Purchased Shares for its own account, for investment and not with a view to the public for resale or distribution thereof in violation of any federal, state or foreign securities law, (v) understands that its portion of the Purchased Shares will be offered and sold in a transaction exempt from the registration or qualification requirements of the Securities Act and applicable state securities Laws, and that such securities must be held indefinitely unless a subsequent disposition thereof is registered or qualified under the Securities Act and applicable state securities Laws or is exempt from such registration or qualification and (vi) is capable of bearing the economic risk of (A) an investment in its portion of the Purchased Shares and (B) a total loss in respect of such investment.

(e) Such Purchaser will have on the Closing Date sufficient funds to purchase its portion of the Purchased Shares.

ARTICLE IV

RESTRICTIONS ON TRANSFER; COMPLIANCE WITH SECURITIES ACT

SECTION 4.1 Restrictive Legend. Any transaction advice from Computershare (or any successor transfer agent) with respect to a Restricted Book Position, including as to any securities issued in respect of Purchased Shares upon any stock split, stock dividend, recapitalization, merger, consolidation or similar event, shall bear a legend or notation in substantially the following form (in addition to any legends or notations required under applicable state securities Laws):

"THE SECURITIES SHOWN ON THIS REPORT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND, UNLESS SO REGISTERED, THEY MAY NOT BE SOLD, OFFERED FOR SALE, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF SUCH ACT AND APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION."

Each Purchaser consents to the Company giving instructions to its transfer agent which implement the restrictions on transfer established in this Article.

ARTICLE V

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE COMPANY TO ISSUE THE PURCHASED SHARES

The obligations of the Company to issue the applicable portion of the Purchased Shares to each Purchaser and consummate the transactions contemplated by Article I of this Agreement on the Closing Date with respect to such Purchaser shall be subject to the satisfaction or waiver at the Closing by the Company of the following conditions:

SECTION 5.1 Representations and Warranties; Covenants and Agreements.

(a) The representations and warranties of such Purchaser contained in this Agreement and in any certificate or document executed and delivered by such Purchaser pursuant to this Agreement, in each case, without giving effect to any limitation as to materiality set forth herein or therein, shall be true and accurate in all material respects on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, except for those representations and warranties which address matters only as of a particular date, which representations and warranties, without giving effect to any limitation as to materiality set forth herein or therein, shall have been true and correct in all material respects as of such particular date, and the Company shall have received a certificate, dated the Closing Date, signed by such Purchaser to such effect.

(b) Such Purchaser shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by such Purchaser on or prior to the Closing Date and the Company shall have received a certificate, dated the Closing Date, signed by such Purchaser to such effect.

SECTION 5.2 Illegality. There shall not be in effect any statute, rule, regulation or order of any Governmental Entity that prohibits or makes illegal the transactions contemplated by Article I of this Agreement.

SECTION 5.3 Litigation. There shall be no litigation pending or threatened by

any Governmental Entity that seeks to enjoin, restrain or prohibit the consummation of the transactions contemplated by Article I of this Agreement.

SECTION 5.4 Payment for the Purchased Shares. Such Purchaser shall have made payment of its portion of the Aggregate Purchase Price for its portion of the Purchased Shares, as provided herein.

SECTION 5.5 The Mergers Agreement. Each condition set forth in Sections 9.01, 9.02 and 9.03 of the Mergers Agreement to the obligations of each of the parties to the Mergers Agreement to effect the transactions contemplated by the Mergers Agreement at the closing thereof has been satisfied or is capable of being satisfied at the closing of the Mergers Agreement and the closing of the transactions contemplated by the Mergers Agreement shall have occurred. For the avoidance of doubt, the waiver of any condition shall have no bearing on the determination of whether any condition set forth in the Mergers Agreement has been satisfied.

SECTION 5.6 Charter Investment Agreement. The closing of the transactions contemplated by the Charter Investment Agreement shall have occurred.

ARTICLE VI

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF EACH PURCHASER TO PURCHASE ITS PORTION OF THE PURCHASED SHARES

The obligations of each Purchaser to purchase its respective portion of the Purchased Shares from the Company and consummate the transactions contemplated by Article I of this Agreement on the Closing Date shall be subject to the satisfaction or waiver at the Closing by such Purchaser of the following conditions:

SECTION 6.1 Representations and Warranties; Covenants and Agreements.

(a) The representations and warranties of the Company contained in this Agreement and in any certificate or document executed and delivered by the Company pursuant to this Agreement, in each case, without giving effect to any limitation as to materiality set forth herein or therein, shall be true and accurate in all material respects on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, except for those representations and warranties which address matters only as of a particular date, which representations and warranties shall, without giving effect to any limitation as to materiality set forth herein or therein, have been true and correct in all material respects as of such particular date, and such Purchaser shall have received a certificate, dated the Closing Date, signed by the Company to such effect.

(b) The Company shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by the Company on or prior to the Closing Date and such Purchaser shall have received a certificate, dated the Closing Date, signed by the Company to such effect.

SECTION 6.2 No Material Adverse Change. No event, circumstance, change or

effect shall have occurred which has had or would be reasonably expected to have a Material Adverse Effect.

SECTION 6.3 Illegality. There shall not be in effect any Law, statute, rule, regulation or order of any Governmental Entity that prohibits or makes illegal the transactions contemplated by Article I of this Agreement.

SECTION 6.4 Litigation. There shall be no litigation pending or threatened by any Governmental Entity that seeks to enjoin, restrain or prohibit the consummation of the transactions contemplated by Article I of this Agreement.

SECTION 6.5 Delivery of the Purchased Shares. The Company shall have delivered or caused to be delivered to such Purchaser its portion of the Purchased Shares, as provided in Article I of this Agreement.

SECTION 6.6 The Mergers Agreement. The closing of the transactions contemplated by the Mergers Agreement shall have occurred.

SECTION 6.7 Charter Investment Agreement. The closing of the transactions contemplated by the Charter Investment Agreement shall have occurred.

ARTICLE VII

TERMINATION

SECTION 7.1 Termination of Agreement. This Agreement may be terminated prior to the Closing as follows:

(a) as to any Purchaser, by mutual written consent of the Company and such Purchaser;

(b) as to any Purchaser, by the Company if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of such Purchaser set forth in this Agreement shall have occurred that would cause any of the conditions to Closing set forth in Article V not to be satisfied (or capable of being satisfied) at the Closing;

(c) as to any Purchaser, by such Purchaser or the Company if the Closing Date shall not have occurred on or before the second (2nd) anniversary of the date of the Mergers Agreement (the "Termination Date"); provided, however, that the right to terminate this Agreement pursuant to this Section 7.1(c) shall not be available to the party seeking to terminate if any action of such party or the failure of such party to perform any of its obligations under this Agreement required to be performed at or prior to the Closing Date has been the primary cause of the failure of the Closing Date to occur on or before the Termination Date and such action or failure to perform constitutes a breach of this Agreement;

(d) as to any Purchaser, by such Purchaser by delivering written notice of such termination within fifteen (15) days following the occurrence of a Modification Event;

(e) as to any Purchaser, by such Purchaser upon the enactment or entry of any order (whether preliminary or permanent but not a temporary restraining order) by any federal, state or local court or other Governmental Entity of competent jurisdiction in connection with any litigation, action, suit, hearing or adversarial proceeding (whether civil, criminal or administrative) by the Company or any of its Affiliates against such Purchaser or any Related Party (as defined below) thereof relating to this Agreement, the Mergers Agreement, the New Charter Investment or any of the transactions contemplated hereby or thereby;

(f) as to any Purchaser, by such Purchaser or the Company if there shall be in effect a final non-appealable order of a Governmental Entity of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions between such Purchaser and the Company contemplated by Article I hereof; it being agreed that the parties hereto shall promptly appeal any adverse determination which is not non-appealable (and pursue such appeal with reasonable diligence); or

(g) the termination of the Mergers Agreement in accordance with its terms.

SECTION 7.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 7.1, written notice thereof shall be given to the other parties, the rights and obligations of the parties as to which such termination is effective under this Agreement (to the extent any such rights and obligations remain unsatisfied as of such date) shall become null and void, and the purchase of the portion of the Purchased Shares by the applicable Purchaser hereunder shall be abandoned, without further action by such Purchaser or the Company. In the event that this Agreement is terminated as provided herein, then each of the parties as to which such termination is effective shall be relieved of their duties and obligations with respect to the purchase of the portion of the Purchased Shares by the applicable Purchaser arising under this Agreement after the date of such termination and such termination shall be without Liability to such Purchaser or the Company; provided, however, that nothing in this Section 7.2 shall relieve any Purchaser or the Company of any Liability for a breach of this Agreement.

ARTICLE VIII

COVENANTS

SECTION 8.1 Non-Reliance. Each Purchaser acknowledges and agrees that: (i) the Company and its Affiliates and their respective directors, officers, employees, partners, members, shareholders and agents (collectively, the "Company Affiliates") may be, and such Purchaser is proceeding on the assumption that the Company Affiliates are, in possession of material, non-public information concerning the Company and its Affiliates (the "Information"), which is not or may not be known to such Purchaser; (ii) no Company Affiliate has made, and such Purchaser disclaims the existence of or its reliance on, any representation by a Company Affiliate concerning the Company or the transactions contemplated hereby (except for the representations and warranties set forth in this Agreement); (iii) such Purchaser is not relying on any disclosure or non-disclosure of the Information made or not made, or the completeness thereof, in connection with or arising out of the transactions contemplated hereby, and therefore

has no claims against any Company Affiliate with respect thereto; (iv) if any such claim may exist, such Purchaser, recognizing its disclaimer of reliance and the Company's reliance on such disclaimer as a condition to entering into this Agreement and the transactions contemplated hereby, covenants and agrees not to assert it against any Company Affiliate; and (v) the Company shall have no Liability, and such Purchaser waives and releases any such claim that it might have against any Company Affiliate, whether under applicable securities Law or otherwise, based on a Company Affiliate's knowledge, possession or non-disclosure to such Purchaser of the Information.

SECTION 8.2 Reasonable Best Efforts. Each party hereto shall cooperate with the other parties and use its respective commercially reasonable best efforts to promptly take, or cause to be taken, all actions, and do, or cause to be done, all things, necessary, proper or advisable to cause the conditions to Closing to be satisfied as promptly as practicable and to consummate and make effective, in the most expeditious manner practicable, the transactions and perform the covenants contemplated by this Agreement.

SECTION 8.3 Other Rights. The Company agrees that in the event the Company enters into, or has entered into, any Other Investment Agreement, the economic and other material terms of such agreement, taken as a whole, shall be the same as, or less favorable to, the equity financing source party to the Other Investment Agreement, compared to the economic and other material terms, taken as a whole, granted to the Purchasers pursuant to this Agreement.

SECTION 8.4 Use of Proceeds. The Company shall use the proceeds of the Aggregate Purchase Price for the New Charter Investment.

SECTION 8.5 Commitment Reduction Election. The Company shall provide notice promptly to each Purchaser of its determination to effect a Commitment Reduction Election, but in no event later than the ninetieth (90^{th}) day prior to the Company's good faith estimate of the Closing Date.

SECTION 8.6 Notice. The Company shall use its reasonable best efforts to provide written notice to each Purchaser no less than ten (10) days prior to the expected Closing Date.

SECTION 8.7 FIRPTA Representation. At least fifteen (15) Business Days prior to the Closing Date, the Company will give notice to each Purchaser if the Company will not be able to deliver the FIRPTA Certificate at Closing (the "No-FIRPTA Notice"). If the Company gives the Purchaser a No-FIRPTA Notice, the Purchaser may elect, by written notice to the Company at least five (5) Business Days prior to the Closing Date, to reduce the number of Purchased Shares acquired at the Closing to the largest number of Purchased Shares that will result in no portion of the Purchased Shares being treated as a "United States real property interest" within the meaning of Internal Revenue Code section 897(c) and the Treasury regulations promulgated thereunder on the date of the Closing, and the Aggregate Purchase Price shall be correspondingly reduced.

ARTICLE IX

REGISTRATION RIGHTS

SECTION 9.1 Registration Rights.

(a) Demand Registrations.

(i) Subject to the terms and conditions of this Agreement, at any time following the Closing Date, each Purchaser may request the Company to register under the Securities Act all or any portion of the Registrable Securities held by such Purchaser for sale in the manner specified in such notice, provided that the aggregate offering price, as such amount is determined on the cover page of the Registration Statement, shall not be less than $250,000,000. Such request shall specify the intended method of disposition thereof by such Purchaser, including whether (A) the registration requested is for an underwritten offering and (B) the Registration Statement covering such Registrable Securities shall be on Form S-3 (subject to Section 9.1(a)(iii)). If the Company is requested to file a registration on Form S-3 and the Company is then ASR Eligible, the Company shall use commercially reasonable best efforts to cause the Registration Statement to be an ASRS. In the event that any registration pursuant to this Section 9.1(a) shall be, in whole or in part, an underwritten public offering of Common Stock, the number of shares of Registrable Securities to be included in such an underwriting may be reduced if and to the extent that the managing underwriter shall be of the opinion that such inclusion would adversely affect the marketing of the securities therein (an "Underwriter Cutback"). Such Purchaser may revoke a request pursuant to this Section 9.1(a)(i) prior to the effective date of the corresponding Registration Statement; provided, that such request shall count as one of such Purchaser's demand requests referred to in Section 9.1(a)(ii) unless such Purchaser reimburses the Company for all out-of-pocket expenses (including Registration Expenses) incurred by the Company relating to such Registration Statement; provided, further, if such Purchaser revokes a demand pursuant to this Section 9.1(a)(i) within twenty-four (24) hours after notice in writing to such Purchaser of an Underwriter Cutback, (1) such request shall not count as one of its demand requests pursuant to Section 9.1(a)(ii) and (2) such Purchaser will not be obligated to reimburse the Company for any of its out-of-pocket expenses, including Registration Expenses.

(ii) Following receipt of any notice under this Section 9.1(a), the Company shall use commercially reasonable best efforts to register under the Securities Act, for public sale in accordance with the method of disposition specified in such notice from such Purchaser, the number of shares of Registrable Securities specified in such notice. If such method of disposition shall be an underwritten public offering, such Purchaser may designate the managing underwriter or co-managing underwriter of such offering, subject to the approval of the Company, which approval shall not be unreasonably withheld or delayed. Each Purchaser shall have two (2) demand registrations pursuant to this Section 9.1(a); provided, however, that the Company shall not be obligated to effect more than one such registration in any one hundred eighty (180)-day period; provided, further, that such obligation shall be deemed satisfied only when a Registration Statement covering all shares of Registrable Securities specified in notices received as aforesaid, for sale in accordance with the method of disposition specified by such Purchaser, shall have

become effective and, (A) if such method of disposition is a firm commitment underwritten public offering, all such shares shall have been sold pursuant thereto and (B) in any other case, such Registration Statement shall have remained effective throughout the Effectiveness Period.

(iii) From and after the date hereof, the Company shall use its commercially reasonable best efforts to qualify under the provisions of the Securities Act, and thereafter, to continue to qualify at all times, for registration on Form S-3 or any successor thereto. Demand registrations pursuant to this Section 9.1(a) shall be on Form S-3 or any similar short-form Registration Statement, if available. In the event the Company fails to qualify, the Company shall be required to effect demand registrations pursuant to this Section 9.1(a) on Form S-1 or any successor thereto to the same extent as the Company would be required to effect demand registrations on Form S-3.

(iv) Notwithstanding anything to the contrary contained in this Agreement, the Company shall be entitled, by providing written notice to any Purchaser, to require such Purchaser to suspend the use of the Prospectus for sales of Registrable Securities under the Registration Statement for a reasonable period of time not to exceed one hundred twenty (120) consecutive days or one hundred eighty (180) days in the aggregate in any 12-month period (a "Suspension Period") if the Board of Directors of the Company (or the executive committee thereof) determines that such use would (A) require the public disclosure of material non-public information concerning any transaction or negotiations involving the Company that would interfere with such transaction or negotiations or (B) otherwise interfere with financing plans, acquisition activities or business activities of the Company, provided, that, if at the time of receipt of such notice such Purchaser shall have sold Registrable Securities (or have signed a firm commitment underwriting agreement with respect to the purchase of such shares) and the reason for the Suspension Period is not of a nature that would require a post-effective amendment to the Registration Statement, then the Company shall use its commercially reasonable best efforts to take such action as to eliminate any restriction imposed by federal securities Laws on the timely delivery of such shares. Immediately upon receipt of such notice, such Purchaser shall discontinue the disposition of Registrable Securities under such Registration Statement and Prospectus relating thereto until such Suspension Period is terminated. The Company agrees that it will terminate any such Suspension Period as promptly as reasonably practicable and will promptly notify such Purchaser of such termination. After the expiration of any Suspension Period and without any further request from such Purchaser, the Company shall as promptly as reasonably practicable prepare a post-effective amendment or supplement to the Registration Statement or the Prospectus, or any document incorporated therein by reference, or file any other required document so that, as thereafter delivered to purchasers of the Registrable Securities included therein, the Prospectus will not include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If a Suspension Period occurs during the Effectiveness Period for a Registration Statement, such Effectiveness Period shall be extended for a number of days equal to the total number of days during which the distribution of Registrable Securities is suspended under this Section 9.1(a)(iv). If the Company notifies any Purchaser of a Suspension Period with respect to a Registration

Statement requested pursuant to Section 9.1(a) that has not yet been declared effective, (i) such Purchaser may by notice to the Company withdraw such request without such request counting as one of such Purchaser's demand requests under Section 9.1(a)(ii) and (ii) such Purchaser will be not obligated to reimburse the Company for any of its out-of-pocket expenses, including Registration Expenses.

(v) The Company shall be entitled to include in any Registration Statement referred to in this Section 9.1(a), for sale in accordance with the method of disposition specified by such Purchaser, shares of Common Stock to be sold by the Company for its own account (to the extent that the inclusion of such shares by the Company shall not adversely affect the offering), and shall not, without the prior consent of such Purchaser, be entitled to include shares held by any persons other than such Purchaser and its Affiliates. The Registrable Securities of such Purchaser shall have priority for inclusion in any firm commitment underwritten offering, ahead of all Registrable Securities held by other holders included in such offering, in any Underwriter Cutback.

(b) Piggyback Registration. Subject to the terms and conditions of this Agreement, if the Company at any time following the Closing Date (other than pursuant to Section 9.1(a)) proposes to register any of its securities under the Securities Act for sale to the public, whether for its own account or for the account of other security holders or both (except with respect to registration statements on Forms S-4, S-8 or another form not available for registering the Registrable Securities for sale to the public), it will give prompt written notice to each Purchaser of its intention to do so (such notice to be given not less than ten (10) Business Days prior to the anticipated filing date of the related Registration Statement). Upon the written request of any Purchaser, received by the Company within ten (10) Business Days after the giving of any such notice by the Company, to register any of its Registrable Securities, the Company will use commercially reasonable best efforts to cause the Registrable Securities as to which registration shall have been so requested to be included in the securities to be covered by the Registration Statement proposed to be filed by the Company, all to the extent required to permit the sale or other disposition by such Purchaser or its Affiliates of such Registrable Securities so registered. In the event that any registration pursuant to this Section 9.1(b) shall be, in whole or in part, an underwritten public offering of Common Stock, the number of shares of Registrable Securities to be included in such an underwriting may be reduced pursuant to an Underwriter Cutback. In the event that the managing underwriter or co-managing underwriters on behalf of all underwriters limits the number of shares to be included in a registration pursuant to this Section 9.1(b), or shall otherwise require a limitation of the number of shares to be included in the registration, then the Company will include in such registration (i) first, securities proposed by the Company to be sold for its own account and (ii) second, shares of Registrable Securities requested to be included by such Purchaser pursuant to this Section 9.1(b) and securities requested to be included by any other holders of Registrable Securities, pro rata, based on the number of Registrable Securities beneficially owned by such Purchaser and each such other holder of Registrable Securities. Notwithstanding the foregoing provisions, the Company may withdraw any registration statement referred to in this Section 9.1(b) without thereby incurring any Liability to any Purchaser or its Affiliates.

(c) Expenses. Except as specifically provided herein, all Registration Expenses incurred in connection with the registration of the Registrable Securities shall be borne by the

Company, and all Selling Expenses shall be borne by the applicable Purchaser.

(d) Procedures for Registration. If and whenever the Company is required by the provisions of Sections 9.1(a) or 9.1(b) to use commercially reasonable best efforts to effect the registration of any shares of Registrable Securities under the Securities Act, the Company will, as expeditiously as possible:

(i) Prepare and promptly file with the SEC a Registration Statement with respect to such securities and use commercially reasonable best efforts to cause such Registration Statement to become and remain effective for the period of the distribution contemplated thereby (determined as hereinafter provided);

(ii) Prepare and file with the SEC such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective for the period specified in paragraph (i) above and comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such Registration Statement in accordance with the applicable Purchaser's or its Affiliates' intended method of disposition set forth in such Registration Statement for such period;

(iii) Furnish to the applicable Purchaser and the underwriters such number of copies of the Registration Statement and the Prospectus included therein (including each preliminary prospectus) as such persons reasonably may request in order to facilitate the public sale or other disposition of the Registrable Securities

covered by such Registration Statement;

(iv) Use commercially reasonable best efforts to register or qualify the Registrable Securities covered by such Registration Statement under the securities or "blue sky" Laws of such jurisdictions as the applicable Purchaser or, in the case of an underwritten public offering, the managing underwriter reasonably shall request; provided, however, that the Company shall not for any such purpose be required to qualify generally to transact business as a foreign corporation in any jurisdiction where it is not so qualified or to consent to general service of process in any such jurisdiction;

(v) Use commercially reasonable best efforts to list the Registrable Securities covered by such Registration Statement with any securities exchange on which the Series C Common Stock is then listed;

(vi) Provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of such Registration Statement;

(vii) Immediately notify the applicable Purchaser, at any time when a Prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus contained in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, and at the request of such Purchaser prepare and furnish to such Purchaser a reasonable number of copies of a

supplement to or an amendment of such Prospectus as may be necessary so that, as thereafter delivered to the purchasers of such Registrable Securities, such Prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing;

(viii) If the offering is underwritten and at the request of the applicable Purchaser, use commercially reasonable best efforts to furnish on the date that Registrable Securities are delivered to the underwriters for sale pursuant to such registration: (i) an opinion dated such date of counsel representing the Company for the purposes of such registration, addressed to the underwriters and to such Purchaser, covering such matters as are typically included in an opinion to underwriters for a comparable transaction, including stating that such Registration Statement has become effective under the Securities Act and that (A) to the knowledge of such counsel, no stop order suspending the effectiveness thereof has been issued and no proceedings for that purpose have been instituted or are pending or contemplated under the Securities Act and (B) the Registration Statement, the related Prospectus and each amendment or supplement thereof comply as to form in all material respects with the requirements of the Securities Act (except that such counsel need not express any opinion as to financial statements or financial or statistical data contained therein) and (ii) a letter dated such date from the independent public accountants retained by the Company, addressed to the underwriters and to such Purchaser, stating that they are independent public accountants within the meaning of the Securities Act and that, in the opinion of such accountants, the financial statements of the Company included in the Registration Statement or the Prospectus, or any amendment or supplement thereof, comply as to form in all material respects with the applicable accounting requirements of the Securities Act, and such letter shall additionally cover such other financial matters (including information as to the period ending no more than five (5) Business Days prior to the date of such letter) with respect to such registration as such underwriters or such Purchaser may reasonably may request;

(ix) Use commercially reasonable best efforts to cooperate with the applicable Purchaser and its Affiliates in the disposition of the Registrable Securities covered by such Registration Statement;

(x) In connection with the preparation and filing of each Registration Statement registering Registrable Securities under the Securities Act, and before filing any such Registration Statement or any other document in connection therewith, give reasonable consideration to the inclusion in such documents of any comments reasonably and timely made by the applicable Purchaser or any of its legal counsel; participate in and make documents available for the reasonable and customary due diligence review of underwriters during normal business hours, on reasonable advance notice and without undue burden or hardship on the Company; provided that (i) any party receiving confidential materials shall execute a confidentiality agreement on customary terms if reasonably requested by the Company and (ii) the Company may in its sole discretion restrict access to competitively sensitive or legally privileged documents or information; and

(xi) Otherwise use commercially reasonable best efforts to comply with the Securities Act, the Exchange Act and any other applicable rules and regulations of the SEC and reasonably cooperate with the applicable Purchaser in the disposition of its Registrable Securities in accordance with the terms of this Agreement. Such cooperation shall include the endorsement and transfer of any certificates representing Registrable Shares (or a book-entry transfer to similar effect) transferred in accordance with this Agreement.

For purposes of Sections 9.1(d)(i) and 9.1(d)(ii) and of Section 9.1(a)(iv), the period of distribution of Registrable Securities in a firm commitment underwritten public offering shall be deemed to extend until each underwriter has completed the distribution of all securities purchased by it, and the period of distribution of Registrable Securities in any other registration shall be deemed to extend until the earlier of the sale of all Registrable Securities covered thereby and ninety (90) days after the effective date thereof (the "Effectiveness Period"). In connection with each registration hereunder, each Purchaser and its Affiliates will timely furnish to the Company in writing such information with respect to themselves and the proposed distribution by them as reasonably shall be necessary in order to assure compliance with federal and applicable state securities Laws. In connection with each registration pursuant to Sections 9.1(a) or 9.1(b) covering an underwritten public offering, the Company and each Purchaser agree to enter into customary agreements (including an underwriting or similar agreement) with the managing underwriter or co-managing underwriters selected in the manner herein provided, in such form and containing such provisions as are customary in the securities business for such an arrangement between such underwriter and companies of the Company's size and investment stature.

The Company will use commercially reasonable best efforts to make available to its security holders, as promptly as reasonably practicable, an earnings statement (which need not be audited) covering the period of twelve (12) months commencing upon the first disposition of Registrable Securities pursuant to a Registration Statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 of the SEC promulgated thereunder.

(e) Suspension of Sales. Upon receipt of notice from the Company pursuant to Section 9.1(d)(vii) the applicable Purchaser shall immediately discontinue disposition of Registrable Securities pursuant to the applicable Registration Statement and Prospectus relating thereto until such Purchaser (A) has received copies of a supplemented or amended Prospectus or prospectus supplement pursuant to Section 9.1(d)(vii) or (B) is advised in writing by the Company that the use of the Prospectus and, if applicable, prospectus supplement may be resumed, and, if so directed by the Company, such Purchaser shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Purchaser's possession, of the Prospectus and, if applicable, prospectus supplement covering such Registrable Securities current at the time of receipt of such notice. If the Company shall give such notice with regards to any Registration Statement requested pursuant to Section 9.1(a), the Effectiveness Period in respect of such Registration Statement shall be extended by the number of days during the period from and including the date such notice is given by the Company to the date when the Company shall have (1) made available to the applicable Purchaser a supplemented or amended Prospectus or prospectus supplement pursuant to Section 9.1(d)(vii) or

(2) advised such Purchaser in writing that the use of the Prospectus and, if applicable, prospectus supplement may be resumed.

(f) Free Writing Prospectuses. Each Purchaser shall not use any Free Writing Prospectus in connection with the sale of Registrable Securities without the prior written consent of the Company.

(g) Information. It shall be a condition precedent to the Company's obligation to file a Registration Statement or any prospectus supplement with the SEC that each Purchaser and its Affiliates shall first furnish to the Company such information regarding such Purchaser, the Registrable Securities held by them and the intended method of disposition of such securities as shall be required to effect the registered offering of their Registrable Securities under the Securities Act.

(h) Indemnification.

(i) The Company agrees to indemnify and hold harmless each Purchaser named in a Registration Statement and each Person, if any, that controls such Purchaser within the meaning of the Section 15 of the Securities Act (each a "controlling person") and the respective officers, directors, stockholders, partners, members and Affiliates of such Purchaser and each controlling person (each, a "Registration Rights Indemnitee"), to the fullest extent lawful, from and against any and all Damages, directly or indirectly caused by, relating to, arising out of, based upon or in connection with (i) any untrue statement of material fact contained in any Disclosure Package, any Registration Statement, any Prospectus, any Free Writing Prospectus, or in any amendment or supplement thereto, or (ii) any omission to state in any Disclosure Package, any Registration Statement, any Prospectus, any Free Writing Prospectus, or in any amendment or supplement thereto, any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, that the Company shall not be liable to such Registration Rights Indemnitee to the extent that any such Damage is directly caused by an untrue statement or omission made in such Disclosure Package, Registration Statement, Prospectus, Free Writing Prospectus, or any amendment or supplement thereto, in reliance upon and in conformity with written information furnished to the Company by such Registration Rights Indemnitee and approved expressly for use therein. This indemnity agreement shall be in addition to any Liability which the Company may otherwise have.

(ii) Each Purchaser named in a Registration Statement agrees to indemnify the Company and its officers and directors and each Person, if any, that controls the Company (each, a "Company Registration Rights Indemnitee"), against any and all Damages directly caused by any untrue statement of material fact contained in any Disclosure Package, any Registration Statement, any Prospectus, any Free Writing Prospectus or any amendments or supplements thereto or any omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made not misleading, in each case, to the extent that such untrue statement or omission was made in reliance upon and in

conformity with written information furnished to the Company by such Purchaser and approved expressly for use therein.

(iii) If the indemnification provided for in Section 9.1(h)(i) or (ii) is unavailable to a Registration Rights Indemnitee or a Company Registration Rights Indemnitee, as applicable, with respect to any Damages referred to therein or is insufficient to hold the Registration Rights Indemnitee or Company Registration Rights Indemnitee, as applicable, harmless as contemplated therein, then the Company or the applicable Purchaser, as applicable, in lieu of indemnifying such Registration Rights Indemnitee or Company Registration Rights Indemnitee, as applicable, shall contribute to the amount paid or payable by such Registration Rights Indemnitee or Company Registration Rights Indemnitee, as applicable, as a result of such Damages in such proportion as is appropriate to reflect the relative fault of the Registration Rights Indemnitee or the Company Registration Rights Indemnitee, as applicable, on the one hand, and the Company or such Purchaser, as applicable, on the other hand, in connection with the statements or omissions which resulted in such Damages as well as any other relevant equitable considerations. The relative fault of the Company or such Purchaser, as applicable, on the one hand, and of the Registration Rights Indemnitee or Company Registration Rights Indemnitee, as applicable, on the other hand, shall be determined by reference to, among other factors, whether the untrue statement of a material fact or omission to state a material fact relates to information supplied by or on behalf of the Company or by or on behalf of the Registration Rights Indemnitee, as applicable, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; the Company and such Purchaser agree that it would not be just and equitable if contribution pursuant to this Section 9.1(h)(iii) were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in Section 9.1(h)(i). No Registration Rights Indemnitee or Company Registration Rights Indemnitee guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from the Company or such Purchaser, as applicable, if the Company or such Purchaser, as applicable, was not guilty of such fraudulent misrepresentation.

(i) Notice of Reg Rights Claim.

(i) As used in this Section 9.1(i), the term "Reg Rights Claim" means a claim for indemnification by any Company Registration Rights Indemnitee or any Registration Rights Indemnitee, as the case may be, for Damages under Section 9.1(h) (such Person making a Reg Rights Claim, an "Reg Rights Indemnified Person"). A Company Registration Rights Indemnitee or a Registration Rights Indemnitee may give notice of a Reg Rights Claim under this Agreement (and in the case of a Registration Rights Indemnitee whether for its own Damages or for Damages incurred by any other Registration Rights Indemnitee) pursuant to a written notice of such Reg Rights Claim executed by the Company or the applicable Purchaser, as applicable (a "Notice of Reg Rights Claim"), and delivered to the other of them (such receiving party, the "Reg Rights Indemnifying Person"), within twenty (20) days after such Reg Rights Indemnified Person becomes aware of the existence of any potential claim by such Reg Rights

Indemnified Person for indemnification under Section 9.1(h), arising out of or resulting from any item indemnified pursuant to the terms of Section 9.1(h)(i) or Section 9.1(h)(ii); provided, that, the failure to timely give such notice shall not limit or reduce the Reg Rights Indemnified Person's right to indemnification hereunder unless (and then only to the extent that) the Reg Rights Indemnifying Person's defense of such Reg Rights Claim is materially and adversely prejudiced thereby.

(ii) Each Notice of Reg Rights Claim shall: (A) state that the Reg Rights Indemnified Person has incurred or paid Damages in an aggregate stated amount (where practicable) arising from such Reg Rights Claim (which amount may be the amount of damages claimed by a third party in an Action brought against any Reg Rights Indemnified Person based on alleged facts, which if true, would give rise to Liability for Damages to such Reg Rights Indemnified Person under Section 9.1(h); and (B) contain a brief description, in reasonable detail (to the extent reasonably available to the Reg Rights Indemnified Person), of the facts, circumstances or events giving rise to the alleged Damages based on the Reg Rights Indemnified Person's good faith belief and knowledge thereof, including the identity and address of any third party claimant (to the extent reasonably available to the Reg Rights Indemnified Person).

(iii) Following delivery of the Notice of Reg Rights Claim (or at the same time if the Reg Rights Indemnified Person so elects) the Reg Rights Indemnified Person shall deliver copies of any demand or complaint, the amount of Damages, the date each such item was incurred or paid, or the basis for such anticipated Liability, and the specific nature of the breach to which such item is related.

(j) Defense of Third Party Reg Rights Claims.

(i) Subject to the provisions hereof, the Reg Rights Indemnifying Person on behalf of the Reg Rights Indemnified Person shall have the right to elect to defend and control the defense of any Third-Party Reg Rights Claim, and, as provided by Section 9.1(k), the costs and expenses incurred by the Reg Rights Indemnifying Person in connection with such defense (including reasonable attorneys' fees, other professionals' and experts' fees and court or arbitration costs) shall be paid by the Reg Rights Indemnifying Person. The Reg Rights Indemnified Person (unless itself controlling the Third-Party Reg Rights Claim in accordance with this Section 9.1(j)) may participate, through counsel of its own choice and, except as provided herein, at its own expense, in the defense of any Third Party Reg Rights Claim.

(ii) The Reg Rights Indemnified Person shall give prompt written notice of any Third-Party Reg Rights Claim to the Indemnifying Person;provided, that the failure to timely give such notice shall not limit or reduce the Reg Rights Indemnified Person's right to indemnity hereunder unless (and then only to the extent that) the Reg Rights Indemnifying Person's defense of such Third-Party Reg Rights Claim is materially and adversely prejudiced thereby. The Reg Rights Indemnifying Person shall be entitled to assume the control and defense thereof utilizing legal counsel reasonably acceptable to the Reg Rights Indemnified Person; provided, that the Reg Rights Indemnifying Person shall not be entitled to assume control of such defense if (A) the claim for

indemnification relates to or arises in connection with any criminal or governmental proceeding, action, indictment, allegation or investigation, (B) the claim seeks an injunction against the Reg Rights Indemnified Person, to the extent that such defense relates to the claim for such injunction, or (C) the Reg Rights Indemnifying Person has elected to have the Reg Rights Indemnified Person defend, or assume the control and defense of, a Third-Party Reg Rights Claim in accordance with this Section 9.1(j).

(iii) Any party controlling the defense of any Third-Party Reg Rights Claim pursuant hereto shall: (i) conduct the defense of such Third-Party Reg Rights Claim with reasonable diligence and keep the other parties reasonably informed of material developments in the Third-Party Reg Rights Claim at all stages thereof; (ii) as promptly as reasonably practicable, submit to the other parties copies of all pleadings, responsive pleadings, motions and other similar legal documents and papers received or filed in connection therewith; (iii) permit the other parties and their counsel to confer on the conduct of the defense thereof; and (iv) permit the other parties and their counsel an opportunity to review all legal papers to be submitted prior to their submission. The Company and the applicable Purchaser will render to the other party such assistance as may be reasonably required in order to insure the proper and adequate defense thereof and shall furnish such records, information and testimony and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested by the other party in connection therewith; provided, however, that notwithstanding anything to the contrary in this Agreement, no party shall be required to disclose any information to the other party or its counsel, accountants or representatives, if doing so would be reasonably expected to violate any Law to which such Person is subject or could jeopardize (in the reasonable discretion of the disclosing party) any attorney-client privilege available with respect to such information.

(iv) If the Reg Rights Indemnifying Person controls the defense of and defends any Third-Party Reg Rights Claim under this Section 9.1(j), the Reg Rights Indemnifying Person shall have the right to effect a settlement of such Third-Party Reg Rights Claim on the Reg Rights Indemnified Person's behalf without the consent of the Reg Rights Indemnified Person; provided, that (A) such settlement does not involve any injunctive relief binding upon the Reg Rights Indemnified Person or any of its Affiliates, and (B) such settlement expressly and unconditionally releases the Reg Rights Indemnified Person and the other applicable Reg Rights Indemnified Persons (that is, each of the Company Registration Rights Indemnitees, if the Reg Rights Indemnified Person is a Company Registration Rights Indemnitee, and each of the Registration Rights Indemnitees, if the Reg Rights Indemnified Person is a Registration Rights Indemnitee) from all Liabilities with respect to such Third-Party Reg Rights Claim, without prejudice. If the Reg Rights Indemnified Person controls the defense of and defends any Third-Party Reg Rights Claim under this Section 9.1(j), the Indemnified Person shall have the right to effect a settlement of such Third-Party Reg Rights Claim with the consent of the Reg Rights Indemnifying Person (which consent shall not be unreasonably withheld, conditioned or delayed). No settlement by the Reg Rights Indemnified Person of such Third-Party Reg Rights Claim shall limit or reduce the right of any Reg Rights Indemnified Person to indemnity hereunder for all Damages they may incur arising out of or resulting from the Third-Party Reg Rights Claim to the extent indemnified in Section

9.1(h); provided, that such settlement is effected in accordance with this Section 9.1(j). As used in this Section 9.1, the term "settlement" refers to any consensual resolution of the claim in question, including by consent, decree or by permitting any judgment or other resolution of a claim to occur without disputing the same, and the term "settle" has a corresponding meaning.

(k) Resolution of Claims. Each Notice of Reg Rights Claim given by an Reg Rights Indemnified Person shall be resolved as follows:

(i) Admitted Claims. If, within twenty (20) Business Days after a Notice of Reg Rights Claim is delivered to the Reg Rights Indemnifying Person, the Reg Rights Indemnifying Person agrees in writing that Liability for such Claim is indemnified under Section 9.1(h)(i) or Section 9.1(h)(ii), as applicable, the full amount of the Damages specified in the Notice of Reg Rights Claim is agreed to, and that such Notice of Reg Rights Claim is timely, the Reg Rights Indemnifying Person shall be conclusively deemed to have consented to the recovery by the Reg Rights Indemnified Person of the full amount of Damages specified in the Notice of Reg Rights Claim; provided, that, to the extent the full amount of Damages is not known at the time such Notice of Reg Rights Claim is delivered, payment by the Reg Rights Indemnifying Person under this Section 9.1(k)(i) with respect to any speculative Damages shall not be due until the actual amount of such Damages is known.

(ii) Contested Claims. If the Reg Rights Indemnifying Person does not so agree in writing to such Notice of Reg Rights Claim or gives the Reg Rights Indemnified Person written notice contesting all or any portion of a Notice of Reg Rights Claim (a "Contested Claim") within the twenty (20) Business Day period specified in Section 9.1(k)(i), then such Contested Claim shall be resolved by a written settlement agreement executed by the Company and the applicable Purchaser.

(l) Brokers. For the avoidance of doubt, each Purchaser shall have the right to engage one or more brokers to effect any sale of the Purchased Shares.

(m) Rule 144.

(i) To the extent that a Purchaser's Purchased Shares are tradable without restriction pursuant to Rule 144 of the Securities Act, the Company will cause the removal of any restrictive legends from such Purchased Shares.

(ii) With a view to making available to each Purchaser the benefits of certain rules and regulations of the SEC which may permit the sale of the Registrable Securities that are shares of Series C Common Stock to the public without registration, the Company agrees to use its commercially reasonable best efforts to: (A) make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act or any similar or analogous rule promulgated under the Securities Act, at all times after the Closing Date; (B) file with the SEC, in a timely manner, all reports and other documents required of the Company under the Exchange Act; and (C) so long as the applicable Purchaser owns any Registrable Securities, furnish

to such Purchaser forthwith upon request: a written statement by the Company as to its compliance with the reporting requirements of Rule 144 under the Securities Act, and of the Exchange Act; a copy of the most recent annual or quarterly report of the Company; and such other reports and documents as such Purchaser may reasonably request in availing itself of any rule or regulation of the SEC allowing it to sell any such Common Stock without registration.

(n) Termination of Registration Rights. This Section 9.1 (other than Section 9.1(c), Sections 9.1(h)-(k) and Section 9.1(m)) will terminate on the date on which all Purchased Shares subject to this Agreement cease to be Registrable Securities.

ARTICLE X

INDEMNIFICATION

SECTION 10.1 Indemnification. The Company agrees to indemnify and hold harmless each Purchaser and each of its respective members, directors, limited and general partners, managers, officers, employees and controlling persons, and each of their respective successors and assigns (collectively, the "Indemnified Persons" and each individually, an "Indemnified Person") from and against any and all losses, claims, damages, demands and liabilities, joint or several, or actions or proceedings in respect thereof, brought by or against any person (collectively, "Losses"), relating to or arising out of any pending or threatened Action brought by or on behalf of the shareholders of the Target, the Company or Charter (each such Action, a "Shareholder Action"). Except as provided in Section 10.2 below, the Company agrees to reimburse each Indemnified Person promptly upon request for all reasonable and documented costs and expenses (including reasonable and documented fees, disbursements and other charges of legal counsel) as they are incurred in connection with investigating, preparing for, defending (including, with the Company's prior consent, counterclaims and impleading third parties) against or providing evidence in, any pending or threatened Shareholder Action (whether or not the Purchaser or any other Indemnified Person is a named party or witness, and whether or not any liability to any person results therefrom), including in connection with enforcing the terms hereof.

SECTION 10.2 Limitations. Notwithstanding the foregoing, the Company shall have no obligation to indemnify, hold harmless or promptly reimburse any Indemnified Person under this Agreement or other obligation to any Indemnified Person in respect of any Losses to the extent that such Losses are finally judicially determined to have resulted from the material breach of this Agreement of or by any Indemnified Person. In the event that it is determined that an Indemnified Person materially breached this Agreement, such Indemnified Person shall be obligated to reimburse the Company for any amounts previously paid by the Company or on behalf of such Indemnified Person. In case any proceeding shall be instituted in respect of which an Indemnified Person may seek indemnification, such Indemnified Person shall promptly notify the Company in writing, but the failure to so notify the Company will not relieve it from any Liability which it may have hereunder or otherwise, except to the extent such failure materially prejudices the Company's rights with respect to such proceeding.

SECTION 10.3 Defense of Third-Party Claims

(a) Subject to the provisions hereof, the Company on behalf of the Indemnified Party shall have the right, by providing written notice to the Indemnified Party, to elect to defend and control the defense of any litigation that is instituted or claim or demand that is asserted by any third party in respect of which indemnification may be sought under this Article X (a "Third Party Claim"), the costs and expenses incurred by the Company in connection with such defense (including attorneys' fees, other professionals' and experts' fees and court or arbitration costs) shall be paid by the Company. If the Company does not assume the defense of any such Third-Party Claim, the Indemnified Party may defend, or assume control of the defense of, any Third-Party Claim against the Company. The Indemnified Party (unless itself controlling the Third-Party Claim in accordance with this Section 10.3(a)) may participate, through counsel of its own choice and, except as provided herein, at its own expense, in the defense of any Third-Party Claim.

(b) Any party controlling the defense of any Third-Party Claim pursuant hereto shall: (i) conduct the defense of such Third-Party Claim with reasonable diligence and keep the other parties reasonably informed of material developments in the Third-Party Claim at all stages thereof; (ii) as promptly as reasonably practicable, submit to the other parties copies of all pleadings, responsive pleadings, motions and other similar legal documents and papers received or filed in connection therewith; (iii) permit the other parties and their counsel to confer on the conduct of the defense thereof; and (iv) permit the other parties and their counsel an opportunity to review all legal papers to be submitted prior to their submission; provided, however, that, notwithstanding anything to the contrary in this Agreement, no party shall be required to disclose any information to the other party or its counsel, accountants or representatives, if doing so would be reasonably expected to violate any Law to which such person is subject or could jeopardize (in the reasonable discretion of the disclosing party) any attorney-client privilege available with respect to such information.

SECTION 10.4 Settlement of Claims. The Company agrees that it will not, without the applicable Purchaser's prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any pending or threatened action, claim, suit, investigation or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not any Purchaser or any other Indemnified Person is an actual or potential party thereto) unless such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Person from all liability arising out of such action, claim, suit, investigation or proceeding and does not impose any monetary or financial obligation on any Indemnified Person or contain any admission of culpability or liability on the part of any Indemnified Person. The Company shall not be required to indemnify each Purchaser for any amount paid or payable by such Purchaser in the settlement of any action, proceeding or investigation entered into without the prior written consent of the Company. No Indemnified Person seeking indemnification, reimbursement or contribution under this Agreement will, without the Company's prior written consent (which consent shall not be unreasonably withheld or delayed), settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claim, suit, investigation or proceeding referred to herein.

SECTION 10.5 Contribution. If the foregoing indemnification provided for herein

is determined to be unavailable to an Indemnified Person for any reason (other than as specified in Section 10.2 or is insufficient to hold it harmless in respect of any Losses referred to herein, then, in lieu of indemnifying such Indemnified Person hereunder, the Company shall contribute to the amount paid or payable by such Indemnified Person as a result of such Losses (and expenses related thereto) (i) in such proportion as is appropriate to reflect the relative benefits to the Company, on the one hand, and to the applicable Purchaser, on the other hand, with respect to this Agreement or (ii) if the allocation provided by clause (i) of this paragraph is not available, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of each of the Company and the applicable Purchaser and any other relevant and equitable considerations.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1 Survival. The representations and warranties of the parties contained in this Agreement shall survive the Closing. All of the covenants or other agreements of the parties contained in this Agreement shall survive until fully performed or fulfilled.

SECTION 11.2 Notices. Any notices or other communications required or permitted under, or otherwise in connection with this Agreement, shall be in writing and shall be deemed to have been duly given (A) when delivered in person, (B) upon transmission when sent by facsimile transmission with written confirmation of

receipt, (C) upon transmission by electronic mail (but only if followed by transmittal of a copy thereof by (x) national overnight courier or (y) hand delivery with receipt, in each case, for delivery by the second (2nd) Business Day following such electronic mail), (D) on receipt after dispatch by registered or certified mail, postage prepaid and addressed, or (E) on the next Business Day if transmitted by national overnight courier, in each case as follows:

If to the Company:

Liberty Broadband Corporation
12300 Liberty Boulevard
Englewood, CO 80112
Attention: Richard N. Baer
Facsimile:
E-mail:

with a copy (which shall not constitute notice) to:

Baker Botts L.L.P.
30 Rockefeller Plaza
New York, NY 10112
Attention: Frederick McGrath
Renee L. Wilm
Facsimile: (212) 259-2500
E-mail:

If to any Purchaser, to the addresses set forth on Schedule I hereto.

SECTION 11.3 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of Delaware.

SECTION 11.4 Jurisdiction and Venue. The parties hereto hereby irrevocably submit to the jurisdiction of the Delaware Court of Chancery or, in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware, or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware. The parties hereto hereby consent to and grant the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, the United States District Court for the District of Delaware, jurisdiction over the person of such parties and, to the extent permitted by Law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 11.2 or in such other manner as may be permitted by Law shall be valid and sufficient service thereof. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 11.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings, agreements or representations by or among the parties hereto, or any of them, written or oral, in each case, with respect to the subject matter hereof.

SECTION 11.6 Assignment. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their respective successors and assigns. Except as provided below, no Purchaser shall assign this Agreement, or any rights or obligations hereunder, without the prior written consent of the Company; provided, that (x) a

Purchaser, at any time up until the seventh (7^{th}) day prior to the Closing Date, may assign this Agreement, in whole or in part, so long as it provides prompt written notice to the Company, and the rights and obligations hereunder, to any Affiliate of the Purchaser able to fulfill such Purchaser's obligations hereunder, including making the representations and warranties contained in Section 3.2 (provided, further that no such assignment shall prevent or materially impair or delay the consummation of the transactions contemplated hereby) and (y) the Company shall not assign this Agreement, or any rights or obligations hereunder, without the prior written consent of all the Purchasers, based on the Purchased Shares purchased hereunder. No assignment permitted pursuant to this Section 11.6 shall relieve Purchaser of its obligations hereunder except to the extent such obligations are actually fulfilled by such Affiliate assignee.

SECTION 11.7 Counterparts and Signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties hereto and delivered to the other parties, it being understood that all parties need not sign the same counterpart. This Agreement may be executed and delivered by facsimile or electronic mail transmission.

SECTION 11.8 Amendments and Waivers.

(a) No failure or delay on the part of the Company or any Purchaser in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

(b) The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless consented to in writing by the party against whom it shall be enforced.

(c) Notwithstanding anything to the contrary herein, the Company, without the consent of the Purchasers, may amend, modify or supplement this Agreement in order to substitute a Purchaser as to whom this Agreement has been terminated with a new party to step in the shoes of such terminated Purchaser for all purposes of this Agreement; provided that the rights of the other Purchasers party to this Agreement as of the date hereof shall not be adversely affected, in any material respect (for the avoidance of doubt, any change to the number of Purchased Shares to which any Purchaser is entitled to acquire hereunder shall be deemed to have a material adverse

effect on such Purchaser for this purpose).

SECTION 11.9 Interpretation. When reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement, unless otherwise indicated. The headings contained in this Agreement are for convenience of reference only and shall not affect

in any way the meaning or interpretation of this Agreement. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa. Any reference to any federal, state, local or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

SECTION 11.10 No Third-Party Beneficiaries. This Agreement is not intended, and shall not be deemed, to confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns or to otherwise create any third-party beneficiary hereto; provided, that the Related Parties are express third-party beneficiaries of this Agreement with respect to the provisions in which they are referenced and entitled to enforce each of the provisions hereof.

SECTION 11.11 Fees and Expenses. All fees and expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement shall be paid by the party or parties, as applicable, incurring such expenses.

SECTION 11.12 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be completed as originally contemplated to the fullest extent possible.

SECTION 11.13 Adjustments. Without limiting the other provisions of this Agreement, if at any time after the date of the Original Investment Agreement and prior to the Closing, the Company pays a dividend in, splits, combines into a smaller number of shares, or issues by reclassification any shares of the Company's Series C Common Stock (or undertakes any similar act), then the Price Per Share will be appropriately adjusted to provide to the Purchaser the same economic effect as contemplated by this Agreement prior to such action, and as so adjusted will, from and after the date of such event, be the Price Per Share, subject to further adjustment in accordance with this provision.

SECTION 11.14 Equitable Remedies.

(a) Neither rescission, set-off nor reformation of this Agreement shall be available as a remedy to any of the parties hereto. The parties hereto agree that irreparable damage would occur in the event any of the provisions of this Agreement were not to be performed in accordance with the terms hereof and that the parties shall be entitled, and each party hereby

consents, to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms hereof, without bonds or other security being required, in addition to any other remedies at Law or in equity. In the event that a party institutes any suit or action under this Agreement, including for specific performance or injunctive relief pursuant to this Section 11.14, the prevailing party in such proceeding shall be entitled to receive the costs incurred thereby in conducting the suit or action, including reasonable attorneys' fees and expenses.

(b) Notwithstanding anything that may be expressed or implied in this Agreement or any document or instrument delivered contemporaneously herewith, no person (other than the Company and each Purchaser and their respective permitted assigns (if any), to the extent provided in, and subject to the limitations of, this Agreement) shall have any obligation hereunder and, notwithstanding that such Purchaser or any of its permitted assigns may be a corporation, partnership or limited liability company, no person shall have any rights of recovery against, or recourse hereunder or in respect of any oral representations made or alleged to be made in connection herewith, against, any former, current and future direct or indirect equityholders, controlling persons, stockholders, directors, officers, employees, agents, Affiliates, members, managers, general or limited partners, financing sources, assignees, successors or predecessors or attorneys or other representatives of such Purchaser, or any of its successors or assigns, or any former, current and future direct or indirect equityholders, controlling persons, stockholders, directors, officers, employees, agents, Affiliates, members, managers, general or limited partners, financing sources, assignees, successors or predecessors or attorneys or other representatives or successors or assigns of any of the foregoing (each, a "Related Party" and together, the "Related Parties"), in each case, other than, for the avoidance of doubt, solely against Purchaser, to the extent provided in, and subject to the limitations contained in, this Agreement (collectively, the "Available Remedies"), whether by or through attempted piercing of the corporate veil, by or through any claim against any Related Party, by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any applicable Law, it being agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Related Party for any obligations of such Purchaser under this Agreement or in respect of any oral representations made or alleged to be made in connection herewith or therewith or for any claim (whether at law or equity or in tort, contract or otherwise) based on, in respect of, or by reason of such obligations or their creation (in each case, for the avoidance of doubt, other than in respect of the Available Remedies solely against such Purchaser). Under no circumstances shall any Purchaser (or any of its Related Parties or assignees) be liable hereunder for any special, incidental, consequential, indirect or punitive damages to any person, including the Company, the Company's equityholders or any of their respective Affiliates in respect of this Agreement.

SECTION 11.15 Certain Definitions. As used in this Agreement, the following terms have the meanings ascribed thereto below:

"Action" means any action, suit, claim, arbitration, proceeding, inquiry or investigation, by or before any Governmental Entity.

"Affiliate" means any Person that Controls, is Controlled by or is under common Control with the Person specified, and includes any investment fund or funds managed by the same manager or management company. For purposes of this definition, (i) the Company shall not be

deemed to be an Affiliate of any Purchaser or any of their respective Affiliates, and no Purchaser nor any of its Affiliates shall be deemed to be an Affiliate of the Company and (ii) the Company shall be deemed to be an Affiliate of Charter.

"Aggregate Purchase Price" means the Initial Commitment Amount less the Commitment Reduction Amount.

"Agreement" has the meaning set forth in the preamble to this Agreement.

"ASR Eligible" means the Company meets or is deemed to meet the eligibility requirements to file an ASRS as set forth in General Instruction I.D. to Form S-3.

"ASRS" means an "automatic shelf registration statement" as defined in Rule 405 promulgated under the Securities Act.

"Available Remedies" has the meaning set forth in Section 11.14(b) of this Agreement.

"Book-Entry System" has the meaning set forth in Section 1.1(e) of this Agreement.

"Business Day" means any day other than a Saturday, Sunday or a day on which banking institutions in the State of New York are authorized or obligated by Law or executive order to close.

"Charter" has the meaning set forth in the recitals to this Agreement.

"Charter Investment Agreement" has the meaning set forth in the recitals to this Agreement.

"Closing" has the meaning set forth in Section 1.1(b) of this Agreement.

"Closing Date" means the date of closing of the transactions contemplated by the Mergers Agreement.

"Coatue" has the meaning set forth in the preamble to this Agreement, and includes any Affiliate or Affiliates described in Section 11.6 to which this Agreement has been assigned.

"Coatue Initial Aggregate Purchase Price" has the meaning set forth in the recitals to this Agreement.

"Coatue Purchased Shares" means a number of shares of Company Stock equal to the product of (1) the number of Purchased Shares multiplied by (2) the quotient of (x) the Coatue Initial Aggregate Purchase Price divided by (y) the Initial Commitment Amount.

"Commitment Reduction Amount" means, following a Commitment Reduction Election by the Company, such amount as determined by the Company, in its sole discretion, which shall not exceed 25% of the Initial Commitment Amount, and which shall be applied pro rata across all Purchasers and all equity financing source parties to the Other Investment Agreements.

"Commitment Reduction Election" means the delivery by the Company of a notice to

each of the Purchasers that the Company has determined in its sole discretion to obtain a portion of the financing it needs to complete the New Charter Investment through the incurrence of indebtedness and other financing sources not related to the equity of the Company and indicating that the Board of Directors of the Company has determined in its reasonable judgment that such indebtedness or financing alternatives, after giving effect to the Commitment Reduction Election, provide the Company with a superior alternative for the Company to the transactions contemplated hereby without giving effect to the Commitment Reduction Election.

"Common Stock" has the meaning set forth in Section 2.1(c) of this Agreement.

"Company" has the meaning set forth in the preamble to this Agreement.

"Company Affiliates" has the meaning set forth in Section 8.1 of this Agreement

"Company Registration Rights Indemnitee" has the meaning set forth in Section 9.1(h)(ii) of this Agreement.

"Company Stock" means shares of Series C Common Stock and, if a Vote Failure Event occurs, shares of Preferred Stock.

"Computershare" has the meaning set forth in Section 1.1(e) of this Agreement.

"Control" means the power, directly or indirectly, to direct the management and policies of a Person, whether by ownership of voting securities, by contract or otherwise.

"Contested Claim" has the meaning set forth in Section 9.1(k)(ii) of this Agreement.

"controlling person" has the meaning set forth in Section 9.1(h)(i) of this Agreement.

"Damages" means any and all claims, demands, suits, actions, causes of actions, losses, costs, damages, liabilities, and out-of-pocket expenses incurred or paid, including reasonable attorneys' fees, costs of investigation or settlement, other professionals' and experts' fees, court or arbitration costs, but specifically excluding consequential damages, lost profits, indirect damages, punitive damages, exemplary damages and any taxes incurred as a result of any recovery received.

"Disclosure Package" means, with respect to any offering of Registrable Securities, (i) the preliminary Prospectus, (ii) each Free Writing Prospectus and (iii) all other information, in each case, that is deemed, under Rule 159 under the Securities Act, to have been conveyed to purchasers of securities at the time of sale of such securities.

"Effectiveness Period" has the meaning set forth in Section 9.1(d) of this Agreement.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder (as in effect on the date of this Agreement).

"Exchange Act Reports" has the meaning set forth in Section 3.1(e) of this Agreement.

"FIRPTA Certificate" has the meaning set forth in Section 1.1(d) of this Agreement.

"First Company Merger" has the meaning set forth in the recitals to this Agreement.

"Free Writing Prospectus" means any "free writing prospectus" as defined in Rule 405 under the Securities Act.

"Governmental Entity" means any United States or foreign (a) federal, state, local, municipal or other government, (b) governmental or quasi-governmental entity of any nature (including, without limitation, any governmental agency, branch, department, official or entity and any court or other tribunal) or (c) body exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, including, without limitation, any arbitral tribunal.

"Indemnified Person" has the meaning set forth in Section 10.1 of this Agreement.

"Information" has the meaning set forth in Section 8.1 of this Agreement.

"Initial Commitment Amount" means the sum of the LIC Initial Aggregate Purchase Price, the JANA Nirvana Initial Aggregate Purchase Price, the JANA Master Initial Aggregate Purchase Price, the Coatue Initial Aggregate Purchase Price.

"JANA Master" has the meaning set forth in the preamble to this Agreement, and includes any Affiliate or Affiliates described in Section 11.6 to which this Agreement has been assigned.

"JANA Master Initial Aggregate Purchase Price" has the meaning set forth in the recitals to this Agreement.

"JANA Master Purchased Shares" means a number of shares of Company Stock equal to the product of (1) the number of Purchased Shares multiplied by (2) the quotient of (x) the JANA Master Initial Aggregate Purchase Price divided by (y) the Initial Commitment Amount.

"JANA Nirvana" has the meaning set forth in the preamble to this Agreement, and includes any Affiliate or Affiliates described in Section 11.6 to which this Agreement has been assigned.

"JANA Nirvana Initial Aggregate Purchase Price" has the meaning set forth in the recitals to this Agreement.

"JANA Nirvana Purchased Shares" means a number of shares of Company Stock equal to the product of (1) the number of Purchased Shares multiplied by (2) the quotient of (x) the JANA Nirvana Initial Aggregate Purchase Price divided by (y) the Initial Commitment Amount.

"Law" means rule, regulation, statutes, orders, ordinance, guideline, code, or other legally enforceable requirement, including but not limited to common law, state, local and federal laws or securities laws and laws of foreign jurisdictions.

"Liability" means any and all debts, liabilities and obligations of any kind or nature, whether accrued or fixed, absolute or contingent, matured or unmatured, or determined or determinable.

"LIC" has the meaning set forth in the preamble to this Agreement, and includes any Affiliate or Affiliates described in Section 11.6 to which this Agreement has been assigned.

"LIC Initial Aggregate Purchase Price" has the meaning set forth in the recitals to this Agreement.

"LIC Purchased Shares" means a number of shares of Company Stock equal to the product of (1) the number of Purchased Shares multiplied by (2) the quotient of (x) the LIC Initial Aggregate Purchase Price divided by (y) the Initial Commitment Amount.

"Lien" means any and all pledges, liens, proxies, claims, charges, security interests, preemptive rights, voting trusts, voting agreements, options, rights of first offer or refusal and any other encumbrances whatsoever.

"Losses" has the meaning set forth in Section 10.1 of this Agreement.

"Material Adverse Effect" means any event, circumstance, change or effect, individually or in the aggregate, that (i) has a material adverse effect on the ability of the Company to consummate the transactions contemplated by this Agreement or (ii) is materially adverse to the business, condition (financial or otherwise), operations, assets or results of operations of the Company and its subsidiaries, taken as a whole, except any such event, circumstance, change or effect, to the extent resulting from:

(a) changes in the financial or securities markets or general economic or political conditions in the United States or any other market in which the Company and its Affiliates operate that affect the industries in which the Company and its Affiliates conduct their business (including changes in interest rates or the availability of credit financing, changes in exchange rates and any suspension of trading in securities (whether equity, debt, derivative or hybrid securities) generally on any securities exchange or over-the-counter-market operating in the United States or any other market in which the Company or its Affiliates operate) except to the extent that such changes materially and disproportionately have a greater adverse impact on the Company and its subsidiaries, taken as a whole, as compared to the adverse impact such changes have on the Company's competitors, but taking into account for purposes of determining whether a Material Adverse Effect has occurred only the materially disproportionate portion of the adverse impact,

(b) changes in national or international political conditions, including any engagement in hostilities or the occurrence of any acts of war, sabotage or terrorism or natural disasters in the United States occurring after the date of this Agreement except to the extent that such changes materially and disproportionately have a greater adverse impact on the Company and its subsidiaries, taken as a whole, as compared to the adverse impact such changes have on the Company's competitors, but taking into account for purposes of determining whether a Material Adverse Effect has occurred only the materially disproportionate portion of the adverse impact,

(c) the announcement of, or entry into, this Agreement, the Mergers Agreement or the consummation of the transactions contemplated hereby or thereby,

(d) any failure by the Company and its Affiliates to meet any internal or published budgets, projections, forecasts or predictions of financial performance for any period ending on or after the date of this Agreement (it being understood that the facts or occurrences giving rise or contributing to such failure that are not otherwise excluded from the definition of a "Material Adverse Effect" may be taken into account in determining whether there has been a Material Adverse Effect), or

(e) a change in the trading prices or volume of the Common Stock (it being understood that the facts or occurrences giving rise or contributing to such change that are not otherwise excluded from the definition of a "Material Adverse Effect" may be taken into account in determining whether there has been a Material Adverse Effect).

"Merger Subsidiary" has the meaning set forth in the recitals to this Agreement.

"Mergers Agreement" has the meaning set forth in the recitals to this Agreement.

"Modification Event" means a valid delivery by the Company of prior written consent to Charter pursuant to Section 4.6 of the Charter Investment Agreement that permits Charter to take the actions described in such Section 4.6.

"New Charter" has the meaning set forth in the recitals to this Agreement.

"New Charter Investment" has the meaning set forth in the recitals to this Agreement.

"No-FIRPTA Notice" has the meaning set forth in Section 8.7 of this Agreement.

"Notice of Reg Rights Claim" has the meaning set forth in Section 9.1(i)(i) of this Agreement.

"Other Investment Agreement" means any binding agreement, understanding or arrangement entered into on or about the date of the Original Investment Agreement with any other equity financing source providing for the acquisition of Company Stock.

"Original Investment Agreement" has the meaning set forth in the preamble to this Agreement.

"Permitted Transferee" means any Person who is a Controlled Affiliate of the Purchaser (i) to whom any Purchased Shares are Transferred and (ii) who executes an assumption of this Agreement in connection with such Transfer.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, business trust, joint stock company, trust, unincorporated organization or other entity or government or agency or political subdivision thereof.

"Preferred Stock" means the Series A Non-Convertible Redeemable Preferred Stock, par

value $.01 per share, of the Company (a summary of the material terms of which are set forth on Schedule II hereto).

"Price Per Share" means $56.23.

"Prospectus" means the prospectus included in a Registration Statement, as amended or supplemented by any prospectus supplement and by all other amendments thereto, including post-effective amendments, and all material incorporated by reference into such Prospectus.

"Proxy Statement" has the meaning set forth in Section 2.1(a) of this Agreement.

"Purchased Shares" means a whole number of duly authorized, validly issued, fully paid and non-assessable shares of Company Stock equal to the quotient, rounded down to the nearest whole share, of the Aggregate Purchase Price divided by the Price Per Share; provided, that, if a Vote Failure Event has occurred, the Purchased Shares shall be comprised of a number of shares of Company Stock determined as follows: (i) the product obtained by multiplying (A) a whole number of shares of Series C Common Stock equal to 19.9% of the total number of outstanding shares of Common Stock as of five (5) Business Days prior to the Closing Date, rounded down to the nearest whole share by (B) a fraction, with the (x) numerator equal to the Initial Commitment Amount and (y) the denominator equal to the sum of (1) the Initial Commitment Amount and (2) the total aggregate purchase price agreed to be paid by all equity financing source parties under the Other Investment Agreements (without taking into account reductions in connection with a Commitment Reduction Election), and (ii) a whole number of shares of Preferred Stock equal to the difference between the total number of Purchased Shares and the number of shares of Series C Common Stock determined pursuant to clause (i). For the avoidance of doubt, each Purchaser's portion of the Purchased Shares shall be comprised of the same ratio of shares of Preferred Stock and shares of Series C Common Stock as each other Purchaser's and each other equity financing source party to the Other Investment Agreement's portion of the Purchased Shares.

"Purchasers" has the meaning set forth in the preamble to this Agreement.

"Reg Rights Claim" has the meaning set forth in Section 9.1(i)(i) of this Agreement.

"Reg Rights Indemnified Person" has the meaning set forth in Section 9.1(i)(i) of this Agreement.

"Reg Rights Indemnifying Person" has the meaning set forth in Section 9.1(i)(i) of this Agreement.

"Registrable Securities" means the portion of Purchased Shares delivered to each Purchaser pursuant to this Agreement (as adjusted for stock splits, combinations, recapitalizations, exchange or readjustment of shares after the date hereof), provided that any such shares will not be Registrable Securities when (i) they are sold pursuant to a Registration Statement filed pursuant to Section 9.1 or (ii) they have otherwise been sold, transferred or otherwise disposed of by such Purchaser; provided, however, that in no event shall any shares of Preferred Stock constitute Registrable Securities.

"Registration Expenses" means (i) all expenses incurred by the Company in filing a Registration Statement including Registrable Securities, including, all registration and filing fees, fees and disbursements of counsel for the Company, SEC or FINRA registration and filing fees, expenses of the Company's independent accountants in connection with any regular or special reviews or audits incident to or required by any such registration, and all other expenses incident to the registration of the Registrable Securities, and (ii) the reasonable fees and disbursements of one counsel for all Purchasers and the equity financing source parties under the Other Investment Agreements named in any single Registration Statement, selected by such Purchasers and such equity financing source parties with the consent of the Company (which consent shall not be unreasonably withheld, delayed or conditioned), but shall not include Selling Expenses.

"Registration Rights Indemnitee" has the meaning set forth in Section 9.1(h)(i) of this Agreement.

"Registration Statement" means a registration statement on an appropriate form under the Securities Act covering the resale of the Registrable Securities by a Purchaser in open market transactions.

"Related Party" has the meaning set forth in Section 11.14 of this Agreement.

"Restricted Book Position" has the meaning set forth in Section 1.1(e) of this Agreement.

"SEC" means the U.S. Securities and Exchange Commission.

"Second Company Merger" has the meaning set forth in the recitals to this Agreement.

"Securities Act" means the U.S. Securities Act of 1933, as amended, and the rules and regulations of the SEC thereunder.

"Selling Expenses" means all discounts, selling commissions and stock transfer taxes applicable to the offer and sale of Registrable Securities.

"Series A Common Stock" has the meaning set forth in Section 2.1(c) of this Agreement.

"Series B Common Stock" has the meaning set forth in Section 2.1(c) of this Agreement.

"Series C Common Stock" means shares of the Company's Series C common stock, par value $.01 per share.

"settlement" and "settle" have the meanings set forth in Section 9.1(j)(iv) of this Agreement.

"Shareholder Action" has the meaning set forth in Section 10.1 of this Agreement.

"Stockholder Approval" has the meaning set forth in Section 2.1(a) of this Agreement.

"Stockholders Meeting" has the meaning set forth in Section 2.2(a) of this Agreement.

"Suspension Period" has the meaning set forth in Section 9.1(a)(iv) of this Agreement.

"Target" has the meaning set forth in the recitals to this Agreement.

"Termination Date" has the meaning set forth in Section 7.1(c) of this Agreement.

"Third-Party Claim" has the meaning set forth in Section 10.3 of this Agreement.

"Third-Party Reg Rights Claim" an Action brought or threatened (whether orally or in writing) by a third party against any Reg Rights Indemnified Person.

"Trading Day" means any day on which The Nasdaq Stock Market is open for regular trading of the Series C Common Stock.

"Transfer" means, when used as a noun, any direct or indirect, voluntary or involuntary, sale, disposition, hypothecation, mortgage, gift, pledge, assignment, attachment or other transfer (including the creation of any derivative or synthetic interest, including a participation or other similar interest) and, when used as a verb, voluntarily to directly or indirectly sell, dispose, hypothecate, mortgage, gift, pledge, assign, attach or otherwise transfer, in any case, whether by operation of Law or otherwise.

"Underwriter Cutback" has the meaning set forth in Section 9.1(a)(i) of this Agreement.

"USRPHC" has the meaning set forth in Section 1.1(d) of this Agreement.

"Vote Failure Event" means (i) the proposal relating to the approval, for purposes of Rule 5635(a) of the NASDAQ Stock Market Rules, of the issuance of shares of Series C Common Stock as contemplated hereby to each Purchaser and each equity financing source party under the Other Investment Agreements failing to receive the approval of a majority of the aggregate voting power represented by the shares of Series A Common Stock and Series B Common Stock present and entitled to vote at the Stockholders Meeting or any adjournment or postponement thereof, or (ii) the failure of such proposal to be presented for vote at a Stockholders Meeting on or before the twentieth (20th) Business Day prior to the consummation of the Mergers, solely by reason of legal or injunctive action taken by a court of competent jurisdiction.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

LIBERTY BROADBAND CORPORATION

By: /s/ Craig Troyer
Name: Craig Troyer
Title: Vice President

[LBC Amended and Restated Investment Agreement Signature Page]

LIBERTY INTERACTIVE CORPORATION

By: /s/ Craig Troyer
Name: Craig Troyer
Title: Vice President

[LBC Amended and Restated Investment Agreement Signature Page]

JANA NIRVANA MASTER FUND, L.P.

By: JANA Nirvana Capital LLC, its
General Partner

By: /s/ Nikhil Mittal
Name: Nikhil Mittal
Title: Authorized signatory

[LBC Amended and Restated Investment Agreement Signature Page]

JANA MASTER FUND, LTD.

By: JANA Partners LLC, its
Investment Manager

By: /s/ Nikhil Mittal
Name: Nikhil Mittal
Title: Partner

[LBC Amended and Restated Investment Agreement Signature Page]

COATUE OFFSHORE MASTER FUND, LTD.

By: Coatue Management, L.L.C.

By: /s/ Zachary Feingold
Name: Zachary Feingold
Title: Authorized Signatory

[LBC Amended and Restated Investment Agreement Signature Page]

List of Omitted Exhibits and Schedules

The following schedules to the Amended and Restated Investment Agreement, dated May 28, 2015, by and among Liberty Broadband Corporation, Liberty Interactive Corporation, JANA Nirvana Master Fund, Ltd., JANA Master Fund, Ltd. and Coatue Offshore Master Fund, Ltd. have not been provided herein:

Schedules

Schedule I — Notice Addresses

Schedule II — Term Sheet for Proposed Series A Non-Convertible Redeemable Senior Preferred Stock of Liberty Broadband Corporation

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Exhibit 10.6

AMENDED AND RESTATED INVESTMENT AGREEMENT

THIS AMENDED AND RESTATED INVESTMENT AGREEMENT, dated May 29, 2015 (this "Agreement"), is entered into by and between Liberty Broadband Corporation, a Delaware corporation (the "Company"), and Quantum Partners LP, a Cayman Islands exempted limited partnership (the "Purchaser"), and amends and restates in its entirety that certain Investment Agreement, dated as of May 24, 2015 (the "Original Investment Agreement"), by and between the Company and the Purchaser. Certain terms used in this Agreement are used as defined in Section 11.15.

RECITALS

WHEREAS, the parties hereto have entered into the Original Investment Agreement;

WHEREAS, the parties hereto desire to amend and restate the Original Investment Agreement;

WHEREAS, subject to the terms and conditions of this Agreement, Purchaser desires to purchase, and the Company desires to issue and sell to Purchaser, shares of Company Stock, for an aggregate purchase price of Five Hundred Million Dollars ($500,000,000.00) (the "Initial Purchase Price");

WHEREAS, Charter Communications, Inc., a Delaware corporation ("Charter"), has entered into an Agreement and Plan of Mergers, dated May 23, 2015 (the "Mergers Agreement"), with Time Warner Cable Inc., a Delaware corporation ("Target"), pursuant to which (i) CCH I, LLC, a Delaware limited liability company and a wholly owned subsidiary of Charter ("New Charter"), will be converted into a Delaware corporation in accordance with Section 265 of the General Corporation Law of the State of Delaware and Section 216 of the Limited Liability Company Act of the State of Delaware, (ii) a newly formed merger subsidiary will merge with and into Target (the "First Company Merger"), with Target as the surviving corporation in the First Company Merger, (iii) immediately following the First Company Merger, Target will be merged with and into a newly formed merger subsidiary (the "Second Company Merger"), with such merger subsidiary as the surviving company in the Second Company Merger and (iv) immediately following the consummation of the Second Company Merger, Charter shall be merged with and into a newly formed merger subsidiary and indirect wholly owned subsidiary of New Charter ("Merger Subsidiary"), with Merger Subsidiary surviving as an indirect wholly owned subsidiary of New Charter;

WHEREAS, the Company has entered into an Investment Agreement with Charter and New Charter, dated May 23, 2015 (the "Charter Investment Agreement"), pursuant to which New Charter will issue and sell to the Company, and the Company will purchase, shares of New Charter's Class A common stock, par value $0.001 per share, for a purchase price set forth in such agreement (the "New Charter Investment");

WHEREAS, the Company has entered into one or more Other Investment Agreements with certain other equity financing sources providing for the issuance and sale by the Company to such other equity financing sources of shares of Company Stock, with the aggregate purchase

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price under such agreements (the "Other Investment Agreements Aggregate Purchase Price") to be utilized for the New Charter Investment; and

WHEREAS, the Board of Directors of the Company or a duly authorized committee thereof has determined that it is in the best interests of the Company and its stockholders to enter into this Agreement and consummate the transactions contemplated hereby.

AGREEMENT

NOW THEREFORE, in consideration of the premises and for the mutual promises contained in this Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound, the parties hereby agree as follows:

ARTICLE I

PURCHASE AND SALE OF PURCHASED SHARES

SECTION 1.1 Purchase and Sale of the Purchased Shares.

(a) Upon the terms and subject to the conditions set forth herein, at the Closing, Purchaser shall subscribe for and purchase, and the Company shall issue and sell to Purchaser, the Purchased Shares, free and clear of any Lien (other than any restrictions created by Purchaser, and any restrictions on transfer arising under the Securities Act and state securities Laws).

(b) The closing of the purchase of the Purchased Shares (the "Closing") shall take place on the Closing Date after the satisfaction or, subject to applicable Law, waiver of the conditions set forth in Articles V and VI hereof (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction of those conditions), or on such other date as the Purchaser and the Company may mutually agree. The Closing shall be held at the offices of Baker Botts L.L.P., 30 Rockefeller Plaza, New York, New York 10112, at 9:00 a.m., New York City time, on the Closing Date, or at such place and time as the Purchaser and the Company shall agree.

(c) Two (2) Business Days prior to the Closing Date, the Company shall deliver to Purchaser a statement setting forth the wire transfer instructions for delivery of the Purchase Price.

(d) At the Closing the Company shall (i) issue and deliver to Purchaser (as provided in Section 1.1(e) below) the Purchased Shares, upon payment of the Purchase Price by wire transfer of immediately available funds on the Closing Date and (ii) unless the Company has timely delivered a No-FIRPTA Notice, deliver a certificate of the Company (a "FIRPTA Certificate"), duly executed by an officer of the Company, representing that it is not a United States real property holding corporation, as defined in Internal Revenue Code section 897(c)(2) ("USRPHC"), and it has no plan or intention to become a USRPHC.

(e) Purchaser's Purchased Shares shall be delivered by the Company to Purchaser on the Closing Date, against payment of the Purchase Price, in uncertificated form through the Direct Registration System (the "Book-Entry System") of Computershare Inc., the Company's transfer agent for the Series C Common Stock ("Computershare"). The Company shall cause Purchaser to receive on the Closing Date a written confirmation from Computershare of the restricted book position created through the Book-Entry System for the account of Purchaser (a "Restricted Book Position"), setting forth the Purchased Shares issued in the name of Purchaser.

ARTICLE II

PROXY MATERIALS AND STOCKHOLDERS MEETING

SECTION 2.1 Proxy Statement.

(a) Reasonably promptly after the date hereof, the Company shall prepare and file with the SEC a proxy statement on Schedule 14A for a special meeting of its stockholders (as amended or supplemented, the "Proxy Statement"). The Company shall include in the Proxy Statement a solicitation relating to the approval, for purposes of Rule 5635(a) of the NASDAQ Stock Market Rules, of the issuance of the shares of Series C Common Stock as contemplated hereby to Purchaser and other equity providers under the Other Investment Agreements (the "Stockholder Approval"). Prior to filing the Proxy Statement or any amendment or supplement thereto, the Company shall provide Purchaser with reasonable opportunity to review and comment on such proposed filing solely with respect to the Stockholder Approval and any information relating to Purchaser. If at any time prior to the Closing Date, any information should be discovered by any party hereto that should be set forth in an amendment or supplement to the Proxy Statement so that the Proxy Statement would not include any misstatement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the party that discovers such information shall promptly notify the other parties hereto and, to the extent required by applicable Law, an appropriate amendment or supplement describing such information shall be promptly filed by the Company with the SEC and, to the extent required by applicable Law, disseminated by the Company to the stockholders of the Company.

(b) The Company shall promptly notify Purchaser of the receipt of any comments from the SEC or the staff of the SEC and of any request by the SEC or the staff of the SEC for amendments or supplements to the Proxy Statement or for additional information and Purchaser and its counsel shall be given a reasonable opportunity to review and comment on any such amendment or supplements, and any related communications (including any responses to any comments of the SEC) prior to filing such documents or communications with the SEC. The Company shall supply Purchaser with copies of all correspondence between it or any of its representatives, on the one hand, and the SEC or the staff of the SEC, on the other hand, with respect to the Proxy Statement.

(c) The Company shall mail the Proxy Statement to the holders of its Series A common stock, par value $0.01 per share (the "Series A Common Stock"), and Series B

common stock, par value $0.01 per share (the "Series B Common Stock"), and the Series C Common Stock (together with the Series A Common Stock and the Series B Common Stock, the "Common Stock") as promptly as practicable after the SEC's review of the Proxy Statement is completed.

SECTION 2.2 Stockholders Meeting. The Company shall, as promptly as practicable after the SEC's review of the Proxy Statement is completed, duly call, give notice of, convene and hold a special meeting of its stockholders (the "Stockholders Meeting"). A proposal relating to the approval, for purposes of Rule 5635(a) of the NASDAQ Stock Market Rules, of the issuance of the shares of Series C Common Stock as contemplated hereby to Purchaser and the equity providers under the Other Investment Agreements shall be presented to the stockholders of the Company at the Stockholders Meeting for approval. Subject to the fiduciary duties of the Company's directors under Delaware Law as determined by a majority of such directors after consultation with its outside legal counsel, the Board of Directors of the Company will recommend that the stockholders of the Company's Series A Common Stock and Series B Common Stock vote at the Stockholders Meeting in favor of such proposal, and the Company will use reasonable best efforts to solicit from such stockholders proxies in favor of such proposal. It is understood and agreed that if a Vote Failure Event occurs, Purchaser shall, in lieu of acquiring the applicable number of shares of Series C Common Stock under this Agreement, instead acquire shares of Series C Common Stock and/or Preferred Stock on the terms and subject to the conditions contained herein.

SECTION 2.3 Publicity. This Agreement and the identity of Purchaser and its Affiliates (including the Soros Affiliates) shall be treated as confidential and this Agreement and the identity of Purchaser and its Affiliates (including the Soros Affiliates) shall not be used, circulated, quoted or otherwise referred to in any document except with the prior written consent of Purchaser; provided, that any party hereto or the Company may disclose the existence and terms of this Agreement to its directors, officers, advisors, employees, accountants and other representatives (provided that such party shall ensure that such directors, officers, advisors, employees, accountants and other representatives maintain the confidentiality of such information on terms substantially identical to the terms contained in this Section 2.3). No press release or public announcement concerning this Agreement or the transactions contemplated hereby will be issued (x) by Purchaser or any of its Affiliates, without the prior consent of the Company, or (y) by the Company or any of its Affiliates, except, in each case, as such release, filing or announcement may be required by applicable Law or the rules of, or listing agreement with, any national securities exchange on which the securities of such Person or any of its Affiliates are listed or traded, in which case, the Person required to make the release, filing or announcement will, to the extent practicable, allow the other party reasonable time to comment on such release or announcement in advance of such issuance. Notwithstanding the foregoing, the Company acknowledges that the identity of Purchaser and its Affiliates (including the Soros Affiliates) shall not be disclosed in any press release or public announcement issued in connection with the execution of this Agreement, the Other Investment Agreement or the Mergers Agreement, or in any Current Report on Form 8-K filed in connection therewith.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

SECTION 3.1 Representations and Warranties of the Company. The Company hereby represents and warrants to Purchaser that:

(a) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware. The Company has all requisite corporate power and authority to own or lease all of its properties and assets and to carry on its business as presently conducted and to execute and deliver this Agreement, and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action and no other corporate proceedings on the part of the Company are necessary to authorize the execution, delivery and performance by the Company of this Agreement or the consummation by the Company of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Company and, assuming due authorization, execution and delivery hereof by Purchaser, such agreement constitutes a legal, valid and binding obligation of the Company, enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(b) The only vote of the holders of any class or series of capital stock of the Company required to approve the issuance of the shares of Series C Common Stock contemplated hereby is the approval of the Stockholder Approval by a majority of the aggregate voting power represented by the shares of Series A Common Stock and Series B Common Stock present and entitled to vote at the Stockholders Meeting or any adjournment or postponement thereof. No other approval of the stockholders of the Company is required to consummate any of the transactions contemplated hereby, including any issuance of Preferred Stock if a Vote Failure Event occurs.

(c) The Purchased Shares will be duly authorized, validly issued, fully paid and non-assessable and will have the terms and conditions and entitle the holders thereof to the rights set forth in this Agreement or in the certificate of incorporation of the Company, as applicable. The Purchased Shares will not be issued in violation of any preemptive rights or any rights of first offer, first refusal, tag-along rights or other similar rights or restrictions in favor of any other person, and Purchaser will acquire the Purchased Shares free and clear of any Lien (other than any restrictions created by Purchaser, and any restrictions on transfer arising under the Securities Act and state securities Laws).

(d) The execution and delivery by the Company of this Agreement, the issue and sale of the Purchased Shares and the compliance by the Company with all of the provisions of this Agreement and the consummation of the transactions herein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both) under, or give

rise to a right of termination, cancelation or acceleration of any obligation or to the loss of a benefit under, or result in the creation of any Lien upon any of the properties or assets of the Company or any of its Subsidiaries under any provision of (i) any indenture, mortgage, deed of trust, loan agreement, license, lease, note, debenture, bond or other agreement, arrangement, understanding or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, (ii) any provisions of the Restated Certificate of Incorporation of the Company or the Bylaws of the Company or (iii) assuming the accuracy of, and Purchaser's compliance with, the representations, warranties and agreements of Purchaser herein, any Law or statute or any order, rule or regulation of any Governmental Entity having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation, Lien or default that would not, individually or in the aggregate, reasonably be expected to (x) prevent or materially impair or delay the performance by the Company of its obligations under this Agreement or the consummation of the transactions contemplated hereby, or (y) impair Purchaser's full rights of ownership to the Purchased Shares; and no notice to, declaration or filing with, review by, or consent, approval, authorization, order, waiver, registration or qualification of or with any such Governmental Entity is required for the issue and sale of the Purchased Shares or the consummation by the Company of the transactions contemplated by this Agreement.

(e) The forms, reports, statements, schedules and other materials the Company was required to file with the SEC pursuant to the Exchange Act or other federal securities Laws since October 24, 2014 (the "Exchange Act Reports"), when they were filed with the SEC, conformed in all material respects to the applicable requirements of the Exchange Act and the applicable rules and regulations of the SEC thereunder; and no such documents were filed with the SEC since the SEC's close of business on the Business Day immediately prior to the date of this Agreement. The Exchange Act Reports did not, as of their respective dates, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Company has filed all Exchange Act Reports required to be filed by the Company pursuant to the Exchange Act since January 1, 2014.

(f) None of the information contained in the Proxy Statement will at the time of the mailing of the Proxy Statement to the stockholders of the Company, at the time of any amendments thereof or supplements thereto and at the time of the Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided that no representation is made by the Company with respect to statements made or incorporated by reference therein based on information supplied in writing by Purchaser or any of its Affiliates expressly for inclusion in the Proxy Statement. The Proxy Statement will comply as to form in all material respects with the Exchange Act.

(g) As of the date hereof, there is no action, suit, investigation or proceeding pending or, to the knowledge of the Company, threatened against the Company or any of its Affiliates that questions the validity of this Agreement, the transactions contemplated hereby, the Purchased Shares or any action to be taken by the Company pursuant hereto, which could reasonably be expected to (i) prevent or materially impair or delay the performance by the Company of its obligations under this Agreement or the consummation of the transactions contemplated hereby, or (ii) impair Purchaser's full rights of ownership to the Purchased Shares.

(h) Assuming the accuracy of, and Purchaser's compliance with, the representations, warranties and agreements of Purchaser herein, no registration under the Securities Act of the offer and sale of the Purchased Shares in accordance with the terms of this Agreement is required.

SECTION 3.2 Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to the Company (as to itself) that:

(a) Purchaser has been duly organized and is validly existing as an exempted limited partnership in good standing (to the extent such concept exists in the relevant jurisdiction) under the Laws of the jurisdiction of its formation. Purchaser has all requisite organizational power and authority to execute and deliver this Agreement, and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Purchaser of this Agreement and the consummation by Purchaser of the transactions contemplated hereby have been duly authorized and approved by all necessary organizational action and no other organizational proceedings on the part of Purchaser are necessary to authorize the execution, delivery and performance by Purchaser of this Agreement or the consummation by Purchaser of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Purchaser and, assuming due authorization, execution and delivery hereof by the Company, such agreement constitutes a legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(b) The execution and delivery by Purchaser of this Agreement and Purchaser's compliance with all of the provisions of this Agreement and the consummation of the transactions herein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancelation or acceleration of any obligation or to the loss of a benefit under, or result in the creation of any Lien upon any of the properties or assets of the Purchaser under (i) any indenture, mortgage, deed of trust, loan agreement, license, lease, note, debenture, bond or other agreement, arrangement, understanding or instrument to which it or any of its subsidiaries is a party or by which it or any of its subsidiaries is bound or to which any of its or its subsidiaries' property or assets is subject, (ii) any provisions of Purchaser's organizational documents or (iii) assuming the accuracy of, and Company's compliance with, the representations, warranties and agreements of the Company herein, any Law or statute or any order, rule or

regulation of any Governmental Entity having jurisdiction over it or any of its subsidiaries or any of their properties, except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation, Lien or default that would not, individually or in the aggregate, reasonably be expected to prevent or materially impair or delay the performance by Purchaser of its obligations under this Agreement or the consummation of the transactions contemplated hereby; and no notice to, declaration or filing with, review by, or consent, approval, authorization, order, waiver, registration or qualification of or with any such Governmental Entity is required for the consummation by Purchaser of the transactions contemplated by this Agreement.

(c) None of the information supplied in writing by Purchaser or any of its Affiliates expressly for inclusion in the Proxy Statement will at the time of the mailing of the Proxy Statement to the stockholders of the Company and at the time of the Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) Purchaser (i) is an "accredited investor" (as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act), (ii) understands that the offer and sale of the Purchased Shares pursuant to this Agreement is intended to be exempt from the prospectus delivery and registration requirements under the

Securities Act and that any transaction advice of a Restricted Book Position (and the related records of Computershare) will bear the legend set forth in Section 4.1 hereof, (iii) has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Purchased Shares, (iv) is acquiring the Purchased Shares for its own account, for investment and not with a view to the public for resale or distribution thereof in violation of any federal, state or foreign securities Law, (v) understands that the Purchased Shares will be offered and sold in a transaction exempt from the registration or qualification requirements of the Securities Act and applicable state securities Laws, and that such securities must be held indefinitely unless a subsequent disposition thereof is registered or qualified under the Securities Act and applicable state securities Laws or is exempt from such registration or qualification and (vi) is capable of bearing the economic risk of (A) an investment in the Purchased Shares and (B) a total loss in respect of such investment.

(e) Purchaser will have on the Closing Date sufficient funds to purchase the Purchased Shares.

ARTICLE IV

RESTRICTIONS ON TRANSFER; COMPLIANCE WITH SECURITIES ACT

SECTION 4.1 Restrictive Legend. Any transaction advice from Computershare (or any successor transfer agent) with respect to a Restricted Book Position, including as to any securities issued in respect of Purchased Shares upon any stock split, stock dividend, recapitalization, merger, consolidation or similar event, shall bear a legend or notation in

substantially the following form (in addition to any legends or notations required under applicable state securities Laws):

"THE SECURITIES SHOWN ON THIS REPORT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND, UNLESS SO REGISTERED, THEY MAY NOT BE SOLD, OFFERED FOR SALE, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF SUCH ACT AND APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION."

Purchaser consents to the Company giving instructions to its transfer agent which implement the restrictions on transfer established in this Article.

ARTICLE V

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE COMPANY TO ISSUE THE PURCHASED SHARES

The obligations of the Company to issue the Purchased Shares to Purchaser and consummate the transactions contemplated by Article I of this Agreement on the Closing Date with respect to Purchaser shall be subject to the satisfaction or waiver at the Closing by the Company of the following conditions:

SECTION 5.1 Representations and Warranties; Covenants and Agreements.

(a) The representations and warranties of Purchaser contained in this Agreement and in any certificate or document executed and delivered by Purchaser pursuant to this Agreement, in each case, without giving effect to any limitation as to materiality set forth herein or therein, shall be true and accurate in all material respects on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, except for those representations and warranties which address matters only as of a particular date, which representations and warranties, without giving effect to any limitation as to materiality set forth herein or therein, shall have been true and correct in all material respects as of such particular date, and the Company shall have received a certificate, dated the Closing Date, signed by Purchaser to such effect.

(b) Purchaser shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date and the Company shall have received a certificate, dated the Closing Date, signed by Purchaser to such effect.

SECTION 5.2 Illegality. There shall not be in effect any Law, statute, rule, regulation or order of any Governmental Entity that prohibits or makes illegal the transactions contemplated by Article I of this Agreement.

SECTION 5.3 Litigation. There shall be no litigation pending or threatened by any Governmental Entity that seeks to enjoin, restrain or prohibit the consummation of the transactions contemplated by Article I of this Agreement.

SECTION 5.4 Payment for the Purchased Shares. Purchaser shall have made payment of the Purchase Price for the Purchased Shares, as provided herein.

SECTION 5.5 The Mergers Agreement. Each condition set forth in Sections 9.01, 9.02 and 9.03 of the Mergers Agreement to the obligations of each of the parties to the Mergers Agreement to effect the transactions contemplated by the Mergers Agreement at the closing thereof has been satisfied or is capable of being satisfied at the closing of the Mergers Agreement and the closing of the transactions contemplated by the Mergers Agreement shall have occurred.

SECTION 5.6 Charter Investment Agreement. The closing of the transactions contemplated by the Charter Investment Agreement shall have occurred.

ARTICLE VI

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF PURCHASER TO PURCHASE THE PURCHASED SHARES

The obligations of Purchaser to purchase the Purchased Shares from the Company and consummate the transactions contemplated by Article I of this Agreement on the Closing Date shall be subject to the satisfaction or waiver at the Closing by Purchaser of the following conditions:

SECTION 6.1 Representations and Warranties; Covenants and Agreements.

(a) The representations and warranties of the Company contained in this Agreement and in any certificate or document executed and delivered by the Company pursuant to this Agreement, in each case, without giving effect to any limitation as to materiality set forth herein or therein, shall be true and accurate in all material respects on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, except for those representations and warranties which address matters only as of a particular date, which representations and warranties shall, without giving effect to any limitation as to materiality set forth herein or therein, have been true and correct in all material respects as of such particular date, and Purchaser shall have received a certificate, dated the Closing Date, signed by the Company to such effect.

(b) The Company shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or

complied with by the Company on or prior to the Closing Date and Purchaser shall have received a certificate, dated the Closing Date, signed by the Company to such effect.

SECTION 6.2 No Material Adverse Change. No event, circumstance, change or effect shall have occurred which has had or would be reasonably expected to have a Material Adverse Effect.

SECTION 6.3 Illegality. There shall not be in effect any Law, statute, rule, regulation or order of any Governmental Entity that prohibits or makes illegal the transactions contemplated by Article I of this Agreement.

SECTION 6.4 Litigation. There shall be no litigation pending or threatened by any Governmental Entity that seeks to enjoin, restrain or prohibit the consummation of the transactions contemplated by Article I of this Agreement.

SECTION 6.5 Delivery of the Purchased Shares. The Company shall have delivered or caused to be delivered to Purchaser the Purchased Shares, as provided in Article I of this Agreement.

SECTION 6.6 The Mergers Agreement. The closing of the transactions contemplated by the Mergers Agreement shall have occurred.

SECTION 6.7 Charter Investment Agreement. The closing of the transactions contemplated by the Charter Investment Agreement shall have occurred.

ARTICLE VII

TERMINATION

SECTION 7.1 Termination of Agreement. This Agreement may be terminated prior to the Closing as follows:

(a) by mutual written consent of the Company and Purchaser;

(b) by the Company if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Purchaser set forth in this Agreement shall have occurred that would cause any of the conditions to Closing set forth in Article V not to be satisfied (or capable of being satisfied) at the Closing;

(c) by Purchaser or the Company if there shall be in effect a final non-appealable order of a Governmental Entity of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions between Purchaser and the Company contemplated by Article I hereof; it being agreed that the parties hereto shall promptly appeal any adverse determination which is not non-appealable (and pursue such appeal with reasonable diligence);

(d) by Purchaser by delivering written notice of such termination within fifteen (15) days following the occurrence of a Modification Event;

(e) by Purchaser or the Company if the Closing Date shall not have occurred on or before the second anniversary of the Mergers Agreement (the "Termination Date"); provided, however, that the right to terminate this Agreement pursuant to this Section 7.1(e) shall not be available to the party seeking to terminate if any action of such party or the failure of such party to perform any of its obligations under this Agreement required to be performed at or prior to the Closing Date has been the primary cause of the failure of the Closing Date to occur on or before the Termination Date and such action or failure to perform constitutes a breach of this Agreement;

(f) by Purchaser upon the enactment or entry of any order (whether preliminary or permanent but not a temporary restraining order) by any federal, state or local court or other Governmental Entity of competent jurisdiction in connection with any litigation, action, suit, hearing or adversarial proceeding (whether civil, criminal or administrative) by the Company or any of its Affiliates against Purchaser or any Related Party (as defined below) thereof relating to this Agreement, the Mergers Agreement, the New Charter Investment or any of the transactions contemplated hereby or thereby; or

(g) the termination of the Mergers Agreement in accordance with its terms.

SECTION 7.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 7.1, written notice thereof shall be given to the other parties, the rights and obligations of the parties as to which such termination is effective under this Agreement (to the extent any such rights and obligations remain unsatisfied as of such date) shall become null and void, and the purchase of the Purchased Shares by the Purchaser hereunder shall be abandoned, without further action by Purchaser or the Company. In the event that this Agreement is terminated as provided herein, then each of the parties as to which such termination is effective shall be relieved of their duties and obligations with respect to the purchase of the Purchased Shares by the Purchaser arising under this Agreement after the date of such termination and such termination shall be without Liability to Purchaser or the Company; provided, however, that nothing in this Section 7.2 shall relieve Purchaser or the Company of any Liability for a breach of this Agreement.

ARTICLE VIII

COVENANTS

SECTION 8.1 Non-Reliance. Purchaser acknowledges and agrees that: (i) the Company and its Affiliates and their respective directors, officers, employees, partners, members, shareholders and agents (collectively, the "Company Affiliates") may be, and Purchaser is proceeding on the assumption that the Company Affiliates are, in possession of material, non-public information concerning the Company and its Affiliates (the "Information"), which is not or may not be known to Purchaser; (ii) no Company Affiliate has made, and Purchaser disclaims the existence of or its reliance on, any representation by a Company Affiliate concerning the Company or the transactions contemplated hereby (except for the representations and warranties set forth in this Agreement); (iii) except for the representations and warranties set forth in this Agreement, Purchaser is not relying on any disclosure or non-disclosure of the Information made or not made, or the completeness thereof, in connection with or arising out of the transactions

contemplated hereby, and therefore has no claims against any Company Affiliate with respect thereto; (iv) if any such claim may exist, Purchaser, recognizing its disclaimer of reliance and the Company's reliance on such disclaimer as a condition to entering into this Agreement and the transactions contemplated hereby, covenants and agrees not

to assert it against any Company Affiliate; and (v) the Company shall have no Liability, and Purchaser waives and releases any such claim that it might have against any Company Affiliate, whether under applicable securities Law or otherwise, based on a Company Affiliate's knowledge, possession or non-disclosure to Purchaser of the Information.

SECTION 8.2 Reasonable Best Efforts. Each party hereto shall cooperate with the other parties and use its respective reasonable best efforts to promptly take, or cause to be taken, all actions, and do, or cause to be done, all things, necessary, proper or advisable to cause the conditions to Closing to be satisfied as promptly as practicable and to consummate and make effective, in the most expeditious manner practicable, the transactions and perform the covenants contemplated by this Agreement.

SECTION 8.3 Other Rights. The Company agrees that in the event the Company enters into any Other Investment Agreement, the economic and other material terms of such agreement, taken as a whole, shall be the same as, or less favorable to, the equity financing source party to the Other Investment Agreement, compared to the economic and other material terms, taken as a whole, granted to Purchaser pursuant to this Agreement.

SECTION 8.4 Use of Proceeds. The Company shall use the proceeds of the Purchase Price for the New Charter Investment.

SECTION 8.5 Commitment Reduction Election.(a) The Company shall provide notice promptly to Purchaser of its determination to effect a Commitment Reduction Election, but in no event later than the ninetieth (90^{th}) day prior to the Company's good faith estimate of the Closing Date.

(b) If the Company elects to effect a Commitment Reduction Election, Purchaser's Initial Purchase Price shall be reduced by an amount equal to the product obtained by multiplying (x) the Commitment Reduction Amount by (y) a fraction with (i) the numerator equal to the Initial Purchase Price and (ii) the denominator equal to the Initial Commitment Amount (such Initial Purchase Price, as reduced pursuant to this Section 8.5, the "Purchase Price").

(c) If the Company does not elect to effect a Commitment Reduction Election, the Initial Purchase Price shall be the "Purchase Price".

SECTION 8.6 FIRPTA Representation. At least fifteen (15) Business Days prior to the Closing Date, the Company will give notice to the Purchaser if the Company will not be able to deliver the FIRPTA Certificate at Closing (the "No-FIRPTA Notice"). If the Company gives the Purchaser a No-FIRPTA Notice, the Purchaser may elect, by written notice to the Company at least five (5) Business Days prior to the Closing Date, to reduce the number of Purchased Shares acquired at the Closing to the largest number of Purchased Shares that will result in no portion of the Purchased Shares being treated as a "United States real property interest" within the meaning

of Internal Revenue Code section 897(c) and the Treasury regulations promulgated thereunder on the date of the Closing, and the Purchase Price shall be correspondingly reduced.

SECTION 8.7 Modification Event. Promptly following the occurrence of a Modification Event, the Company shall provide written notice thereof to Purchaser.

ARTICLE IX

REGISTRATION RIGHTS

SECTION 9.1 Registration Rights. As a material condition to Purchaser entering into this Agreement, the Company has agreed to grant to Purchaser certain registration rights with respect to the shares of Series C Common Stock. On the Closing Date, Purchaser and the Company shall enter into a registration rights agreement to provide Purchaser with the registration rights set forth on Schedule I hereto and with such other customary terms and conditions that are reasonably acceptable to the Company and Purchaser.

ARTICLE X

INDEMNIFICATION

SECTION 10.1 Indemnification. The Company agrees to indemnify and hold harmless Purchaser and each of its members, directors, limited and general partners, managers, officers, employees and controlling persons, and each of their respective successors and assigns (including, for the avoidance of doubt, the Soros Affiliates) (collectively, the "Indemnified Persons" and each individually, an "Indemnified Person") from and against any and all losses, claims, damages, demands and liabilities, joint or several, or actions or proceedings in respect thereof, brought by or against any person (collectively, "Losses"), relating to or arising out of any pending or threatened Action brought by or on behalf of the shareholders of the Target, the Company or Charter (each such Action, a "Shareholder Action"). Except as provided in Section 10.2 below, the Company agrees to reimburse each Indemnified Person promptly upon request for all reasonable and documented costs and expenses (including reasonable and documented fees, disbursements and other charges of legal counsel) as they are incurred in connection with investigating, preparing for, defending (including, with the Company's prior consent, counterclaims and impleading third parties) against or providing evidence in, any pending or threatened Shareholder Action (whether or not the Purchaser or any other Indemnified Person is a named party or witness, and whether or not any liability to any person results therefrom), including in connection with enforcing the terms hereof.

SECTION 10.2 Limitations. Notwithstanding the foregoing, the Company shall have no obligation to indemnify, hold harmless or promptly reimburse any Indemnified Person under this Agreement or other obligation to any Indemnified Person in respect of any Losses to the extent that such Losses are finally judicially determined to have resulted from the material breach of this Agreement of or by any Indemnified Person. In the event that it is determined that an Indemnified Person materially breached this Agreement, such Indemnified Person shall be obligated to reimburse the Company for any amounts

previously paid by the Company or on behalf of such Indemnified Person. In case any proceeding shall be instituted in respect of which an Indemnified Person may seek indemnification, such Indemnified Person shall promptly notify the Company in writing, but the failure to so notify the Company will not relieve it from any Liability which it may have hereunder or otherwise, except to the extent such failure materially prejudices the Company's rights with respect to such proceeding.

SECTION 10.3 Defense of Third-Party Claims

(a) Subject to the provisions hereof, the Company on behalf of the Indemnified Party shall have the right, by providing written notice to the Indemnified Party, to elect to defend and control the defense of any litigation that is instituted or claim or demand that is asserted by any third party in respect of which indemnification may be sought under this Article 10 (a "Third Party Claim"), the costs and expenses incurred by the Company in connection with such defense (including attorneys' fees, other professionals' and experts' fees and court or arbitration costs) shall be paid by the Company. If the Company does not assume the defense of any such Third-Party Claim, the Indemnified Party may defend, or assume control of the defense of, any Third-Party Claim against the Company. The Indemnified Party (unless itself controlling the Third-Party Claim in accordance with this Section 10.3(a)) may participate, through counsel of its own choice and, except as provided herein, at its own expense, in the defense of any Third-Party Claim.

(b) Any party controlling the defense of any Third-Party Claim pursuant hereto shall: (i) conduct the defense of such Third-Party Claim with reasonable

diligence and keep the other parties reasonably informed of material developments in the Third-Party Claim at all stages thereof; (ii) as promptly as reasonably practicable, submit to the other parties copies of all pleadings, responsive pleadings, motions and other similar legal documents and papers received or filed in connection therewith; (iii) permit the other parties and their counsel to confer on the conduct of the defense thereof; and (iv) permit the other parties and their counsel an opportunity to review all legal papers to be submitted prior to their submission; provided, however, that, notwithstanding anything to the contrary in this Agreement, no party shall be required to disclose any information to the other party or its counsel, accountants or representatives, if doing so would be reasonably expected to violate any Law to which such person is subject or could jeopardize (in the reasonable discretion of the disclosing party) any attorney-client privilege available with respect to such information.

SECTION 10.4 Settlement of Claims. The Company agrees that it will not, without the Purchaser's prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any pending or threatened action, claim, suit, investigation or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the Purchaser or any other Indemnified Person is an actual or potential party thereto) unless such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Person from all liability arising out of such action, claim, suit, investigation or proceeding and does not impose any monetary or financial obligation on any Indemnified Person or contain any admission of culpability or liability on the part of any Indemnified Person. The Company shall not be required to indemnify the Purchaser for any

amount paid or payable by the Purchaser in the settlement of any action, proceeding or investigation entered into without the prior written consent of the Company. No Indemnified Person seeking indemnification, reimbursement or contribution under this Agreement will, without the Company's prior written consent (which consent shall not be unreasonably withheld or delayed), settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claim, suit, investigation or proceeding referred to herein.

SECTION 10.5 Contribution. If the foregoing indemnification provided for herein is determined to be unavailable to an Indemnified Person for any reason (other than as specified in Section 10.2 or is insufficient to hold it harmless in respect of any Losses referred to herein, then, in lieu of indemnifying such Indemnified Person hereunder, the Company shall contribute to the amount paid or payable by such Indemnified Person as a result of such Losses (and expenses related thereto) (i) in such proportion as is appropriate to reflect the relative benefits to the Company, on the one hand, and to the Purchaser, on the other hand, with respect to this Agreement or (ii) if the allocation provided by clause (i) of this paragraph is not available, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of each of the Company and the Purchaser and any other relevant and equitable considerations.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1 Survival. The representations and warranties of the parties contained in this Agreement shall survive the Closing. All of the covenants or other agreements of the parties contained in this Agreement shall survive until fully performed or fulfilled.

SECTION 11.2 Notices. Any notices or other communications required or permitted under, or otherwise in connection with this Agreement, shall be in writing and shall be deemed to have been duly given (A) when delivered in person, (B) upon transmission when sent by facsimile transmission with written confirmation of receipt, (C) upon transmission by electronic mail (but only if followed by transmittal of a copy thereof by (x) national overnight courier or (y) hand delivery with receipt, in each case, for delivery by the second (2nd) Business Day following such electronic mail), (D) on receipt after dispatch by registered or certified mail, postage prepaid and addressed, or (E) on the next Business Day if transmitted by national overnight courier, in each case as follows:

If to the Company:

Liberty Broadband Corporation
12300 Liberty Boulevard
Englewood, CO 80112
Attention: Richard N. Baer
Facsimile:
E-mail:

with a copy (which shall not constitute notice) to:

Baker Botts L.L.P.
30 Rockefeller Plaza
New York, NY 10112
Attention: Frederick McGrath
Renee L. Wilm
Facsimile: (212) 259-2500
E-mail: frederick.mcgrath@bakerbotts.com
renee.wilm@bakerbotts.com

If to Purchaser, to the address set forth onSchedule III hereto,

with a copy to:

Soros Fund Management LLC
888 Seventh Avenue
New York, New York 10106
Attention: Jay A. Schoenfarber, Esq.
Telephone:
Telecopier:
Email:

with an additional copy (which shall not constitute notice) to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue

New York, New York 10019
Attention: Serge Benchetrit, Esq.
Adam M. Turteltaub, Esq.
Facsimile:
Email:

SECTION 11.3 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of Delaware.

SECTION 11.4 Jurisdiction and Venue. The parties hereto hereby irrevocably submit to the jurisdiction of the Delaware Court of Chancery or, in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a

defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware, or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware. The parties hereto hereby consent to and grant the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, the United States District Court for the District of Delaware, jurisdiction over the person of such parties and, to the extent permitted by Law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 11.2 or in such other manner as may be permitted by Law shall be valid and sufficient service thereof. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND ACKNOWLEDGMENTS IN THIS SECTION 11.4.

SECTION 11.5 Entire Agreement. This Agreement, together with the confidentiality agreement, dated as of May 18, 2015, by and between Soros Fund Management, LLC and the Company, constitutes the entire agreement between the parties hereto and supersedes any prior understandings, agreements or representations by or among the parties hereto, or any of them, written or oral, in each case, with respect to the subject matter hereof.

SECTION 11.6 Assignment. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their respective successors and assigns. Except as provided below, Purchaser shall not assign this Agreement, or any rights or obligations hereunder, without the prior written consent of the Company, and the Company shall not assign this Agreement, or any rights or obligations hereunder, without the prior written consent of the Purchaser. The Purchaser shall be permitted, without the consent of Company to, assign its rights hereunder to (i) any of Soros Fund Management LLC ("SFM"), George Soros or any member of George Soros' family or affiliate of the foregoing, (ii) any person or entity that is managed (x) by SFM, or (y) by any person or entity that is an affiliate of SFM or (iii) any person or entity that is a charitable organization established by George Soros or any of the members of George Soros' family (each person or entity referred to in clauses (i) through (iii), a "Soros Affiliate"); provided, that no such assignment shall prevent or materially impair or delay the

consummation of the transactions contemplated hereby. No assignment permitted pursuant to this Section 11.6 shall relieve Purchaser of its obligations hereunder except to the extent such obligations are actually fulfilled by such Soros Affiliate.

SECTION 11.7 Counterparts and Signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties hereto and delivered to the other parties, it being understood that all parties need not sign the same counterpart. This Agreement may be executed and delivered by facsimile or electronic mail transmission.

SECTION 11.8 Amendments and Waivers.

(a) No failure or delay on the part of the Company or Purchaser in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

(b) The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless consented to in writing by the party against whom it shall be enforced.

SECTION 11.9 Interpretation. When reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement, unless otherwise indicated. The headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa. Any reference to any federal, state, local or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

SECTION 11.10 No Third-Party Beneficiaries. This Agreement is not intended, and shall not be deemed, to confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns or to otherwise create any third-party beneficiary hereto; provided, that the Related Parties are express third-party beneficiaries of this Agreement with respect to the provisions in which they are referenced and entitled to enforce each of the provisions hereof.

SECTION 11.11 Fees and Expenses. All fees and expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement shall be paid by the party or parties, as applicable, incurring such expenses.

SECTION 11.12 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be completed as originally contemplated to the fullest extent possible.

SECTION 11.13 Adjustments. Without limiting the other provisions of this Agreement, if at any time after the date of the Original Investment Agreement and prior to the Closing, the Company pays a dividend in, splits, combines into a smaller number of shares, or issues by reclassification any shares of the Company's Series A Common Stock, Series B Common Stock or Series C Common Stock (or undertakes any similar act), then the Price Per Share will be appropriately adjusted to provide to the Purchaser the same economic effect as contemplated by this Agreement prior to such action, and as so adjusted will, from and after the date of such event, be the Price Per Share, subject to further adjustment in accordance with this provision.

SECTION 11.14 Equitable Remedies; Limited Recourse.

(a) Neither rescission, set-off nor reformation of this Agreement shall be available as a remedy to any of the parties hereto. The parties hereto agree that irreparable damage would occur in the event any of the provisions of this Agreement were not to be performed in accordance with the terms hereof and that the parties shall be entitled, and each party hereby consents, to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms hereof, without bonds or other security being required, in addition to any other remedies at Law or in equity. In the event that a party institutes any suit or action under this Agreement, including for specific performance or injunctive relief pursuant to this Section 11.14, the prevailing party in such proceeding shall be entitled to receive the costs incurred thereby in conducting the suit or action, including reasonable attorneys' fees and expenses.

(b) Notwithstanding anything that may be expressed or implied in this Agreement or any document or instrument delivered contemporaneously herewith, no person (other than the Company and Purchaser and their permitted assigns (if any), to the extent provided in, and subject to the limitations of, this Agreement) shall have any obligation hereunder and, notwithstanding that the Purchaser or any of its permitted assigns may be a corporation, partnership or limited liability company, no person shall have any rights of recovery against, or recourse hereunder or in respect of any oral representations made or alleged to be made in connection herewith, against, any former, current and future direct or indirect equityholders, controlling persons, stockholders, directors, officers, employees, agents, Affiliates, members, managers, general or limited partners, financing sources, assignees, successors or predecessors or attorneys or other representatives of Purchaser, or any of its successors or assigns, or any former, current and future direct or indirect equityholders, controlling persons, stockholders, directors, officers, employees, agents, Affiliates, members, managers, general or limited partners, financing sources, assignees, successors or predecessors or attorneys or other representatives or successors or assigns of any of the foregoing (each, a "Related Party" and together, the "Related

Parties"), in each case, other than, for the avoidance of doubt, solely against Purchaser, to the extent provided in, and subject to the limitations contained in, this Agreement (collectively, the "Available Remedies"), whether by or through attempted piercing of the corporate veil, by or through any claim against any Related Party, by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any applicable Law, it being agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Related Party for any obligations of the Purchaser under this Agreement or in respect of any oral representations made or alleged to be made in connection herewith or therewith or for any claim (whether at law or equity or in tort, contract or otherwise) based on, in respect of, or by reason of such obligations or their creation (in each case, for the avoidance of doubt, other than in respect of the Available Remedies solely against Purchaser). Under no circumstances shall Purchaser (or any of its Related Parties or assignees) be liable hereunder for any special, incidental, consequential, indirect or punitive damages to any person, including the Company, the Company's equityholders or any of their respective Affiliates in respect of this Agreement.

SECTION 11.15 Certain Definitions. As used in this Agreement, the following terms have the meanings ascribed thereto below:

"Action" means any action, suit, claim, arbitration, proceeding, litigation, inquiry, hearing, investigation or adversarial proceeding, by or before any Governmental Entity.

"Affiliate" means any Person that Controls, is Controlled by or is under common Control with the Person specified. For purposes of this definition, (i) the Company shall not be deemed to be an Affiliate of Purchaser or any of its Affiliates, and none of Purchaser or any of its Affiliates shall be deemed to be an Affiliate of the Company and (ii) the Company shall be deemed to be an Affiliate of Charter.

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Available Remedies" has the meaning set forth in Section 11.14(b) of this Agreement.

"Book-Entry System" has the meaning set forth in Section 1.1(e) of this Agreement.

"Business Day" means any day other than a Saturday, Sunday or a day on which banking institutions in the State of New York are authorized or obligated by Law or executive order to close.

"Charter" has the meaning set forth in the recitals to this Agreement.

"Charter Investment Agreement" has the meaning set forth in the recitals to this Agreement.

"Closing" has the meaning set forth in Section 1.1(b) of this Agreement.

"Closing Date" means the date of closing of the transactions contemplated by the Mergers Agreement.

"Commitment Reduction Amount" means, following a Commitment Reduction Election by the Company, such amount as determined by the Company, in its sole discretion, which shall not exceed 25% of the Initial Commitment Amount, and which shall be applied pro rata across Purchaser and all providers of equity financing in the Other Investment Agreements.

"Commitment Reduction Election" means the delivery by the Company of a notice to the Purchaser that the Company has determined in its sole discretion to obtain a portion of the financing it needs to complete the New Charter Investment through the incurrence of indebtedness and other financing sources not related to the equity of the Company and indicating that the Board of Directors of the Company has determined in its reasonable judgment that such indebtedness or financing alternatives, after giving

effect to the Commitment Reduction Election provide the Company with a superior alternative for the Company to the transactions contemplated hereby without giving effect to the Commitment Reduction Election.

"Common Stock" has the meaning set forth in Section 2.1(c) of this Agreement.

"Company" has the meaning set forth in the preamble to this Agreement.

"Company Affiliates" has the meaning set forth in Section 8.1 of this Agreement

"Company Stock" means shares of Series C Common Stock and, if a Vote Failure Event occurs, shares of Preferred Stock.

"Computershare" has the meaning set forth in Section 1.1(e) of this Agreement.

"Control" means the power, directly or indirectly, to direct the management and policies of a Person, whether by ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder (as in effect on the date of this Agreement).

"Exchange Act Reports" has the meaning set forth in Section 3.1(e) of this Agreement.

"FIRPTA Certificate" has the meaning set forth in Section 1.1(d) of this Agreement.

"First Company Merger" has the meaning set forth in the recitals to this Agreement.

"Governmental Entity" means any United States or foreign (a) federal, state, local, municipal or other government, (b) governmental or quasi-governmental entity of any nature (including, without limitation, any governmental agency, branch, department, official or entity and any court or other tribunal) or (c) body exercising or entitled to exercise any administrative, self-regulatory, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, including, without limitation, any arbitral tribunal.

"Indemnified Person" has the meaning set forth in Section 10.1 of this Agreement.

"Information" has the meaning set forth in Section 8.1 of this Agreement.

"Initial Commitment Amount" means the sum of (x) the Initial Purchase Price and (y) the Other Investment Agreements Aggregate Purchase Price.

"Initial Purchase Price" has the meaning set forth in the recitals to this Agreement.

"Law" means rule, regulation, statutes, orders, ordinance, guideline, code, or other legally enforceable requirement, including but not limited to common law, state, local and federal laws or securities laws and laws of foreign jurisdictions.

"Liability" means any and all debts, liabilities and obligations of any kind or nature, whether accrued or fixed, absolute or contingent, matured or unmatured, or determined or determinable.

"Lien" means any and all pledges, liens, proxies, claims, charges, security interests, preemptive rights, voting trusts, voting agreements, options, rights of first offer or refusal and any other encumbrances whatsoever.

"Losses" has the meaning set forth in Section 10.1 of this Agreement.

"Material Adverse Effect" means any event, circumstance, change or effect, individually or in the aggregate, that (i) has a material adverse effect on the ability of the Company to consummate the transactions contemplated by this Agreement or (ii) is materially adverse to the business, condition (financial or otherwise), operations, assets or results of operations of the Company and its subsidiaries, taken as a whole, except any such event, circumstance, change or effect, to the extent resulting from:

(a) changes in the financial or securities markets or general economic or political conditions in the United States or any other market in which the Company and its Affiliates operate that affect the industries in which the Company and its Affiliates conduct their business (including changes in interest rates or the availability of credit financing, changes in exchange rates and any suspension of trading in securities (whether equity, debt, derivative or hybrid securities) generally on any securities exchange or over-the-counter-market operating in the United States or any other market in which the Company or its Affiliates operate) except to the extent that such changes materially and disproportionately have a greater adverse impact on the Company and its subsidiaries, taken as a whole, as compared to the adverse impact such changes have on the Company's competitors, but taking into account for purposes of determining whether a Material Adverse Effect has occurred only the materially disproportionate portion of the adverse impact,

(b) changes in national or international political conditions, including any engagement in hostilities or the occurrence of any acts of war, sabotage or terrorism or natural disasters in the United States occurring after the date of this Agreement except to the extent that such changes materially and disproportionately have a greater adverse impact on the Company and its subsidiaries, taken as a whole, as compared to the adverse impact such changes have on the Company's competitors, but taking into account for purposes of determining whether a Material Adverse Effect has occurred only the materially disproportionate portion of the adverse impact,

(c) the announcement of, or entry into, this Agreement, the Mergers Agreement or the consummation of the transactions contemplated hereby or thereby,

(d) any failure by the Company and its Affiliates to meet any internal or published budgets, projections, forecasts or predictions of financial performance for any period ending on or after the date of this Agreement (it being understood that the facts or occurrences giving rise or contributing to such failure that are not otherwise excluded from the definition of a "Material Adverse Effect" may be taken into account in determining whether there has been a Material Adverse Effect) or

(e) a change in the trading prices or volume of the Common Stock (it being understood that the facts or occurrences giving rise or contributing to such change that are not otherwise excluded from the definition of a "Material Adverse Effect" may be taken into account in determining whether there has been a Material Adverse Effect).

"Merger Subsidiary" has the meaning set forth in the recitals to this Agreement.

"Mergers Agreement" has the meaning set forth in the recitals to this Agreement.

"Modification Event" means a valid delivery by the Company of prior written consent to Charter pursuant to Section 4.6 of the Charter Investment Agreement that permits Charter to take the actions described in such Section 4.6.

"New Charter" has the meaning set forth in the recitals to this Agreement.

"New Charter Investment" has the meaning set forth in the recitals to this Agreement.

"No-FIRPTA Notice" has the meaning set forth in Section 8.6 of this Agreement.

"Other Investment Agreement" means any binding agreement, understanding or arrangement entered into on or about the date of the Original Investment Agreement with any other equity financing source providing for the acquisition of Company Stock (in each case, as amended and restated on or about the date of this Agreement).

"Other Investment Agreements Aggregate Purchase Price" has the meaning set forth in the recitals to this Agreement.

"Original Investment Agreement" has the meaning set forth in the preamble to this Agreement.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, business trust, joint stock company, trust, unincorporated organization or other entity or government or agency or political subdivision thereof.

"Preferred Stock" means the Series A Non-Convertible Redeemable Preferred Stock, par value $.01 per share, of the Company (a summary of the material terms of which are set forth on Schedule II hereto and which other terms shall be reasonably acceptable to the Purchaser).

"Price Per Share" means $56.23.

"Proxy Statement" has the meaning set forth in Section 2.1(a) of this Agreement.

"Purchase Price" has the meaning set forth in Section 8.5(b) and (c) of this Agreement.

"Purchased Shares" means a whole number of duly authorized, validly issued, fully paid and non-assessable shares of Company Stock equal to the quotient of the Purchase Price divided by the Price Per Share; provided, that, if a Vote Failure Event has occurred, the Purchased Shares shall be comprised of a number of shares of Company Stock determined as follows: (i) the product obtained by multiplying (A) a whole number of shares of Series C Common Stock equal to 19.9% of the total number of outstanding shares of Common Stock as of five (5) Business Days prior to the Closing Date, rounded down to the nearest whole share by (B) a fraction, with (x) the numerator equal to the Purchase Price and (y) a denominator equal to the sum of (1) the Purchase Price and (2) the total aggregate purchase price agreed to be paid by all providers of financing under the Other Investment Agreements (taking into account reductions in connection with a Commitment Reduction Election) and (ii) a whole number of shares of Preferred Stock equal to the difference between the total number of Purchased Shares and the number of shares of Series C Common Stock determined pursuant to clause (i). For the avoidance of doubt, Purchaser's Purchased Shares shall be comprised of the same ratio of Series C Common Stock to Preferred Stock as each other provider of equity under the Other Investment Agreements.

"Purchaser" has the meaning set forth in the preamble to this Agreement.

"Registrable Securities" means the Purchased Shares consisting of shares of Class C Common Stock delivered to Purchaser pursuant to this Agreement (as adjusted for stock splits, combinations, recapitalizations, exchange or readjustment of shares after the date hereof), provided that any such shares will not be Registrable Securities when they are sold pursuant to a Registration Statement.

"Registration Statement" means a registration statement on an appropriate form under the Securities Act, covering the resale of the Registrable Securities by the Purchaser in open market and other transactions.

"Related Party" has the meaning set forth in Section 11.14 of this Agreement.

"Restricted Book Position" has the meaning set forth in Section 1.1(e) of this Agreement.

"SEC" means the U.S. Securities and Exchange Commission.

"Second Company Merger" has the meaning set forth in the recitals to this Agreement.

"Securities Act" means the U.S. Securities Act of 1933, as amended, and the rules and regulations of the SEC thereunder.

"Series A Common Stock" has the meaning set forth in Section 2.1(c) of this Agreement.

"Series B Common Stock" has the meaning set forth in Section 2.1(c) of this Agreement.

"Series C Common Stock" means shares of the Company's Series C common stock, par value $.01 per share.

"SFM" has the meaning set forth in Section 11.6 of this Agreement.

"Shareholder Action" has the meaning set forth in Section 10.1 of this Agreement.

"Soros Affiliate" has the meaning set forth in Section 11.6 of this Agreement.

"Stockholder Approval" has the meaning set forth in Section 2.1(a) of this Agreement.

"Stockholders Meeting" has the meaning set forth in Section 2.2(a) of this Agreement.

"Target" has the meaning set forth in the recitals to this Agreement.

"Termination Date" has the meaning set forth in Section 7.1(e) of this Agreement.

"Third-Party Claim" has the meaning set forth in Section 10.3 of this Agreement.

"USRPHC" has the meaning set forth in Section 1.1(d) of this Agreement.

"Vote Failure Event" means (i) the proposal relating to the approval, for purposes of Rule 5635(a) of the NASDAQ Stock Market Rules, of the issuance of shares of Series C Common Stock as contemplated hereby to Purchaser and the other providers of equity under the Other Investment Agreements failing to receive the approval of a majority of the aggregate voting power represented by the shares of Series A Common Stock and Series B Common Stock present and entitled to vote at the Stockholders Meeting or any adjournment or postponement thereof, or (ii) the failure of such proposal to be presented for vote at a Stockholders Meeting on or before the twentieth (20th) Business Day prior to the consummation of the Mergers, solely by reason of legal or injunctive action taken by a court of competent jurisdiction.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

LIBERTY BROADBAND CORPORATION

By: /s/ Craig Troyer
Name: Craig Troyer
Title: Vice President

QUANTUM PARTNERS LP

By: QP GP LLC, its General Partner

By: /s/ Jay A. Schoenfarber
Name: Jay A. Schoenfarber
Title: Attorney-in-Fact

List of Omitted Exhibits and Schedules

The following schedules to the Amended and Restated Investment Agreement, dated May 28, 2015, by and between Liberty Broadband Corporation and Quantum Partners LP have not been provided herein:

Schedules

Schedule I	—	Registration Rights
Schedule II	—	Term Sheet for Series A Non-Convertible Redeemable Senior Preferred Stock
Schedule III	—	Certain Notices

The registrant hereby undertakes to furnish supplementally a copy of any omitted schedule to the Securities and Exchange Commission upon request.

AMENDED AND RESTATED INVESTMENT AGREEMENT

THIS AMENDED AND RESTATED INVESTMENT AGREEMENT, dated May 28, 2015 (this "Agreement"), is entered into by and among Liberty Broadband Corporation, a Delaware corporation (the "Company"), Soroban Master Fund LP, a Cayman Islands exempted limited partnership ("Purchaser 1") and Soroban Opportunities Master Fund LP, a Cayman Islands exempted limited partnership ("Purchaser 2" and together with Purchaser 1, the "Purchasers"), and amends and restates in its entirety that certain Investment Agreement, dated May 25, 2015 (the "Original Investment Agreement"), among the Company and the Purchasers. Certain terms used in this Agreement are used as defined in Section 11.15.

RECITALS

WHEREAS, the parties hereto have entered into the Original Investment Agreement;

WHEREAS, the parties hereto desire to amend and restate the Original Investment Agreement;

WHEREAS, Charter Communications, Inc., a Delaware corporation ("Charter"), has entered into an Agreement and Plan of Mergers, dated as of May 23, 2015 (the "Mergers Agreement"), with Time Warner Cable Inc., a Delaware corporation ("Target") pursuant to which (i) CCH I, LLC, a Delaware limited liability company and a wholly owned subsidiary of Charter ("New Charter"), will be converted into a Delaware corporation in accordance with Section 265 of the General Corporation Law of the State of Delaware and Section 216 of the Limited Liability Company Act of the State of Delaware, (ii) a newly formed merger subsidiary will merge with and into Target (the "First Company Merger"), with Target as the surviving corporation in the First Company Merger, (iii) immediately following the First Company Merger, Target will be merged with and into a newly formed merger subsidiary (the "Second Company Merger"), with such merger subsidiary as the surviving company in the Second Company Merger and (iv) immediately following the consummation of the Second Company Merger, Charter shall be merged with and into a newly formed merger subsidiary and indirect wholly owned subsidiary of New Charter ("Merger Subsidiary"), with Merger Subsidiary surviving as an indirect wholly owned subsidiary of New Charter;

WHEREAS, the Company has entered into an Investment Agreement with Charter and New Charter, dated May 23, 2015 (the "Charter Investment Agreement"), pursuant to which New Charter will issue and sell to the Company, and the Company will purchase, shares of New Charter's Class A common stock, par value $0.001 per share, for a purchase price set forth in such agreement (the "New Charter Investment");

WHEREAS, Purchasers and Liberty Interactive Corporation, a Delaware corporation ("LIC"), have entered into an Amended and Restated Assignment and Assumption Agreement, entered into concurrently herewith (the "LIC Assignment Agreement"), pursuant to which Purchasers have agreed to purchase, and LIC has agreed to assign its rights and obligations to purchase under that certain Amended and Restated Investment Agreement, dated as of May 28, 2015, by and among the Company, LIC and the other parties thereto, certain shares of Company Stock (the "Assignee Purchased Shares");

WHEREAS, Purchasers and the Company have entered into an amended and restated letter agreement, dated May 28, 2015, pursuant to which, Purchasers has agreed to vote with respect to all shares of common stock of Target, $0.01 par value per share, owned by Purchasers on any record date for, to the fullest extent that such shares are entitled to be voted at the time of any vote or action by written consent, in favor of, among other thing, the adoption of the Mergers Agreement;

WHEREAS, subject to the terms and conditions of this Agreement, Purchasers desire to purchase, and the Company desires to issue and sell to Purchasers, shares of Company Stock, for an aggregate purchase price of four hundred million dollars ($400,000,000) (the "Initial Commitment Amount");

WHEREAS, the Company has entered into Other Investment Agreements with certain other equity financing sources providing for the issuance and sale by the Company to such other equity financing sources of shares of Company Stock, with the proceeds of such sales to be utilized for the New Charter Investment; and

WHEREAS, the Board of Directors of the Company or a duly authorized committee thereof has determined that it is in the best interests of the Company and its stockholders to enter into this Agreement and consummate the transactions contemplated hereby.

AGREEMENT

NOW THEREFORE, in consideration of the premises and for the mutual promises contained in this Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound, the parties hereby agree as follows:

ARTICLE I

PURCHASE AND SALE OF PURCHASED SHARES

SECTION 1.1 Purchase and Sale of the Purchased Shares.

(a) Upon the terms and subject to the conditions set forth herein, at the Closing:

(i) Purchasers shall subscribe for and purchase, and the Company shall issue and sell to Purchasers, the Purchased Shares, free and clear of any Lien (other than any restrictions created by either Purchaser, and any restrictions on transfer arising under the Securities Act and state securities Laws); and

(ii) The allocation of the Purchased Shares between Purchasers shall be determined by Purchasers in their sole discretion prior to the Closing, in which case the assignment of the rights, benefits and obligations of such Purchasers with respect to the Purchased Shares shall be to such Purchasers in accordance with such allocation (and the rights, benefits and obligations shall be several and not joint as between Purchasers on that basis) (such allocation, the "Purchaser Allocation"). No later than three (3) Business Days prior to the Closing, Purchasers shall deliver the Purchaser Allocation to the

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Company. Pending the effectiveness of any Purchaser Allocation, Purchaser 1 shall be deemed to have been allocated 77.32% of the Purchased Shares and the associated rights, benefits and obligations with respect thereto and Purchaser 2 shall be deemed to have been allocated 26.68% of the Purchased Shares and the associated rights, benefits and obligations with respect thereto.

(b) The closing of the purchase of the Purchased Shares (the "Closing") shall take place on the Closing Date after the satisfaction or, subject to applicable Law, waiver of the conditions set forth in Articles V and VI hereof (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction of those conditions), or on such other date as Purchasers and the Company may mutually agree. The Closing shall be held at the offices of Baker Botts L.L.P., 30 Rockefeller Plaza, New York, New York 10112, at 9:00 a.m., New York City time, on the Closing Date, or at such place and time as Purchasers and the Company shall agree. Notwithstanding the foregoing, to the extent that any conditions to Closing set forth in Article V fail to be satisfied or waived with respect to any

individual Purchaser on the Closing Date, the Closing shall occur as contemplated under this Section 1.1(b) with respect to each other Purchaser.

(c) Two (2) Business Days prior to the Closing Date, the Company shall deliver to each Purchaser a statement setting forth the wire transfer instructions for delivery of its respective portion of the Aggregate Purchase Price.

(d) At the Closing the Company shall (i) issue and deliver to each Purchaser (as provided in Section 1.1(e) below) its Purchased Shares, upon payment of its respective portion of the Aggregate Purchase Price by wire transfer of immediately available funds on the Closing Date and (ii) unless the Company has timely delivered a No-FIRPTA Notice, deliver a certificate of the Company (a "FIRPTA Certificate"), duly executed by an officer of the Company, to each Purchaser representing that it is not a United States real property holding corporation, as defined in Internal Revenue Code section 897(c)(2) ("USRPHC"), and it has no plan or intention to become a USRPHC.

(e) Each Purchaser's portion of the Purchased Shares shall be delivered by the Company to such Purchaser on the Closing Date, against payment of such Purchaser's respective portion of the Aggregate Purchase Price, in uncertificated form through the Direct Registration System (the "Book-Entry System") of Computershare Inc., the Company's transfer agent for the Series C Common Stock ("Computershare"). The Company shall cause each Purchaser to receive on the Closing Date a written confirmation from Computershare of the restricted book position created through the Book-Entry System for the account of such Purchaser (a "Restricted Book Position"), setting forth the Purchased Shares issued in the name of such Purchaser.

ARTICLE II

PROXY MATERIALS AND STOCKHOLDERS MEETING

SECTION 2.1 Proxy Statement.

(a) Reasonably promptly after the date hereof, the Company shall prepare and file with the SEC a proxy statement on Schedule 14A for a special meeting of its stockholders (as amended or supplemented, the "Proxy Statement"). The Company shall include in the Proxy Statement a solicitation relating to the approval, for purposes of Rule 5635(a) of the NASDAQ Stock Market Rules, of the issuance of the shares of Series C Common Stock as contemplated hereby to each Purchaser and each equity financing source party under the Other Investment Agreements (the "Stockholder Approval"). Each Purchaser and its Affiliates shall promptly furnish to the Company such information regarding such Purchaser and its Affiliates as shall be required to be included in the Proxy Statement pursuant to the Exchange Act. Prior to filing the Proxy Statement or any amendment or supplement thereto, the Company shall provide each Purchaser with reasonable opportunity to review and comment on such proposed filing solely with respect to the Stockholder Approval and any information relating to such Purchaser. If at any time prior to the Closing Date, any information should be discovered by any party hereto that should be set forth in an amendment or supplement to the Proxy Statement so that the Proxy Statement would not include any misstatement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the party that discovers such information shall promptly notify the other parties hereto and, to the extent required by applicable Law, an appropriate amendment or supplement describing such information shall be promptly filed by the Company with the SEC and, to the extent required by applicable Law, disseminated by the Company to the stockholders of the Company.

(b) The Company shall promptly notify each Purchaser of the receipt of any comments from the SEC or the staff of the SEC and of any request by the SEC or the staff of the SEC for amendments or supplements to the Proxy Statement or for additional information and shall supply each Purchaser with copies of all correspondence between it or any of its representatives, on the one hand, and the SEC or the staff of the SEC, on the other hand, with respect to the Proxy Statement.

(c) The Company shall mail the Proxy Statement to the holders of its Series A common stock, par value $0.01 per share (the "Series A Common Stock"), and Series B common stock, par value $0.01 per share (the "Series B Common Stock"), and the Series C Common Stock (together with the Series A Common Stock and the Series B Common Stock, the "Common Stock") in accordance with customary practice after the SEC's review of the Proxy Statement is completed.

SECTION 2.2 Stockholders Meeting. The Company shall, in accordance with customary practice, duly call, give notice of, convene and hold a special meeting of its stockholders (the "Stockholders Meeting"). A proposal relating to the approval, for purposes of Rule 5635(a) of the NASDAQ Stock Market Rules, of the issuance of the shares of Series C Common Stock as contemplated hereby to each Purchaser and each equity financing source party under the Other Investment Agreements shall be presented to the stockholders of the Company at the Stockholders Meeting for approval. Subject to the fiduciary duties of the Company's directors under Delaware Law as determined by a majority of such directors after consultation with its outside legal counsel, the Board of Directors of the Company will recommend that the stockholders of the Company's Series A Common Stock and Series B Common Stock vote at the

Stockholders Meeting in favor of such proposal, and the Company will use reasonable best efforts to solicit from such stockholders proxies in favor of such proposal. It is understood and agreed that if a Vote Failure Event occurs, each Purchaser shall, in lieu of acquiring the applicable number of shares of Series C Common Stock under this Agreement, instead acquire an equivalent number of shares of Preferred Stock on the terms and subject to the conditions contained herein (other than the rights and obligations included under Section 9.1).

SECTION 2.3 Publicity. No press release or public announcement concerning this Agreement or the transactions contemplated hereby will be issued by any Purchaser or any of its Affiliates, without the prior consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed except as such release or announcement may be required by applicable Law or the rules of, or listing agreement with, any national securities exchange on which the securities of such Person or any of its Affiliates are listed or traded, in which case, the Person required to make the release or announcement will, to the extent practicable, allow the other party reasonable time to comment on such release or announcement in advance of such issuance.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

SECTION 3.1 Representations and Warranties of the Company. The Company hereby represents and warrants to each Purchaser that:

(a) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware. The Company has all requisite corporate power and authority to execute and deliver this Agreement, and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary corporate action and no other corporate proceedings on the part of the Company are necessary to authorize the execution, delivery and performance by the Company of this Agreement or the consummation by the Company of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Company and, assuming due authorization, execution and delivery hereof by each Purchaser, such agreement constitutes a legal, valid and binding obligation of the Company, enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(b) The only vote of the holders of any class or series of capital stock of the Company required to approve the issuance of the shares of Series C Common Stock contemplated hereby is the approval of the Stockholder Approval by a majority of the aggregate voting power represented by the shares of Series A Common Stock and Series B Common Stock present and entitled to vote at the Stockholders Meeting or any adjournment or postponement thereof. No other approval of the stockholders of the Company is required to consummate any of the transactions contemplated hereby.

(c) The Purchased Shares will be, duly authorized, validly issued, fully paid and non-assessable. The Purchased Shares will not be issued in violation of any preemptive rights or any rights of first offer, first refusal, tag-along rights or other similar rights or restrictions in favor of any other person, and each Purchaser will acquire its portion of the Purchased Shares free and clear of any Lien (other than any restrictions created by such Purchaser, and any restrictions on transfer arising under the Securities Act and state securities Laws).

(d) The issue and sale of the Purchased Shares and the compliance by the Company with all of the provisions of this Agreement and the consummation of the transactions herein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (i) any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, (ii) any provisions of the Restated Certificate of Incorporation of the Company or the Bylaws of the Company or (iii) assuming the accuracy of, and Purchaser's compliance with, the representations, warranties and agreements of Purchaser herein, any statute or any order, rule or regulation of any Governmental Entity having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation or default that would not, individually or in the aggregate, reasonably be expected to (x) prevent or materially impair or delay the performance by the Company of its obligations under this Agreement or the consummation of the transactions contemplated hereby, or (y) impair any Purchaser's full rights of ownership to its portion of the Purchased Shares; and no consent, approval, authorization, order, registration or qualification of or with any such Governmental Entity is required for the issue and sale of the Purchased Shares or the consummation by the Company of the transactions contemplated by this Agreement.

(e) The forms, reports, statements, schedules and other materials the Company was required to file with the SEC pursuant to the Exchange Act or other federal securities Laws since October 24, 2014 (the "Exchange Act Reports"), when they were filed with the SEC, conformed in all material respects to the applicable requirements of the Exchange Act and the applicable rules and regulations of the SEC thereunder; and as of the date hereof, no such documents were filed with the SEC since the SEC's close of business on the Business Day immediately prior to the date of this Agreement. The Exchange Act Reports did not, as of their respective dates, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) None of the information contained in the Proxy Statement will at the time of the mailing of the Proxy Statement to the stockholders of the Company, at the time of any amendments thereof or supplements thereto and at the time of the Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided that no representation is made by the Company with respect to statements made or incorporated by

reference therein based on information supplied in writing by any Purchaser or any of its respective Affiliates. The Proxy Statement will comply as to form in all material respects with the Exchange Act.

(g) As of the date hereof, except as set forth in the Company's SEC Filings, there is no action, suit, investigation or proceeding pending or, to the knowledge of the Company, threatened against the Company or any of its Affiliates that (1) could be material to the Company's business, operations or financial results after taking into account the value of the shares of Charter's Class A common stock, par value $.001 per share owned by the Company and the Company's cash, or (2) questions the validity of this Agreement, the transactions contemplated hereby, the Purchased Shares or any action to be taken by the Company pursuant hereto, which could reasonably be expected to (i) prevent or materially impair or delay the performance by the Company of its obligations under this Agreement or the consummation of the transactions contemplated hereby, or (ii) impair Purchaser's full rights of ownership to the Purchased Shares.

(h) Assuming the accuracy of, and each Purchaser's compliance with, the representations, warranties and agreements of such Purchaser herein, no registration under the Securities Act of the offer and sale of the Purchased Shares in accordance with the terms of this Agreement is required.

SECTION 3.2 Representations and Warranties of Purchasers. Each Purchaser hereby represents and warrants to the Company (as to itself) that:

(a) Such Purchaser has been duly incorporated or organized, as applicable, and is validly existing and in good standing under the Laws of the jurisdiction of its formation. Such Purchaser has all requisite corporate or other power and authority to execute and deliver this Agreement, and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by such Purchaser of this Agreement and the consummation by such Purchaser of the transactions contemplated hereby have been duly authorized by all necessary corporate or other action and no other corporate or other proceedings on the part of such Purchaser are necessary to authorize the execution, delivery and performance by such Purchaser of this Agreement or the consummation by such Purchaser of the transactions contemplated hereby. This Agreement has been duly executed and delivered by such Purchaser and, assuming due authorization, execution and delivery hereof by the Company, such agreement constitutes a legal, valid and binding obligation of such Purchaser, enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(b) Such Purchaser's compliance with all of the provisions of this Agreement and the consummation of the transactions herein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (i) any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which it or any of its subsidiaries is a party or by which it or any of its subsidiaries is bound or to which any of its or its subsidiaries' property or assets is subject, (ii) any provisions of

such Purchaser's organizational documents or (iii) any statute or any order, rule or regulation of any Governmental Entity having jurisdiction over it or any of its subsidiaries or any of their properties, except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation or default that would not, individually or in the aggregate, reasonably be expected to prevent or materially impair or delay the performance by such Purchaser of its obligations under this Agreement or the consummation of the transactions contemplated hereby; and no consent, approval, authorization, order, registration or qualification of or with any such Governmental Entity is required for the consummation by such Purchaser of the transactions contemplated by this Agreement.

(c) None of the information supplied in writing by such Purchaser or any of its Affiliates for inclusion in the Proxy Statement will at the time of the mailing of

the Proxy Statement to the stockholders of the Company, at the time of any amendments thereof or supplements thereto and at the time of the Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) Such Purchaser (i) is an "accredited investor" within the meaning of the Securities Act, (ii) understands that the offer and sale of its portion of the Purchased Shares pursuant to this Agreement is intended to be exempt from the prospectus delivery and registration requirements under the Securities Act and that any transaction advice of a Restricted Book Position (and the related records of Computershare) will bear the legend set forth in Section 4.1 hereof, (iii) has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in its portion of the Purchased Shares, (iv) is acquiring its portion of the Purchased Shares for its own account, for investment and not with a view to the public for resale or distribution thereof in violation of any federal, state or foreign securities law, (v) understands that its portion of the Purchased Shares will be offered and sold in a transaction exempt from the registration or qualification requirements of the Securities Act and applicable state securities Laws, and that such securities must be held indefinitely unless a subsequent disposition thereof is registered or qualified under the Securities Act and applicable state securities Laws or is exempt from such registration or qualification and (vi) is capable of bearing the economic risk of (A) an investment in its portion of the Purchased Shares and (B) a total loss in respect of such investment.

(e) Such Purchaser will have on the Closing Date sufficient funds to purchase its portion of the Purchased Shares.

ARTICLE IV

RESTRICTIONS ON TRANSFER; COMPLIANCE WITH SECURITIES ACT

SECTION 4.1 Restrictive Legend. Any transaction advice from Computershare (or any successor transfer agent) with respect to a Restricted Book Position, including as to any securities issued in respect of Purchased Shares upon any stock split, stock dividend, recapitalization, merger, consolidation or similar event, shall bear a legend or notation in

substantially the following form (in addition to any legends or notations required under applicable state securities Laws):

> "THE SECURITIES SHOWN ON THIS REPORT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND, UNLESS SO REGISTERED, THEY MAY NOT BE SOLD, OFFERED FOR SALE, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF SUCH ACT AND APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION."

Each Purchaser consents to the Company giving instructions to its transfer agent which implement the restrictions on transfer established in this Article.

ARTICLE V

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE COMPANY TO ISSUE THE PURCHASED SHARES

The obligations of the Company to issue the applicable portion of the Purchased Shares to each Purchaser and consummate the transactions contemplated by Article I of this Agreement on the Closing Date with respect to such Purchaser shall be subject to the satisfaction or waiver at the Closing by the Company of the following conditions:

SECTION 5.1 Representations and Warranties; Covenants and Agreements.

(a) The representations and warranties of such Purchaser contained in this Agreement and in any certificate or document executed and delivered by such Purchaser pursuant to this Agreement, in each case, without giving effect to any limitation as to materiality set forth herein or therein, shall be true and accurate in all material respects on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, except for those representations and warranties which address matters only as of a particular date, which representations and warranties, without giving effect to any limitation as to materiality set forth herein or therein, shall have been true and correct in all material respects as of such particular date, and the Company shall have received a certificate, dated the Closing Date, signed by such Purchaser to such effect.

(b) Such Purchaser shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by such Purchaser on or prior to the Closing Date and the Company shall have received a certificate, dated the Closing Date, signed by such Purchaser to such effect.

SECTION 5.2 Illegality. There shall not be in effect any statute, rule, regulation or order of any Governmental Entity that prohibits or makes illegal the transactions contemplated by Article I of this Agreement.

SECTION 5.3 Litigation. There shall be no litigation pending or threatened by any Governmental Entity that seeks to enjoin, restrain or prohibit the consummation of the transactions contemplated by Article I of this Agreement.

SECTION 5.4 Payment for the Purchased Shares. Such Purchaser shall have made payment of its portion of the Aggregate Purchase Price for its portion of the Purchased Shares, as provided herein.

SECTION 5.5 The Mergers Agreement. Each condition set forth in Sections 9.01, 9.02 and 9.03 of the Mergers Agreement to the obligations of each of the parties to the Mergers Agreement to effect the transactions contemplated by the Mergers Agreement at the closing thereof has been satisfied or is capable of being satisfied at the closing of the Mergers Agreement and the closing of the transactions contemplated by the Mergers Agreement shall have occurred. For the avoidance of doubt, the waiver of any condition shall have no bearing on the determination of whether any condition set forth in the Mergers Agreement has been satisfied.

SECTION 5.6 Charter Investment Agreement. The closing of the transactions contemplated by the Charter Investment Agreement shall have occurred.

ARTICLE VI

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF EACH PURCHASER TO PURCHASE ITS PORTION OF THE PURCHASED SHARES

The obligations of each Purchaser to purchase its respective portion of the Purchased Shares from the Company and consummate the transactions contemplated by Article I of this Agreement on the Closing Date shall be subject to the satisfaction or waiver at the Closing by such Purchaser of the following conditions:

SECTION 6.1 Representations and Warranties; Covenants and Agreements.

(a) The representations and warranties of the Company contained in this Agreement and in any certificate or document executed and delivered by the Company pursuant to this Agreement, in each case, without giving effect to any limitation as to materiality set forth herein or therein, shall be true and accurate in all material respects on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, except for those representations and warranties which address matters only as of a particular date, which representations and warranties shall, without giving effect to any limitation as to materiality set forth herein or therein, have been true and correct in all material respects as of such particular date, and such Purchaser shall have received a certificate, dated the Closing Date, signed by the Company to such effect.

(b) The Company shall have performed and complied in all material respects with

all covenants and agreements required by this Agreement to be performed or complied with by the Company on or prior to the Closing Date and such Purchaser shall have received a certificate, dated the Closing Date, signed by the Company to such effect.

SECTION 6.2 No Material Adverse Change. No event, circumstance, change or effect shall have occurred which has had or would be reasonably expected to have a Material Adverse Effect.

SECTION 6.3 Illegality. There shall not be in effect any Law, statute, rule, regulation or order of any Governmental Entity that prohibits or makes illegal the transactions contemplated by Article I of this Agreement.

SECTION 6.4 Litigation. There shall be no litigation pending or threatened by any Governmental Entity that seeks to enjoin, restrain or prohibit the consummation of the transactions contemplated by Article I of this Agreement.

SECTION 6.5 Delivery of the Purchased Shares. The Company shall have delivered or caused to be delivered to such Purchaser its portion of the Purchased Shares, as provided in Article I of this Agreement.

SECTION 6.6 The Mergers Agreement. The closing of the transactions contemplated by the Mergers Agreement shall have occurred.

SECTION 6.7 Charter Investment Agreement. The closing of the transactions contemplated by the Charter Investment Agreement shall have occurred.

ARTICLE VII

TERMINATION

SECTION 7.1 Termination of Agreement. This Agreement may be terminated prior to the Closing as follows:

(a) as to any Purchaser, by mutual written consent of the Company and such Purchaser;

(b) as to any Purchaser, by the Company if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of such Purchaser set forth in this Agreement shall have occurred that would cause any of the conditions to Closing set forth in Article V not to be satisfied (or capable of being satisfied) at the Closing;

(c) as to any Purchaser, by such Purchaser or the Company if the Closing Date shall not have occurred on or before the second (2nd) anniversary of the date of the Mergers Agreement (the "Termination Date"); provided, however, that the right to terminate this Agreement pursuant to this Section 7.1(c) shall not be available to the party seeking to terminate if any action of such party or the failure of such party to perform any of its obligations under this Agreement required to be performed at or prior to the Closing Date has been the primary

cause of the failure of the Closing Date to occur on or before the Termination Date and such action or failure to perform constitutes a breach of this Agreement;

(d) as to any Purchaser, by such Purchaser by delivering written notice of such termination within fifteen (15) days following the occurrence of a Modification Event;

(e) as to any Purchaser, by such Purchaser upon the enactment or entry of any order (whether preliminary or permanent but not a temporary restraining order) by any federal, state or local court or other Governmental Entity of competent jurisdiction in connection with any litigation, action, suit, hearing or adversarial proceeding (whether civil, criminal or administrative) by the Company or any of its Affiliates against such Purchaser or any Related Party (as defined below) thereof relating to this Agreement, the Mergers Agreement, the New Charter Investment or any of the transactions contemplated hereby or thereby;

(f) as to any Purchaser, by such Purchaser or the Company if there shall be in effect a final non-appealable order of a Governmental Entity of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions between such Purchaser and the Company contemplated by Article I hereof; it being agreed that the parties hereto shall promptly appeal any adverse determination which is not non-appealable (and pursue such appeal with reasonable diligence); or

(g) the termination of the Mergers Agreement in accordance with its terms.

SECTION 7.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 7.1, written notice thereof shall be given to the other parties, the rights and obligations of the parties as to which such termination is effective under this Agreement (to the extent any such rights and obligations remain unsatisfied as of such date) shall become null and void, and the purchase of the portion of the Purchased Shares by the applicable Purchaser hereunder shall be abandoned, without further action by such Purchaser or the Company. In the event that this Agreement is terminated as provided herein, then each of the parties as to which such termination is effective shall be relieved of their duties and obligations with respect to the purchase of the portion of the Purchased Shares by the applicable Purchaser arising under this Agreement after the date of such termination and such termination shall be without Liability to such Purchaser or the Company; provided, however, that nothing in this Section 7.2 shall relieve any Purchaser or the Company of any Liability for a breach of this Agreement.

ARTICLE VIII

PRE-CLOSING COVENANTS

SECTION 8.1 Non-Reliance. Each Purchaser acknowledges and agrees that: (i) the Company and its Affiliates and their respective directors, officers, employees, partners, members, shareholders and agents (collectively, the "Company Affiliates") may be, and such Purchaser is proceeding on the assumption that the Company Affiliates are, in possession of material, non-public information concerning the Company and its Affiliates (the "Information"),

which is not or may not be known to such Purchaser; (ii) no Company Affiliate has made, and such Purchaser disclaims the existence of or its reliance on, any representation by a Company Affiliate concerning the Company or the transactions contemplated hereby (except for the representations and warranties set forth in this Agreement); (iii) such Purchaser is not relying on any disclosure or non-disclosure of the Information made or not made, or the completeness thereof, in connection with or arising out of the transactions contemplated hereby, and therefore has no claims against any Company Affiliate with respect thereto; (iv) if any such claim may exist, such Purchaser, recognizing its disclaimer of reliance and the Company's reliance on such disclaimer as a condition to entering into this Agreement and the transactions contemplated hereby, covenants and agrees not to assert it against any Company Affiliate; and (v) the Company shall have no Liability, and such Purchaser waives and releases any such claim that it might have against any Company Affiliate, whether under applicable securities Law or otherwise, based on a Company Affiliate's knowledge, possession or non-disclosure to such Purchaser of the Information.

SECTION 8.2 Reasonable Best Efforts. Each party hereto shall cooperate with the other parties and use its respective commercially reasonable best efforts to promptly take, or cause to be taken, all actions, and do, or cause to be done, all things, necessary, proper or advisable to cause the conditions to Closing to be satisfied as promptly as practicable and to consummate and make effective, in the most expeditious manner practicable, the transactions and perform the covenants contemplated by this Agreement.

SECTION 8.3 Other Rights. The Company agrees that in the event the Company enters into any Other Investment Agreement, the economic and other material terms of such agreement, taken as a whole, shall be the same as, or less favorable to, the equity financing source party to the Other Investment Agreement, compared to the economic and other material terms, taken as a whole, granted to Purchasers pursuant to this Agreement.

SECTION 8.4 Use of Proceeds. The Company shall use the proceeds of the Aggregate Purchase Price for the New Charter Investment.

SECTION 8.5 Commitment Reduction Election. The Company shall provide notice promptly to each Purchaser of its determination to effect a Commitment Reduction Election, but in no event later than the ninetieth (90^{th}) day prior to the Company's good faith estimate of the Closing Date.

SECTION 8.6 Notice. The Company shall use its reasonable best efforts to provide written notice to each Purchaser no less than ten (10) days prior to the expected Closing Date.

SECTION 8.7 FIRPTA Representation. At least fifteen (15) Business Days prior to the Closing Date, the Company will give notice to each Purchaser if the Company will not be able to deliver the FIRPTA Certificate at Closing (the "No-FIRPTA Notice"). If the Company gives the Purchaser a No-FIRPTA Notice, the Purchaser may elect, by written notice to the Company at least five (5) Business Days prior to the Closing Date, to reduce the number of Purchased Shares acquired at the Closing to the largest number of Purchased Shares that will result in no portion of the Purchased Shares being treated as a "United States real property

interest" within the meaning of Internal Revenue Code section 897(c) and the Treasury regulations promulgated thereunder on the date of the Closing, and the Aggregate Purchase Price shall be correspondingly reduced.

ARTICLE IX

REGISTRATION RIGHTS

SECTION 9.1 Registration Rights.

(a) Demand Registrations.

(i) Subject to the terms and conditions of this Agreement, at any time following the Closing Date, each Purchaser may request the Company to register under the Securities Act all or any portion of the Registrable Securities held by such Purchaser for sale in the manner specified in such notice, provided that the aggregate offering price, as such amount is determined on the cover page of the Registration Statement, shall not be less than $250,000,000. Such request shall specify the intended method of disposition thereof by such Purchaser, including whether (A) the registration requested is for an underwritten offering and (B) the Registration Statement covering such Registrable Securities shall be on Form S-3 (subject to Section 9.1(a)(iii)). If the Company is requested to file a registration on Form S-3 and the Company is then ASR Eligible, the Company shall use commercially reasonable best efforts to cause the Registration Statement to be an ASRS. In the event that any registration pursuant to this Section 9.1(a) shall be, in whole or in part, an underwritten public offering of Common Stock, the number of shares of Registrable Securities to be included in such an underwriting may be reduced if and to the extent that the managing underwriter shall be of the opinion that such inclusion would adversely affect the marketing of the securities therein (an "Underwriter Cutback"). Such Purchaser may revoke a request pursuant to this Section 9.1(a)(i) prior to the effective date of the corresponding Registration Statement; provided, that such request shall count as one of such Purchaser's demand requests referred to in Section 9.1(a)(ii) unless such Purchaser reimburses the Company for all out-of-pocket expenses (including Registration Expenses) incurred by the Company relating to such Registration Statement; provided, further, if such Purchaser revokes a demand pursuant to this Section 9.1(a)(i) within twenty-four (24) hours after notice in writing to such Purchaser of an Underwriter Cutback, (1) such request shall not count as one of its demand requests pursuant to Section 9.1(a)(ii) and (2) such Purchaser will not be obligated to reimburse the Company for any of its out-of-pocket expenses, including Registration Expenses.

(ii) Following receipt of any notice under this Section 9.1(a), the Company shall use commercially reasonable best efforts to register under the Securities Act, for public sale in accordance with the method of disposition specified in such notice from such Purchaser, the number of shares of Registrable Securities specified in such notice. If such method of disposition shall be an underwritten public offering, such Purchaser may designate the managing underwriter or co-managing underwriter of such offering, subject to the approval of the Company, which approval shall not be unreasonably

withheld or delayed. Each Purchaser shall have two (2) demand registrations pursuant to this Section 9.1(a); provided, however, that the Company shall not be obligated to effect more than one such registration in any one hundred eighty (180)-day period; provided, further, that such obligation shall be deemed satisfied only when a Registration Statement covering all shares of Registrable Securities specified in notices received as aforesaid, for sale in accordance with the method of disposition specified by such Purchaser, shall have become effective and, (A) if such method of disposition is a firm commitment underwritten public offering, all such

shares shall have been sold pursuant thereto and (B) in any other case, such Registration Statement shall have remained effective throughout the Effectiveness Period.

(iii) From and after the date hereof, the Company shall use its commercially reasonable best efforts to qualify under the provisions of the Securities Act, and thereafter, to continue to qualify at all times, for registration on Form S-3 or any successor thereto. Demand registrations pursuant to this Section 9.1(a) shall be on Form S-3 or any similar short-form Registration Statement, if available. In the event the Company fails to qualify, the Company shall be required to effect demand registrations pursuant to this Section 9.1(a) on Form S-1 or any successor thereto to the same extent as the Company would be required to effect demand registrations on Form S-3.

(iv) Notwithstanding anything to the contrary contained in this Agreement, the Company shall be entitled, by providing written notice to any Purchaser, to require such Purchaser to suspend the use of the Prospectus for sales of Registrable Securities under the Registration Statement for a reasonable period of time not to exceed one hundred twenty (120) consecutive days or one hundred eighty (180) days in the aggregate in any 12-month period (a "Suspension Period") if the Board of Directors of the Company (or the executive committee thereof) determines that such use would (A) require the public disclosure of material non-public information concerning any transaction or negotiations involving the Company that would interfere with such transaction or negotiations or (B) otherwise interfere with financing plans, acquisition activities or business activities of the Company, provided, that, if at the time of receipt of such notice such Purchaser shall have sold Registrable Securities (or have signed a firm commitment underwriting agreement with respect to the purchase of such shares) and the reason for the Suspension Period is not of a nature that would require a post-effective amendment to the Registration Statement, then the Company shall use its commercially reasonable best efforts to take such action as to eliminate any restriction imposed by federal securities Laws on the timely delivery of such shares. Immediately upon receipt of such notice, such Purchaser shall discontinue the disposition of Registrable Securities under such Registration Statement and Prospectus relating thereto until such Suspension Period is terminated. The Company agrees that it will terminate any such Suspension Period as promptly as reasonably practicable and will promptly notify such Purchaser of such termination. After the expiration of any Suspension Period and without any further request from such Purchaser, the Company shall as promptly as reasonably practicable prepare a post-effective amendment or supplement to the Registration Statement or the Prospectus, or any document incorporated therein by reference, or file any other required document so that, as thereafter delivered to purchasers of the Registrable Securities included therein, the Prospectus will not include an untrue statement of a material fact or omit to state any

material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If a Suspension Period occurs during the Effectiveness Period for a Registration Statement, such Effectiveness Period shall be extended for a number of days equal to the total number of days during which the distribution of Registrable Securities is suspended under this Section 9.1(a)(iv). If the Company notifies any Purchaser of a Suspension Period with respect to a Registration Statement requested pursuant to Section 9.1(a) that has not yet been declared effective, (i) such Purchaser may by notice to the Company withdraw such request without such request counting as one of such Purchaser's demand requests under Section 9.1(a)(ii) and (ii) such Purchaser will be not obligated to reimburse the Company for any of its out-of-pocket expenses, including Registration Expenses.

(v) The Company shall be entitled to include in any Registration Statement referred to in this Section 9.1(a), for sale in accordance with the method of disposition specified by such Purchaser, shares of Common Stock to be sold by the Company for its own account (to the extent that the inclusion of such shares by the Company shall not adversely affect the offering), and shall not, without the prior consent of such Purchaser, be entitled to include shares held by any persons other than such Purchaser and its Affiliates. The Registrable Securities of such Purchaser shall have priority for inclusion in any firm commitment underwritten offering, ahead of all Registrable Securities held by other holders included in such offering, in any Underwriter Cutback.

(b) Piggyback Registration. Subject to the terms and conditions of this Agreement, if the Company at any time following the Closing Date (other than pursuant to Section 9.1(a)) proposes to register any of its securities under the Securities Act for sale to the public, whether for its own account or for the account of other security holders or both (except with respect to registration statements on Forms S-4, S-8 or another form not available for registering the Registrable Securities for sale to the public), it will give prompt written notice to each Purchaser of its intention to do so (such notice to be given not less than ten (10) Business Days prior to the anticipated filing date of the related Registration Statement). Upon the written request of any Purchaser, received by the Company within ten (10) Business Days after the giving of any such notice by the Company, to register any of its Registrable Securities, the Company will use commercially reasonable best efforts to cause the Registrable Securities as to which registration shall have been so requested to be included in the securities to be covered by the Registration Statement proposed to be filed by the Company, all to the extent required to permit the sale or other disposition by such Purchaser or its Affiliates of such Registrable Securities so registered. In the event that any registration pursuant to this Section 9.1(b) shall be, in whole or in part, an underwritten public offering of Common Stock, the number of shares of Registrable Securities to be included in such an underwriting may be reduced pursuant to an Underwriter Cutback. In the event that the managing underwriter or co-managing underwriters on behalf of all underwriters limits the number of shares to be included in a registration pursuant to this Section 9.1(b), or shall otherwise require a limitation of the number of shares to be included in the registration, then the Company will include in such registration (i) first, securities proposed by the Company to be sold for its own account and (ii) second, shares of Registrable Securities requested to be included by such Purchaser pursuant to this Section 9.1(b) and securities requested to be included by any other holders of Registrable Securities, pro rata, based on the number of Registrable Securities beneficially owned by such Purchaser and each such other holder of

Registrable Securities. Notwithstanding the foregoing provisions, the Company may withdraw any registration statement referred to in this Section 9.1(b) without thereby incurring any Liability to any Purchaser or its Affiliates.

(c) Expenses. Except as specifically provided herein, all Registration Expenses incurred in connection with the registration of the Registrable Securities shall be borne by the Company, and all Selling Expenses shall be borne by the applicable Purchaser.

(d) Procedures for Registration. If and whenever the Company is required by the provisions of Sections 9.1(a) or 9.1(b) to use commercially reasonable best efforts to effect the registration of any shares of Registrable Securities under the Securities Act, the Company will, as expeditiously as possible:

(i) Prepare and promptly file with the SEC a Registration Statement with respect to such securities and use commercially reasonable best efforts to cause such Registration Statement to become and remain effective for the period of the distribution contemplated thereby (determined as hereinafter provided);

(ii) Prepare and file with the SEC such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective for the period specified in paragraph (i) above and comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such Registration Statement in accordance with the applicable Purchaser's or its Affiliates' intended method of disposition set forth in such Registration Statement for such period;

(iii) Furnish to the applicable Purchaser and the underwriters such number of copies of the Registration Statement and the Prospectus included therein (including each preliminary prospectus) as such persons reasonably may request in order to facilitate the public sale or other disposition of the Registrable Securities covered by such Registration Statement;

(iv) Use commercially reasonable best efforts to register or qualify the Registrable Securities covered by such Registration Statement under the securities or "blue sky" Laws of such jurisdictions as the applicable Purchaser or, in the case of an underwritten public offering, the managing underwriter reasonably shall request; provided, however, that the Company shall not for any such purpose be required to qualify generally to transact business as a foreign corporation in any

jurisdiction where it is not so qualified or to consent to general service of process in any such jurisdiction;

(v) Use commercially reasonable best efforts to list the Registrable Securities covered by such Registration Statement with any securities exchange on which the Series C Common Stock is then listed;

(vi) Provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of such Registration Statement;

(vii) Immediately notify the applicable Purchaser, at any time when a

Prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus contained in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, and at the request of such Purchaser prepare and furnish to such Purchaser a reasonable number of copies of a supplement to or an amendment of such Prospectus as may be necessary so that, as thereafter delivered to the purchasers of such Registrable Securities, such Prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing;

(viii) If the offering is underwritten and at the request of the applicable Purchaser, use commercially reasonable best efforts to furnish on the date that Registrable Securities are delivered to the underwriters for sale pursuant to such registration: (i) an opinion dated such date of counsel representing the Company for the purposes of such registration, addressed to the underwriters and to such Purchaser, covering such matters as are typically included in an opinion to underwriters for a comparable transaction, including stating that such Registration Statement has become effective under the Securities Act and that (A) to the knowledge of such counsel, no stop order suspending the effectiveness thereof has been issued and no proceedings for that purpose have been instituted or are pending or contemplated under the Securities Act and (B) the Registration Statement, the related Prospectus and each amendment or supplement thereof comply as to form in all material respects with the requirements of the Securities Act (except that such counsel need not express any opinion as to financial statements or financial or statistical data contained therein) and (ii) a letter dated such date from the independent public accountants retained by the Company, addressed to the underwriters and to such Purchaser, stating that they are independent public accountants within the meaning of the Securities Act and that, in the opinion of such accountants, the financial statements of the Company included in the Registration Statement or the Prospectus, or any amendment or supplement thereof, comply as to form in all material respects with the applicable accounting requirements of the Securities Act, and such letter shall additionally cover such other financial matters (including information as to the period ending no more than five (5) Business Days prior to the date of such letter) with respect to such registration as such underwriters or such Purchaser may reasonably may request;

(ix) Use commercially reasonable best efforts to cooperate with the applicable Purchaser and its Affiliates in the disposition of the Registrable Securities covered by such Registration Statement;

(x) In connection with the preparation and filing of each Registration Statement registering Registrable Securities under the Securities Act, and before filing any such Registration Statement or any other document in connection therewith, give reasonable consideration to the inclusion in such documents of any comments reasonably and timely made by the applicable Purchaser or any of its legal counsel; participate in and make documents available for the reasonable and customary due diligence review of

underwriters during normal business hours, on reasonable advance notice and without undue burden or hardship on the Company; provided that (i) any party receiving confidential materials shall execute a confidentiality agreement on customary terms if reasonably requested by the Company and (ii) the Company may in its sole discretion restrict access to competitively sensitive or legally privileged documents or information; and

(xi) Otherwise use commercially reasonable best efforts to comply with the Securities Act, the Exchange Act and any other applicable rules and regulations of the SEC and reasonably cooperate with the applicable Purchaser in the disposition of its Registrable Securities in accordance with the terms of this Agreement. Such cooperation shall include the endorsement and transfer of any certificates representing Registrable Shares (or a book-entry transfer to similar effect) transferred in accordance with this Agreement.

For purposes of Sections 9.1(d)(i) and 9.1(d)(ii) and of Section 9.1(a)(iv), the period of distribution of Registrable Securities in a firm commitment underwritten public offering shall be deemed to extend until each underwriter has completed the distribution of all securities purchased by it, and the period of distribution of Registrable Securities in any other registration shall be deemed to extend until the earlier of the sale of all Registrable Securities covered thereby and ninety (90) days after the effective date thereof (the "Effectiveness Period"). In connection with each registration hereunder, each Purchaser and its Affiliates will timely furnish to the Company in writing such information with respect to themselves and the proposed distribution by them as reasonably shall be necessary in order to assure compliance with federal and applicable state securities Laws. In connection with each registration pursuant to Sections 9.1(a) or 9.1(b) covering an underwritten public offering, the Company and each Purchaser agree to enter into customary agreements (including an underwriting or similar agreement) with the managing underwriter or co-managing underwriters selected in the manner herein provided, in such form and containing such provisions as are customary in the securities business for such an arrangement between such underwriter and companies of the Company's size and investment stature.

The Company will use commercially reasonable best efforts to make available to its security holders, as promptly as reasonably practicable, an earnings statement (which need not be audited) covering the period of twelve (12) months commencing upon the first disposition of Registrable Securities pursuant to a Registration Statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 of the SEC promulgated thereunder.

(e) Suspension of Sales. Upon receipt of notice from the Company pursuant to Section 9.1(d)(vii) the applicable Purchaser shall immediately discontinue disposition of Registrable Securities pursuant to the applicable Registration Statement and Prospectus relating thereto until such Purchaser (A) has received copies of a supplemented or amended Prospectus or prospectus supplement pursuant to Section 9.1(d)(vii) or (B) is advised in writing by the Company that the use of the Prospectus and, if applicable, prospectus supplement may be resumed, and, if so directed by the Company, such Purchaser shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Purchaser's

possession, of the Prospectus and, if applicable, prospectus supplement covering such Registrable Securities current at the time of receipt of such notice. If the Company shall give such notice with regards to any Registration Statement requested pursuant to Section 9.1(a), the Effectiveness Period in respect of such Registration Statement shall be extended by the number of days during the period from and including the date such notice is given by the Company to the date when the Company shall have (1) made available to the applicable Purchaser a supplemented or amended Prospectus or prospectus supplement pursuant to Section 9.1(d)(vii) or (2) advised such Purchaser in writing

that the use of the Prospectus and, if applicable, prospectus supplement may be resumed.

(f) Free Writing Prospectuses. Each Purchaser shall not use any Free Writing Prospectus in connection with the sale of Registrable Securities without the prior written consent of the Company.

(g) Information. It shall be a condition precedent to the Company's obligation to file a Registration Statement or any prospectus supplement with the SEC that each Purchaser and its Affiliates shall first furnish to the Company such information regarding such Purchaser, the Registrable Securities held by them and the intended method of disposition of such securities as shall be required to effect the registered offering of their Registrable Securities under the Securities Act.

(h) Indemnification.

(i) The Company agrees to indemnify and hold harmless each Purchaser named in a Registration Statement and each Person, if any, that controls such Purchaser within the meaning of the Section 15 of the Securities Act (each a "controlling person") and the respective officers, directors, stockholders, partners, members and Affiliates of such Purchaser and each controlling person (each, a "Registration Rights Indemnitee"), to the fullest extent lawful, from and against any and all Damages, directly or indirectly caused by, relating to, arising out of, based upon or in connection with (i) any untrue statement of material fact contained in any Disclosure Package, any Registration Statement, any Prospectus, any Free Writing Prospectus, or in any amendment or supplement thereto, or (ii) any omission to state in any Disclosure Package, any Registration Statement, any Prospectus, any Free Writing Prospectus, or in any amendment or supplement thereto, any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, that the Company shall not be liable to such Registration Rights Indemnitee to the extent that any such Damage is directly caused by an untrue statement or omission made in such Disclosure Package, Registration Statement, Prospectus, Free Writing Prospectus, or any amendment or supplement thereto, in reliance upon and in conformity with written information furnished to the Company by such Registration Rights Indemnitee and approved expressly for use therein. This indemnity agreement shall be in addition to any Liability which the Company may otherwise have.

(ii) Each Purchaser named in a Registration Statement agrees to indemnify the Company and its officers and directors and each Person, if any, that controls the

Company (each, a "Company Registration Rights Indemnitee"), against any and all Damages directly caused by any untrue statement of material fact contained in any Disclosure Package, any Registration Statement, any Prospectus, any Free Writing Prospectus or any amendments or supplements thereto or any omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made not misleading, in each case, to the extent that such untrue statement or omission was made in reliance upon and in conformity with written information furnished to the Company by such Purchaser and approved expressly for use therein.

(iii) If the indemnification provided for in Section 9.1(h)(i) or (ii) is unavailable to a Registration Rights Indemnitee or a Company Registration Rights Indemnitee, as applicable, with respect to any Damages referred to therein or is insufficient to hold the Registration Rights Indemnitee or Company Registration Rights Indemnitee, as applicable, harmless as contemplated therein, then the Company or the applicable Purchaser, as applicable, in lieu of indemnifying such Registration Rights Indemnitee or Company Registration Rights Indemnitee, as applicable, shall contribute to the amount paid or payable by such Registration Rights Indemnitee or Company Registration Rights Indemnitee, as applicable, as a result of such Damages in such proportion as is appropriate to reflect the relative fault of the Registration Rights Indemnitee or the Company Registration Rights Indemnitee, as applicable, on the one hand, and the Company or such Purchaser, as applicable, on the other hand, in connection with the statements or omissions which resulted in such Damages as well as any other relevant equitable considerations. The relative fault of the Company or such Purchaser, as applicable, on the one hand, and of the Registration Rights Indemnitee or Company Registration Rights Indemnitee, as applicable, on the other hand, shall be determined by reference to, among other factors, whether the untrue statement of a material fact or omission to state a material fact relates to information supplied by or on behalf of the Company or by or on behalf of the Registration Rights Indemnitee, as applicable, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; the Company and such Purchaser agree that it would not be just and equitable if contribution pursuant to this Section 9.1(h)(iii) were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in Section 9.1(h)(i). No Registration Rights Indemnitee or Company Registration Rights Indemnitee guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from the Company or such Purchaser, as applicable, if the Company or such Purchaser, as applicable, was not guilty of such fraudulent misrepresentation.

(i) Notice of Reg Rights Claim.

(i) As used in this Section 9.1(i), the term "Reg Rights Claim" means a claim for indemnification by any Company Registration Rights Indemnitee or any Registration Rights Indemnitee, as the case may be, for Damages under Section 9.1(h) (such Person making a Reg Rights Claim, an "Reg Rights Indemnified Person"). A Company Registration Rights Indemnitee or a Registration Rights Indemnitee may give notice of a

Reg Rights Claim under this Agreement (and in the case of a Registration Rights Indemnitee whether for its own Damages or for Damages incurred by any other Registration Rights Indemnitee) pursuant to a written notice of such Reg Rights Claim executed by the Company or the applicable Purchaser, as applicable (a "Notice of Reg Rights Claim"), and delivered to the other of them (such receiving party, the "Reg Rights Indemnifying Person"), within twenty (20) days after such Reg Rights Indemnified Person becomes aware of the existence of any potential claim by such Reg Rights Indemnified Person for indemnification under Section 9.1(h), arising out of or resulting from any item indemnified pursuant to the terms of Section 9.1(h)(i) or Section 9.1(h)(ii); provided, that, the failure to timely give such notice shall not limit or reduce the Reg Rights Indemnified Person's right to indemnification hereunder unless (and then only to the extent that) the Reg Rights Indemnifying Person's defense of such Reg Rights Claim is materially and adversely prejudiced thereby.

(ii) Each Notice of Reg Rights Claim shall: (A) state that the Reg Rights Indemnified Person has incurred or paid Damages in an aggregate stated amount (where practicable) arising from such Reg Rights Claim (which amount may be the amount of damages claimed by a third party in an Action brought against any Reg Rights Indemnified Person based on alleged facts, which if true, would give rise to Liability for Damages to such Reg Rights Indemnified Person under Section 9.1(h); and (B) contain a brief description, in reasonable detail (to the extent reasonably available to the Reg Rights Indemnified Person), of the facts, circumstances or events giving rise to the alleged Damages based on the Reg Rights Indemnified Person's good faith belief and knowledge thereof, including the identity and address of any third party claimant (to the extent reasonably available to the Reg Rights Indemnified Person).

(iii) Following delivery of the Notice of Reg Rights Claim (or at the same time if the Reg Rights Indemnified Person so elects) the Reg Rights Indemnified Person shall deliver copies of any demand or complaint, the amount of Damages, the date each such item was incurred or paid, or the basis for such anticipated Liability, and the specific nature of the breach to which such item is related.

(j) Defense of Third Party Reg Rights Claims.

(i) Subject to the provisions hereof, the Reg Rights Indemnifying Person on behalf of the Reg Rights Indemnified Person shall have the right to elect to

defend and control the defense of any Third-Party Reg Rights Claim, and, as provided by Section 9.1(k), the costs and expenses incurred by the Reg Rights Indemnifying Person in connection with such defense (including reasonable attorneys' fees, other professionals' and experts' fees and court or arbitration costs) shall be paid by the Reg Rights Indemnifying Person. The Reg Rights Indemnified Person (unless itself controlling the Third-Party Reg Rights Claim in accordance with this Section 9.1(j)) may participate, through counsel of its own choice and, except as provided herein, at its own expense, in the defense of any Third Party Reg Rights Claim.

(ii) The Reg Rights Indemnified Person shall give prompt written notice of any Third-Party Reg Rights Claim to the Indemnifying Person;provided, that the failure

to timely give such notice shall not limit or reduce the Reg Rights Indemnified Person's right to indemnity hereunder unless (and then only to the extent that) the Reg Rights Indemnifying Person's defense of such Third-Party Reg Rights Claim is materially and adversely prejudiced thereby. The Reg Rights Indemnifying Person shall be entitled to assume the control and defense thereof utilizing legal counsel reasonably acceptable to the Reg Rights Indemnified Person; provided, that the Reg Rights Indemnifying Person shall not be entitled to assume control of such defense if (A) the claim for indemnification relates to or arises in connection with any criminal or governmental proceeding, action, indictment, allegation or investigation, (B) the claim seeks an injunction against the Reg Rights Indemnified Person, to the extent that such defense relates to the claim for such injunction, or (C) the Reg Rights Indemnifying Person has elected to have the Reg Rights Indemnified Person defend, or assume the control and defense of, a Third-Party Reg Rights Claim in accordance with this Section 9.1(j).

(iii) Any party controlling the defense of any Third-Party Reg Rights Claim pursuant hereto shall: (i) conduct the defense of such Third-Party Reg Rights Claim with reasonable diligence and keep the other parties reasonably informed of material developments in the Third-Party Reg Rights Claim at all stages thereof; (ii) as promptly as reasonably practicable, submit to the other parties copies of all pleadings, responsive pleadings, motions and other similar legal documents and papers received or filed in connection therewith; (iii) permit the other parties and their counsel to confer on the conduct of the defense thereof; and (iv) permit the other parties and their counsel an opportunity to review all legal papers to be submitted prior to their submission. The Company and the applicable Purchaser will render to the other party such assistance as may be reasonably required in order to insure the proper and adequate defense thereof and shall furnish such records, information and testimony and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested by the other party in connection therewith; provided, however, that notwithstanding anything to the contrary in this Agreement, no party shall be required to disclose any information to the other party or its counsel, accountants or representatives, if doing so would be reasonably expected to violate any Law to which such Person is subject or could jeopardize (in the reasonable discretion of the disclosing party) any attorney-client privilege available with respect to such information.

(iv) If the Reg Rights Indemnifying Person controls the defense of and defends any Third-Party Reg Rights Claim under this Section 9.1(j), the Reg Rights Indemnifying Person shall have the right to effect a settlement of such Third-Party Reg Rights Claim on the Reg Rights Indemnified Person's behalf without the consent of the Reg Rights Indemnified Person; provided, that (A) such settlement does not involve any injunctive relief binding upon the Reg Rights Indemnified Person or any of its Affiliates, and (B) such settlement expressly and unconditionally releases the Reg Rights Indemnified Person and the other applicable Reg Rights Indemnified Persons (that is, each of the Company Registration Rights Indemnitees, if the Reg Rights Indemnified Person is a Company Registration Rights Indemnitee, and each of the Registration Rights Indemnitees, if the Reg Rights Indemnified Person is a Registration Rights Indemnitee) from all Liabilities with respect to such Third-Party Reg Rights Claim, without prejudice. If the Reg Rights Indemnified Person controls the defense of and defends any Third-Party

Reg Rights Claim under this Section 9.1(j), the Indemnified Person shall have the right to effect a settlement of such Third-Party Reg Rights Claim with the consent of the Reg Rights Indemnifying Person (which consent shall not be unreasonably withheld, conditioned or delayed). No settlement by the Reg Rights Indemnified Person of such Third-Party Reg Rights Claim shall limit or reduce the right of any Reg Rights Indemnified Person to indemnity hereunder for all Damages they may incur arising out of or resulting from the Third-Party Reg Rights Claim to the extent indemnified in Section 9.1(h); provided, that such settlement is effected in accordance with this Section 9.1(j). As used in this Section 9.1, the term "settlement" refers to any consensual resolution of the claim in question, including by consent, decree or by permitting any judgment or other resolution of a claim to occur without disputing the same, and the term "settle" has a corresponding meaning.

(k) Resolution of Claims. Each Notice of Reg Rights Claim given by an Reg Rights Indemnified Person shall be resolved as follows:

(i) Admitted Claims. If, within twenty (20) Business Days after a Notice of Reg Rights Claim is delivered to the Reg Rights Indemnifying Person, the Reg Rights Indemnifying Person agrees in writing that Liability for such Claim is indemnified under Section 9.1(h)(i) or Section 9.1(h)(ii), as applicable, the full amount of the Damages specified in the Notice of Reg Rights Claim is agreed to, and that such Notice of Reg Rights Claim is timely, the Reg Rights Indemnifying Person shall be conclusively deemed to have consented to the recovery by the Reg Rights Indemnified Person of the full amount of Damages specified in the Notice of Reg Rights Claim; provided, that, to the extent the full amount of Damages is not known at the time such Notice of Reg Rights Claim is delivered, payment by the Reg Rights Indemnifying Person under this Section 9.1(k)(i) with respect to any speculative Damages shall not be due until the actual amount of such Damages is known.

(ii) Contested Claims. If the Reg Rights Indemnifying Person does not so agree in writing to such Notice of Reg Rights Claim or gives the Reg Rights Indemnified Person written notice contesting all or any portion of a Notice of Reg Rights Claim (a "Contested Claim") within the twenty (20) Business Day period specified in Section 9.1(k)(i), then such Contested Claim shall be resolved by a written settlement agreement executed by the Company and the applicable Purchaser.

(l) Brokers. For the avoidance of doubt, each Purchaser shall have the right to engage one or more brokers to effect any sale of the Purchased Shares.

(m) Rule 144.

(i) To the extent that the Purchased Shares are tradable without restriction pursuant to Rule 144 of the Securities Act, the Company will cause the removal of any restrictive legends from such Purchased Shares.

(ii) With a view to making available to each Purchaser the benefits of certain rules and regulations of the SEC which may permit the sale of the Registrable Securities

that are shares of Series C Common Stock to the public without registration, the Company agrees to use its commercially reasonable best efforts to: (A) make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act or any similar or analogous rule promulgated under the Securities Act, at all times after the Closing Date; (B) file with the SEC, in a timely manner, all reports and other documents required of the Company under the Exchange Act; and (C) so long as the applicable Purchaser owns any Registrable Securities, furnish to such Purchaser forthwith upon request: a written statement by the Company as to its compliance with the reporting requirements of Rule 144 under the Securities Act, and of the Exchange Act; a copy of the most recent annual or

quarterly report of the Company; and such other reports and documents as such Purchaser may reasonably request in availing itself of any rule or regulation of the SEC allowing it to sell any such Common Stock without registration.

(n) Termination of Registration Rights. This Section 9.1 (other than Section 9.1(c), Sections 9.1(h)-(k) and Section 9.1(m)) will terminate on the date on which all Purchased Shares subject to this Agreement cease to be Registrable Securities.

ARTICLE X

INDEMNIFICATION

SECTION 10.1 Indemnification. The Company agrees to indemnify and hold harmless each Purchaser and each of its respective members, directors, limited and general partners, managers, officers, employees and controlling persons, and each of their respective successors and assigns (collectively, the "Indemnified Persons" and each individually, an "Indemnified Person") from and against any and all losses, claims, damages, demands and liabilities, joint or several, or actions or proceedings in respect thereof, brought by or against any person (collectively, "Losses"), relating to or arising out of any pending or threatened Action brought by or on behalf of the shareholders of the Target, the Company or Charter (each such Action, a "Shareholder Action"). Except as provided in Section 10.2 below, the Company agrees to reimburse each Indemnified Person promptly upon request for all reasonable and documented costs and expenses (including reasonable and documented fees, disbursements and other charges of legal counsel) as they are incurred in connection with investigating, preparing for, defending (including, with the Company's prior consent, counterclaims and impleading third parties) against or providing evidence in, any pending or threatened Shareholder Action (whether or not the Purchaser or any other Indemnified Person is a named party or witness, and whether or not any liability to any person results therefrom), including in connection with enforcing the terms hereof.

SECTION 10.2 Limitations. Notwithstanding the foregoing, the Company shall have no obligation to indemnify, hold harmless or promptly reimburse any Indemnified Person under this Agreement or other obligation to any Indemnified Person in respect of any Losses to the extent that such Losses are finally judicially determined to have resulted from the material breach of this Agreement of or by any Indemnified Person. In the event that it is determined that an Indemnified Person materially breached this Agreement, such Indemnified Person shall be obligated to reimburse the Company for any amounts

previously paid by the Company or on behalf of such Indemnified Person. In case any proceeding shall be instituted in respect of which an Indemnified Person may seek indemnification, such Indemnified Person shall promptly notify the Company in writing, but the failure to so notify the Company will not relieve it from any Liability which it may have hereunder or otherwise, except to the extent such failure materially prejudices the Company's rights with respect to such proceeding.

SECTION 10.3 Defense of Third-Party Claims

(a) Subject to the provisions hereof, the Company on behalf of the Indemnified Party shall have the right, by providing written notice to the Indemnified Party, to elect to defend and control the defense of any litigation that is instituted or claim or demand that is asserted by any third party in respect of which indemnification may be sought under this Article X (a "Third Party Claim"), the costs and expenses incurred by the Company in connection with such defense (including attorneys' fees, other professionals' and experts' fees and court or arbitration costs) shall be paid by the Company. If the Company does not assume the defense of any such Third-Party Claim, the Indemnified Party may defend, or assume control of the defense of, any Third-Party Claim against the Company. The Indemnified Party (unless itself controlling the Third-Party Claim in accordance with this Section 10.3(a)) may participate, through counsel of its own choice and, except as provided herein, at its own expense, in the defense of any Third-Party Claim.

(b) Any party controlling the defense of any Third-Party Claim pursuant hereto shall: (i) conduct the defense of such Third-Party Claim with reasonable diligence and keep the other parties reasonably informed of material developments in the Third-Party Claim at all stages thereof; (ii) as promptly as reasonably practicable, submit to the other parties copies of all pleadings, responsive pleadings, motions and other similar legal documents and papers received or filed in connection therewith; (iii) permit the other parties and their counsel to confer on the conduct of the defense thereof; and (iv) permit the other parties and their counsel an opportunity to review all legal papers to be submitted prior to their submission; provided, however, that, notwithstanding anything to the contrary in this Agreement, no party shall be required to disclose any information to the other party or its counsel, accountants or representatives, if doing so would be reasonably expected to violate any Law to which such person is subject or could jeopardize (in the reasonable discretion of the disclosing party) any attorney-client privilege available with respect to such information.

SECTION 10.4 Settlement of Claims. The Company agrees that it will not, without the applicable Purchaser's prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any pending or threatened action, claim, suit, investigation or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not any Purchaser or any other Indemnified Person is an actual or potential party thereto) unless such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Person from all liability arising out of such action, claim, suit, investigation or proceeding and does not impose any monetary or financial obligation on any Indemnified Person or contain any admission of culpability or liability on the part of any Indemnified Person. The Company shall not be required to indemnify each Purchaser for any amount paid or payable by such Purchaser in the settlement of any action, proceeding or

investigation entered into without the prior written consent of the Company. No Indemnified Person seeking indemnification, reimbursement or contribution under this Agreement will, without the Company's prior written consent (which consent shall not be unreasonably withheld or delayed), settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claim, suit, investigation or proceeding referred to herein.

SECTION 10.5 Contribution(a) . If the foregoing indemnification provided for herein is determined to be unavailable to an Indemnified Person for any reason (other than as specified in Section 10.2 or is insufficient to hold it harmless in respect of any Losses referred to herein, then, in lieu of indemnifying such Indemnified Person hereunder, the Company shall contribute to the amount paid or payable by such Indemnified Person as a result of such Losses (and expenses related thereto) (i) in such proportion as is appropriate to reflect the relative benefits to the Company, on the one hand, and to the applicable Purchaser, on the other hand, with respect to this Agreement or (ii) if the allocation provided by clause (i) of this paragraph is not available, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of each of the Company and the applicable Purchaser and any other relevant and equitable considerations.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1 Survival. The representations and warranties of the parties contained in this Agreement shall survive the Closing. All of the covenants or other agreements of the parties contained in this Agreement shall survive until fully performed or fulfilled.

SECTION 11.2 Notices. Any notices or other communications required or permitted under, or otherwise in connection with this Agreement, shall be in writing and shall be deemed to have been duly given (A) when delivered in person, (B) upon transmission when sent by facsimile transmission with written confirmation of receipt,

(C) upon transmission by electronic mail (but only if followed by transmittal of a copy thereof by (x) national overnight courier or (y) hand delivery with receipt, in each case, for delivery by the second (2nd) Business Day following such electronic mail), (D) on receipt after dispatch by registered or certified mail, postage prepaid and addressed, or (E) on the next Business Day if transmitted by national overnight courier, in each case as follows:

If to the Company:

Liberty Broadband Corporation
12300 Liberty Boulevard
Englewood, CO 80112
Attention: Richard N. Baer
Facsimile:
E-mail:

with a copy (which shall not constitute notice) to:

Baker Botts L.L.P.
30 Rockefeller Plaza
New York, NY 10112
Attention: Frederick McGrath
Renee L. Wilm
Facsimile: (212) 259-2500
E-mail: frederick.mcgrath@bakerbotts.com
renee.wilm@bakerbotts.com

If to any Purchaser:

c/o Soroban Capital Partners LP
444 Madison Avenue, 21st Floor
New York, NY 10022
Attention: Gaurav Kapadia
Facsimile:
E-mail:

with a copy (which shall not constitute notice) to:

Soroban Capital Partners LP
444 Madison Avenue, 21st Floor
New York, NY 10022
Attention: Steven Niditch
Facsimile:
E-mail:

SECTION 11.3 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of Delaware.

SECTION 11.4 Jurisdiction and Venue. The parties hereto hereby irrevocably submit to the jurisdiction of the Delaware Court of Chancery or, in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware, or that this Agreement or any such document may not be enforced in or by such courts, and the parties

hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware. The parties hereto hereby consent to and grant the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, the United States District Court for the District of Delaware, jurisdiction over the person of such parties and, to the extent permitted by Law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 11.2 or in such other manner as may be permitted by Law shall be valid and sufficient service thereof. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 11.5 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto and, except for the LIC Assignment Agreement, the Letter Agreement and the letter agreement governing confidentiality, dated as of May 24, 2015, by and among Purchasers and the Company, supersedes any prior understandings, agreements or representations by or among the parties hereto, or any of them, written or oral, in each case, with respect to the subject matter hereof.

SECTION 11.6 Assignment. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their respective successors and assigns. Except as provided below, no Purchaser shall assign this Agreement, or any rights or obligations hereunder, without the prior written consent of the Company, provided that a Purchaser, at any time up until the seventh (7th) day prior to the Closing Date, may assign this Agreement so long as it provides prompt written notice to the Company, and the rights and obligations hereunder, to any Affiliate of the Purchaser able to fulfill such Purchaser's obligations hereunder, including making the representations and warranties contained in Section 3.2 (provided, further that no such assignment shall prevent or materially impair or delay the consummation of the transactions contemplated hereby), and the Company shall not assign this Agreement, or any rights or obligations hereunder, without the prior written consent of all Purchasers. No assignment permitted pursuant to this Section 11.6 shall relieve Purchaser of its obligations hereunder except to the extent such obligations are actually fulfilled by such Affiliate assignee.

SECTION 11.7 Counterparts and Signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties hereto and delivered to the other parties, it being understood that all parties need not sign the same counterpart. This Agreement may be executed and delivered by facsimile or electronic mail transmission.

SECTION 11.8 Amendments and Waivers.

(a) No failure or delay on the part of the Company or any Purchaser in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

(b) The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless consented to in writing by the party against whom it shall be enforced.

(c) Notwithstanding anything to the contrary herein, the Company, without the consent of Purchasers, may amend, modify or supplement this Agreement in order to substitute a Purchaser as to whom this Agreement has been terminated with a new party to step in the shoes of such terminated Purchaser for all purposes of this Agreement; provided that the rights of the other Purchasers party to this Agreement as of the date hereof shall not be adversely affected, in any material respect (for the avoidance of doubt, any change to the number of Purchased Shares to which any Purchaser is entitled to acquire hereunder shall be deemed to have a material adverse effect on such Purchaser for this purpose).

SECTION 11.9 Interpretation. When reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement, unless otherwise indicated. The headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa. Any reference to any federal, state, local or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.”

SECTION 11.10 No Third-Party Beneficiaries. This Agreement is not intended, and shall not be deemed, to confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns or to otherwise create any third-party beneficiary hereto; provided, that the Related Parties are express third-party beneficiaries of this Agreement with respect to the provisions in which they are referenced and entitled to enforce each of the provisions hereof.

SECTION 11.11 Fees and Expenses. All fees and expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement shall be paid by the party or parties, as applicable, incurring such expenses.

SECTION 11.12 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or

invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be completed as originally contemplated to the fullest extent possible.

SECTION 11.13 Adjustments. Without limiting the other provisions of this Agreement, if at any time after the date of the Original Investment Agreement and prior to the Closing, the Company pays a dividend in, splits, combines into a smaller number of shares, or issues by reclassification any shares of the Company’s Series C Common Stock (or undertakes any similar act), then the Price Per Share will be appropriately adjusted to provide to the Purchaser the same economic effect as contemplated by this Agreement prior to such action, and as so adjusted will, from and after the date of such event, be the Price Per Share, subject to further adjustment in accordance with this provision.

SECTION 11.14 Equitable Remedies.

(a) Neither rescission, set-off nor reformation of this Agreement shall be available as a remedy to any of the parties hereto. The parties hereto agree that irreparable damage would occur in the event any of the provisions of this Agreement were not to be performed in accordance with the terms hereof and that the parties shall be entitled, and each party hereby consents, to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms hereof, without bonds or other security being required, in addition to any other remedies at Law or in equity. In the event that a party institutes any suit or action under this Agreement, including for specific performance or injunctive relief pursuant to this Section 11.14, the prevailing party in such proceeding shall be entitled to receive the costs incurred thereby in conducting the suit or action, including reasonable attorneys’ fees and expenses.

(b) Notwithstanding anything that may be expressed or implied in this Agreement or any document or instrument delivered contemporaneously herewith, no person (other than the Company and each Purchaser and their respective permitted assigns (if any), to the extent provided in, and subject to the limitations of, this Agreement) shall have any obligation hereunder and, notwithstanding that such Purchaser or any of its permitted assigns may be a corporation, partnership or limited liability company, no person shall have any rights of recovery against, or recourse hereunder or in respect of any oral representations made or alleged to be made in connection herewith, against, any former, current and future direct or indirect equityholders, controlling persons, stockholders, directors, officers, employees, agents, Affiliates, members, managers, general or limited partners, financing sources, assignees, successors or predecessors or attorneys or other representatives of such Purchaser, or any of its successors or assigns, or any former, current and future direct or indirect equityholders, controlling persons, stockholders, directors, officers, employees, agents, Affiliates, members, managers, general or limited partners, financing sources, assignees, successors or predecessors or attorneys or other representatives or successors or assigns of any of the foregoing (each, a “Related Party” and together, the “Related Parties”), in each case, other than, for the avoidance of doubt, solely against Purchaser, to the extent provided in, and subject to the limitations contained

in, this Agreement (collectively, the “Available Remedies”), whether by or through attempted piercing of the corporate veil, by or through any claim against any Related Party, by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any applicable Law, it being agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Related Party for any obligations of such Purchaser under this Agreement or

in respect of any oral representations made or alleged to be made in connection herewith or therewith or for any claim (whether at law or equity or in tort, contract or otherwise) based on, in respect of, or by reason of such obligations or their creation (in each case, for the avoidance of doubt, other than in respect of the Available Remedies solely against such Purchaser). Under no circumstances shall any Purchaser (or any of its Related Parties or assignees) be liable hereunder for any special, incidental, consequential, indirect or punitive damages to any person, including the Company, the Company's equityholders or any of their respective Affiliates in respect of this Agreement.

SECTION 11.15 Certain Definitions. As used in this Agreement, the following terms have the meanings ascribed thereto below:

"Action" means any action, suit, claim, arbitration, proceeding, inquiry or investigation, by or before any Governmental Entity.

"Affiliate" means any Person that Controls, is Controlled by or is under common Control with the Person specified, and includes any investment fund or funds managed by the same manager or management company. For purposes of this definition, (i) the Company shall not be deemed to be an Affiliate of any Purchaser or any of their respective Affiliates, and no Purchaser nor any of its Affiliates shall be deemed to be an Affiliate of the Company and (ii) the Company shall be deemed to be an Affiliate of Charter.

"Aggregate Purchase Price" means the Initial Commitment Amount less the Commitment Reduction Amount.

"Agreement" has the meaning set forth in the preamble to this Agreement.

"ASR Eligible" means the Company meets or is deemed to meet the eligibility requirements to file an ASRS as set forth in General Instruction I.D. to Form S-3.

"ASRS" means an "automatic shelf registration statement" as defined in Rule 405 promulgated under the Securities Act.

"Assignee Purchased Shares" has the meaning set forth in the recitals to this Agreement.

"Available Remedies" has the meaning set forth in Section 11.14(b) of this Agreement.

"Book-Entry System" has the meaning set forth in Section 1.1(e) of this Agreement.

"Business Day" means any day other than a Saturday, Sunday or a day on which banking institutions in the State of New York are authorized or obligated by Law or executive order to close.

"Charter" has the meaning set forth in the recitals to this Agreement.

"Charter Investment Agreement" has the meaning set forth in the recitals to this Agreement.

"Closing" has the meaning set forth in Section 1.1(b) of this Agreement.

"Closing Date" means the date of closing of the transactions contemplated by the Mergers Agreement.

"Commitment Reduction Amount" means, following a Commitment Reduction Election by the Company, such amount as determined by the Company, in its sole discretion, which shall not exceed 25% of the Initial Commitment Amount, and which shall be applied pro rata across all Purchasers and all equity financing source parties to the Other Investment Agreements.

"Commitment Reduction Election" means the delivery by the Company of a notice to each Purchaser, that the Company has determined in its sole discretion to obtain a portion of the financing it needs to complete the New Charter Investment through the incurrence of indebtedness and other financing sources not related to the equity of the Company and indicating that the Board of Directors of the Company has determined in its reasonable judgment that such indebtedness or financing alternatives, after giving effect to the Commitment Reduction Election provide the Company with a superior alternative for the Company to the transactions contemplated hereby without giving effect to the Commitment Reduction Election.

"Common Stock" has the meaning set forth in Section 2.1(c) of this Agreement.

"Company" has the meaning set forth in the preamble to this Agreement.

"Company Affiliates" has the meaning set forth in Section 8.1 of this Agreement

"Company Registration Rights Indemnitee" has the meaning set forth in Section 9.1(h)(ii) of this Agreement.

"Company Stock" means shares of Series C Common Stock and, if a Vote Failure Event occurs, shares of Preferred Stock.

"Computershare" has the meaning set forth in Section 1.1(e) of this Agreement.

"Control" means the power, directly or indirectly, to direct the management and policies of a Person, whether by ownership of voting securities, by contract or otherwise.

"Contested Claim" has the meaning set forth in Section 9.1(k)(ii) of this Agreement.

"controlling person" has the meaning set forth in Section 9.1(h)(i) of this Agreement.

"Damages" means any and all claims, demands, suits, actions, causes of actions, losses, costs, damages, liabilities, and out-of-pocket expenses incurred or paid, including reasonable attorneys' fees, costs of investigation or settlement, other professionals' and experts' fees, court

or arbitration costs, but specifically excluding consequential damages, lost profits, indirect damages, punitive damages, exemplary damages and any taxes incurred as a result of any recovery received.

"Disclosure Package" means, with respect to any offering of Registrable Securities, (i) the preliminary Prospectus, (ii) each Free Writing Prospectus and (iii) all

other information, in each case, that is deemed, under Rule 159 under the Securities Act, to have been conveyed to purchasers of securities at the time of sale of such securities.

"Effectiveness Period" has the meaning set forth in Section 9.1(d) of this Agreement.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder (as in effect on the date of this Agreement).

"Exchange Act Reports" has the meaning set forth in Section 3.1(e) of this Agreement.

"FIRPTA Certificate" has the meaning set forth in Section 1.1(d) of this Agreement.

"First Company Merger" has the meaning set forth in the recitals to this Agreement.

"Free Writing Prospectus" means any "free writing prospectus" as defined in Rule 405 under the Securities Act.

"Governmental Entity" means any United States or foreign (a) federal, state, local, municipal or other government, (b) governmental or quasi-governmental entity of any nature (including, without limitation, any governmental agency, branch, department, official or entity and any court or other tribunal) or (c) body exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, including, without limitation, any arbitral tribunal.

"Indemnified Person" has the meaning set forth in Section 10.1 of this Agreement.

"Information" has the meaning set forth in Section 8.1 of this Agreement.

"Initial Commitment Amount" has the meaning set forth in the recitals to this Agreement.

"Law" means rule, regulation, statutes, orders, ordinance, guideline, code, or other legally enforceable requirement, including but not limited to common law, state, local and federal laws or securities laws and laws of foreign jurisdictions.

"Liability" means any and all debts, liabilities and obligations of any kind or nature, whether accrued or fixed, absolute or contingent, matured or unmatured, or determined or determinable.

"LIC" has the meaning set forth in the recitals to this Agreement.

"LIC Assignment Agreement" has the meaning set forth in the recitals to this Agreement.

"Lien" means any and all pledges, liens, proxies, claims, charges, security interests, preemptive rights, voting trusts, voting agreements, options, rights of first offer or refusal and any other encumbrances whatsoever.

"Losses" has the meaning set forth in Section 10.1 of this Agreement.

"Material Adverse Effect" means any event, circumstance, change or effect, individually or in the aggregate, that (i) has a material adverse effect on the ability of the Company to consummate the transactions contemplated by this Agreement or (ii) is materially adverse to the business, condition (financial or otherwise), operations, assets or results of operations of the Company and its subsidiaries, taken as a whole, except any such event, circumstance, change or effect, to the extent resulting from:

(a) changes in the financial or securities markets or general economic or political conditions in the United States or any other market in which the Company and its Affiliates operate that affect the industries in which the Company and its Affiliates conduct their business (including changes in interest rates or the availability of credit financing, changes in exchange rates and any suspension of trading in securities (whether equity, debt, derivative or hybrid securities) generally on any securities exchange or over-the-counter-market operating in the United States or any other market in which the Company or its Affiliates operate) except to the extent that such changes materially and disproportionately have a greater adverse impact on the Company and its subsidiaries, taken as a whole, as compared to the adverse impact such changes have on the Company's competitors, but taking into account for purposes of determining whether a Material Adverse Effect has occurred only the materially disproportionate portion of the adverse impact,

(b) changes in national or international political conditions, including any engagement in hostilities or the occurrence of any acts of war, sabotage or terrorism or natural disasters in the United States occurring after the date of this Agreement except to the extent that such changes materially and disproportionately have a greater adverse impact on the Company and its subsidiaries, taken as a whole, as compared to the adverse impact such changes have on the Company's competitors, but taking into account for purposes of determining whether a Material Adverse Effect has occurred only the materially disproportionate portion of the adverse impact,

(c) the announcement of, or entry into, this Agreement, the Mergers Agreement or the consummation of the transactions contemplated hereby or thereby,

(d) any failure by the Company and its Affiliates to meet any internal or published budgets, projections, forecasts or predictions of financial performance for any period ending on or after the date of this Agreement (it being understood that the facts or occurrences giving rise or contributing to such failure that are not otherwise excluded from the definition of a "Material Adverse Effect" may be taken into account in determining whether there has been a Material Adverse Effect), or

(e) a change in the trading prices or volume of the Common Stock (it being understood that the facts or occurrences giving rise or contributing to such change that are

not otherwise excluded from the definition of a "Material Adverse Effect" may be taken into account in determining whether there has been a Material Adverse Effect),

"Merger Subsidiary" has the meaning set forth in the recitals to this Agreement.

"Mergers Agreement" has the meaning set forth in the recitals to this Agreement.

"Modification Event" means a valid delivery by the Company of prior written consent to Charter pursuant to Section 4.6 of the Charter Investment Agreement that permits Charter to take the actions described in such Section 4.6.

"New Charter" has the meaning set forth in the recitals to this Agreement.

"New Charter Investment" has the meaning set forth in the recitals to this Agreement.

"No-FIRPTA Notice" has the meaning set forth in Section 8.7 of this Agreement.

"Notice of Reg Rights Claim" has the meaning set forth in Section 9.1(i)(i) of this Agreement.

"Other Investment Agreement" means any binding agreement, understanding or arrangement entered into on or about the date of the Original Investment Agreement with any other equity financing source providing for the acquisition of Company Stock.

"Original Investment Agreement" has the meaning set forth in the preamble to this Agreement.

"Permitted Transferee" means any Person who is a Controlled Affiliate of the Purchaser (i) to whom any Purchased Shares are Transferred and (ii) who executes an assumption of this Agreement in connection with such Transfer.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, business trust, joint stock company, trust, unincorporated organization or other entity or government or agency or political subdivision thereof.

"Preferred Stock" means the Series A Non-Convertible Redeemable Preferred Stock, par value $.01 per share, of the Company (a summary of the material terms of which are set forth on Schedule II hereto).

"Price Per Share" means $56.23.

"Prospectus" means the prospectus included in a Registration Statement, as amended or supplemented by any prospectus supplement and by all other amendments thereto, including post-effective amendments, and all material incorporated by reference into such Prospectus.

"Proxy Statement" has the meaning set forth in Section 2.1(a) of this Agreement.

"Purchased Shares" means a whole number of duly authorized, validly issued, fully paid and non-assessable shares of Company Stock equal to the quotient, rounded down to the nearest

whole share, of the Aggregate Purchase Price divided by the Price Per Share; provided, that, if a Vote Failure Event has occurred, the Purchased Shares shall be comprised of a number of shares of Company Stock determined as follows: (i) the product obtained by multiplying (A) a whole number of shares of Series C Common Stock equal to 19.9% of the total number of outstanding shares of Common Stock as of five (5) Business Days prior to the Closing Date, rounded down to the nearest whole share by (B) a fraction, with (x) the numerator equal to the Initial Commitment Amount and (y) the denominator equal to the sum of (1) the Initial Commitment Amount and (2) the total aggregate purchase price agreed to be paid by all equity financing source parties under the Other Investment Agreements (without taking into account reductions in connection with a Commitment Reduction Election), and (ii) a whole number of shares of Preferred Stock equal to the difference between the total number of Purchased Shares and the number of shares of Series C Common Stock determined pursuant to clause (i). For the avoidance of doubt, each Purchaser's portion of the Purchased Shares shall be comprised of the same ratio of shares of Preferred Stock and shares of Series C Common Stock as each other Purchaser's portion of the Purchased Shares. For the avoidance of doubt, the number of Purchased Shares in this Agreement shall not include Assignee Purchased Shares pursuant to the LIC Assignment Agreement.

"Purchaser 1" has the meaning set forth in the preamble to this Agreement, and includes any Affiliate or Affiliates described in Section 11.6 to which this Agreement has been assigned.

"Purchaser 2" has the meaning set forth in the preamble to this Agreement, and includes any Affiliate or Affiliates described in Section 11.6 to which this Agreement has been assigned.

"Purchaser Allocation" has the meaning set forth in Section 1.1(a)(ii).

"Purchasers" has the meaning set forth in the preamble to this Agreement.

"Reg Rights Claim" has the meaning set forth in Section 9.1(i)(i) of this Agreement.

"Reg Rights Indemnified Person" has the meaning set forth in Section 9.1(i)(i) of this Agreement.

"Reg Rights Indemnifying Person" has the meaning set forth in Section 9.1(i)(i) of this Agreement.

"Registrable Securities" means (x) the portion of Purchased Shares delivered to each Purchaser pursuant to this Agreement and (y) those shares of Company Stock acquired as a result of the exercise of assigned rights pursuant to the LIC Assignment Agreement (in each case, as adjusted for stock splits, combinations, recapitalizations, exchange or readjustment of shares after the date hereof), provided that any such shares will not be Registrable Securities when (i) they are sold pursuant to a Registration Statement filed pursuant to Section 9.1 or (ii) they have otherwise been sold, transferred or otherwise disposed of by such Purchaser; provided, however, that in no event shall any shares of Preferred Stock constitute Registrable Securities.

"Registration Expenses" means (i) all expenses incurred by the Company in filing a Registration Statement including Registrable Securities, including, all registration and filing fees, fees and disbursements of counsel for the Company, SEC or FINRA registration and filing fees,

expenses of the Company's independent accountants in connection with any regular or special reviews or audits incident to or required by any such registration, and all other expenses incident to the registration of the Registrable Securities, and (ii) the reasonable fees and disbursements of one counsel for all Purchasers and the equity financing source parties under the Other Investment Agreements named in any single Registration Statement, selected by such Purchasers and such equity financing source parties with the consent of the Company (which consent shall not be unreasonably withheld, delayed or conditioned), but shall not include Selling Expenses.

"Registration Rights Indemnitee" has the meaning set forth in Section 9.1(h)(i) of this Agreement.

"Registration Statement" means a registration statement on an appropriate form under the Securities Act covering the resale of the Registrable Securities by a Purchaser in open market transactions.

"Related Party" has the meaning set forth in Section 11.14 of this Agreement.

"Restricted Book Position" has the meaning set forth in Section 1.1(e) of this Agreement.

"SEC" means the U.S. Securities and Exchange Commission.

"Second Company Merger" has the meaning set forth in the recitals to this Agreement.

"Securities Act" means the U.S. Securities Act of 1933, as amended, and the rules and regulations of the SEC thereunder.

"Selling Expenses" means all discounts, selling commissions and stock transfer taxes applicable to the offer and sale of Registrable Securities.

"Series A Common Stock" has the meaning set forth in Section 2.1(c) of this Agreement.

"Series B Common Stock" has the meaning set forth in Section 2.1(c) of this Agreement.

"Series C Common Stock" means shares of the Company's Series C common stock, par value $.01 per share.

"settlement" and "settle" have the meanings set forth in Section 9.1(j)(iv) of this Agreement.

"Shareholder Action" has the meaning set forth in Section 10.1 of this Agreement.

"Stockholder Approval" has the meaning set forth in Section 2.1(a) of this Agreement.

"Stockholders Meeting" has the meaning set forth in Section 2.2(a) of this Agreement.

"Suspension Period" has the meaning set forth in Section 9.1(a)(iv) of this Agreement.

"Target" has the meaning set forth in the recitals to this Agreement.

"Termination Date" has the meaning set forth in Section 7.1(c) of this Agreement.

"Third-Party Claim" has the meaning set forth in Section 10.3 of this Agreement.

"Third-Party Reg Rights Claim" an Action brought or threatened (whether orally or in writing) by a third party against any Reg Rights Indemnified Person.

"Trading Day" means any day on which The Nasdaq Stock Market is open for regular trading of the Series C Common Stock.

"Transfer" means, when used as a noun, any direct or indirect, voluntary or involuntary, sale, disposition, hypothecation, mortgage, gift, pledge, assignment, attachment or other transfer (including the creation of any derivative or synthetic interest, including a participation or other similar interest) and, when used as a verb, voluntarily to directly or indirectly sell, dispose, hypothecate, mortgage, gift, pledge, assign, attach or otherwise transfer, in any case, whether by operation of Law or otherwise.

"Underwriter Cutback" has the meaning set forth in Section 9.1(a)(i) of this Agreement.

"USRPHC" has the meaning set forth in Section 1.1(d) of this Agreement.

"Vote Failure Event" means (i) the proposal relating to the approval, for purposes of Rule 5635(a) of the NASDAQ Stock Market Rules, of the issuance of shares of Series C Common Stock as contemplated hereby to each Purchaser and the other equity financing parties to the Other Investment Agreements failing to receive the approval of a majority of the aggregate voting power represented by the shares of Series A Common Stock and Series B Common Stock present and entitled to vote at the Stockholders Meeting or any adjournment or postponement thereof, or (ii) the failure of such proposal to be presented for vote at a Stockholders Meeting on or before the twentieth (20^{th}) Business Day prior to the consummation of the Mergers, solely by reason of legal or injunctive action taken by a court of competent jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

LIBERTY BROADBAND CORPORATION

By: /s/ Craig Troyer
Name: Craig Troyer
Title: Vice President

[LBC Amended and Restated Investment Agreement Signature Page**]**

SOROBAN MASTER FUND LP

By: Soroban Capital Partners LP, its
Investment Manager

By: /s/ Steven Niditch
Name: Steven Niditch
Title: General Counsel & CCO

SOROBAN OPPORTUNITIES MASTER FUND LP

By: Soroban Capital Partners LP, its
Investment Manager

By: /s/ Steven Niditch
Name: Steven Niditch
Title: General Counsel & CCO

[LBC Amended and Restated Investment Agreement Signature Page]

List of Omitted Exhibits and Schedules

The following schedule to the Amended and Restated Investment Agreement, dated May 28, 2015, by and among Liberty Broadband Corporation, Soroban Master Fund LP and Soroban Opportunities Master Fund LP has not been provided herein:

Schedules

Schedule II — Term Sheet for Proposed Series A Non-Convertible Redeemable Senior Preferred Stock of Liberty Broadband Corporation

The registrant hereby undertakes to furnish supplementally a copy of any omitted schedule to the Securities and Exchange Commission upon request.

Exhibit 10.8

AMENDED AND RESTATED ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AMENDED AND RESTATED ASSIGNMENT AND ASSUMPTION AGREEMENT, dated May 28, 2015 (this "Assignment"), is entered into by and among Liberty Broadband Corporation, a Delaware corporation (the "Company"), Liberty Interactive Corporation, a Delaware corporation ("Assignor"), Soroban Master Fund LP, a Cayman Islands exempted limited partnership ("Soroban Master Fund"), and Soroban Opportunities Master Fund LP, a Cayman Islands exempted limited partnership ("Soroban Opportunities Master Fund," and together with Soroban Master Fund, the "Assignees" and each, an "Assignee"). Capitalized terms used but not defined herein have the meanings given such terms in the Investment Agreement (as defined below). This Assignment amends and restates in its entirety that certain Assignment and Assumption Agreement, dated May 25, 2015, by and among the parties hereto.

RECITALS

WHEREAS, the Company, Assignor and the other Purchasers party thereto are parties to that certain Amended and Restated Investment Agreement, dated as of May 28, 2015 (the "Investment Agreement"), a copy of which each Assignee has had the opportunity to review, pursuant to which Assignor will subscribe for and purchase, and the Company will issue and sell to Assignor, subject to the terms and conditions of the Investment Agreement shares of Company Stock for an aggregate purchase price of $2,500,000,000;

WHEREAS, Assignees desire to purchase, and Assignor desires to assign its rights and obligations under the Investment Agreement to purchase, a portion equal to 4% of the LIC Purchased Shares (the "Assignee Purchased Shares") (for the avoidance of doubt, the Assignees shall purchase an aggregate amount equal to one hundred million dollars ($100,000,000) of the LIC Initial Aggregate Purchase Price) under the Investment Agreement; and

WHEREAS, the portion of the Assignee Purchased Shares to be purchased by each Assignee shall be determined by Assignees in their discretion prior to the Closing.

AGREEMENT

NOW THEREFORE, in consideration of the premises and for the mutual promises contained in this Assignment and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound, the parties hereby agree as follows:

ARTICLE I

ASSIGNMENT AND ASSUMPTION

SECTION 1.1 Assignment and Assumption. Upon the terms and subject to the conditions set forth herein, from and after the date hereof:

(a) Assignor assigns its rights, benefits and obligations under the Investment Agreement to purchase (and otherwise with respect to) the Assignee Purchased Shares to Assignees; and

(b) Each Assignee accepts such assignment of rights and benefits hereof and assumes and agrees to perform all obligations of Assignor under the Investment Agreement to be performed by Assignor with respect to the Assignee Purchased Shares, as if such Assignee had executed and delivered the Investment Agreement;

provided, however, that the allocation of the Assignee Purchased Shares between the Assignees shall be determined by the Assignees in their sole discretion prior to the Closing, in which case the assignment of the rights, benefits and obligations under the Investment Agreement with respect to the Assignee Purchased Shares pursuant to this Section 1.1 shall be to such Assignees in accordance with such allocation (and the rights, benefits and obligations shall be several and not joint as between the Assignees on that basis) (such allocation, the "Assignee Allocation"). No later than three (3) Business Days prior to the Closing, the Assignees shall deliver the Assignee Allocation to the Company. Pending the effectiveness of any Assignee Allocation, Soroban Master Fund shall be deemed to have been allocated 77.32% of the Assignee Purchased Shares and the associated rights, benefits and obligations with respect thereto and Soroban Opportunities Master Fund shall be deemed to have been allocated 26.68% of the Assignee Purchased Shares and the associated rights, benefits and obligations with respect thereto.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

SECTION 2.1 Representations and Warranties of Assignor. Assignor hereby represents and warrants to each Assignee and the Company that:

(a) Assignor has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware. Assignor has all requisite corporate power and authority to execute and deliver this Assignment, and to perform its obligations hereunder and to consummate the transactions contemplated hereby and pursuant to the Investment Agreement. The execution and delivery by Assignor of this Assignment and the consummation by Assignor of the transactions contemplated hereby and by the Investment Agreement have been duly authorized by all necessary corporate action and no other corporate proceedings on the part of Assignor are necessary to authorize the execution, delivery and performance by Assignor of this Assignment or the consummation by Assignor of the transactions contemplated hereby or by the Investment Agreement. This Assignment has been duly executed and delivered by Assignor and, assuming due authorization, execution and delivery hereof by each Assignee and the Company, such Assignment constitutes a legal, valid and binding obligation of Assignor, enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(b) Assignor's compliance with all of the provisions of this Assignment and the consummation of the transactions herein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (i) any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which it or any of its subsidiaries is a party or by which it or any of its subsidiaries is bound

or to which any of its or its subsidiaries' property or assets is subject, (ii) any provisions of Assignor's organizational documents, (iii) the Investment Agreement, or (iv) any statute or any order, rule or regulation of any Governmental Entity having jurisdiction over it or any of its subsidiaries or any of their properties, except, in the case of clauses (i) and (iv) above, for any such conflict, breach, violation or default that would not, individually or in the aggregate, reasonably be expected to prevent or materially impair or delay the performance by Assignor of its obligations under this Assignment or the consummation of the transactions contemplated hereby; and no consent, approval, authorization, order, registration or qualification of or with any such Governmental Entity is required for the consummation by Assignor of the transactions contemplated by this Assignment.

SECTION 2.2 Representations and Warranties of Assignees. Each Assignee hereby represents and warrants to Assignor and the Company that:

(a) Such Assignee has been duly formed and is validly existing and in good standing under the Laws of the jurisdiction of its formation. Such Assignee has all requisite power and authority to execute and deliver this Assignment, and to perform its obligations hereunder and to consummate the transactions contemplated hereby and by the Investment Agreement. The execution and delivery by such Assignee of this Assignment and the consummation by such Assignee of the transactions contemplated hereby and by the Investment Agreement have been duly authorized by all necessary action and no other proceedings on the part of such Assignee are necessary to authorize the execution, delivery and performance by such Assignee of this Assignment or the consummation by such Assignee of the transactions contemplated hereby and by the Investment Agreement. This Assignment has been duly executed and delivered by such Assignee and, assuming due authorization, execution and delivery hereof by the other Assignee, Assignor and the Company, such Assignment constitutes a legal, valid and binding obligation of such Assignee, enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(b) Such Assignee's compliance with all of the provisions of this Assignment and the Investment Agreement and the consummation of the transactions contemplated hereby and by the Investment Agreement will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (i) any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which it or any of its subsidiaries is a party or by which it or any of its subsidiaries is bound or to which any of its or its subsidiaries' property or assets is subject, (ii) any provisions of such Assignee's organizational documents or (iii) any statute or any order, rule or regulation of any Governmental Entity having jurisdiction over it or any of its subsidiaries or any of their properties, except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation or default that would not, individually or in the aggregate, reasonably be expected to prevent or materially impair or delay the performance by such Assignee of its obligations under this Assignment, the Investment Agreement or the consummation of the transactions contemplated hereby and by the Investment Agreement; and no consent, approval, authorization, order, registration or qualification of or with any such

Governmental Entity is required for the consummation by such Assignee of the transactions contemplated by this Assignment and by the Investment Agreement.

(c) None of the information supplied in writing by such Assignee or any of its Affiliates for inclusion in the Proxy Statement will at the time of the mailing of the Proxy Statement to the stockholders of the Company, at the time of any amendments thereof or supplements thereto and at the time of the Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) Such Assignee (i) is an "accredited investor" within the meaning of the Securities Act, (ii) understands that the offer and sale of the Assignee Purchased Shares pursuant to this Assignment and the Investment Agreement is intended to be exempt from the prospectus delivery and registration requirements under the Securities Act and that any transaction advice of a Restricted Book Position (and the related records of Computershare) will bear the legend set forth in Section 4.1 of the Investment Agreement, (iii) has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Assignee Purchased Shares, (iv) is acquiring the Assignee Purchased Shares for its own account, for investment and not with a view to the public for resale or distribution thereof in violation of any federal, state or foreign securities law, (v) understands that the Assignee Purchased Shares will be offered and sold in a transaction exempt from the registration or qualification requirements of the Securities Act and applicable state securities Laws, and that such securities must be held indefinitely unless a subsequent disposition thereof is registered or qualified under the Securities Act and applicable state securities Laws or is exempt from such registration or qualification and (vi) is capable of bearing the economic risk of (A) an investment in the Assignee Purchased Shares and (B) a total loss in respect of such investment.

(e) Such Assignee will have on the Closing Date sufficient funds to purchase the Assignee Purchased Shares.

SECTION 2.3 Representations and Warranties of the Company. The Company hereby represents and warrants to Assignees and Assignor that:

(a) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware. The Company has all requisite corporate power and authority to execute and deliver this Assignment, and to perform its obligations hereunder and to consummate the transactions contemplated hereby and pursuant to the Investment Agreement. The execution and delivery by the Company of this Assignment and the consummation by the Company of the transactions contemplated hereby and by the Investment Agreement have been duly authorized by all necessary corporate action and no other corporate proceedings on the part of the Company are necessary to authorize the execution, delivery and performance by the Company of this Assignment or the consummation by the Company of the transactions contemplated hereby or by the Investment Agreement. This Assignment has been duly executed and delivered by the Company and, assuming due authorization, execution and delivery hereof by each

Assignee and Assignor, such Assignment constitutes a legal, valid and binding obligation of the Company, enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(b) The compliance by the Company with the terms of this Assignment and the consummation of the transactions contemplated by this Assignment will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (i) any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, (ii) any provisions of the Restated Certificate of Incorporation of the Company or the Bylaws of the Company, (iii) the Investment Agreement or (iv) assuming the accuracy of, and each Assignee's compliance with, the representations, warranties and agreements of such Assignee herein, any statute or any order, rule or regulation of any Governmental Entity having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, except, in the case of clauses (i) and (iv) above, for any such conflict, breach, violation or default that would not, individually or in the aggregate, reasonably be expected to prevent or materially impair or delay the performance by the Company of its obligations under this Assignment or the consummation of the transactions contemplated hereby; and no consent, approval, authorization, order, registration or qualification of or with any such Governmental Entity is required for the consummation by the Company of the transactions contemplated by this Assignment.

ARTICLE III

COVENANTS

SECTION 3.1 Acknowledgement. The parties hereto hereby acknowledge that, from and after the date hereof, as it relates to the Assignee Purchased Shares allocated to each Assignee, each Assignee shall be treated in all respects as if it were a Purchaser for all purposes under the Investment Agreement and the term "Purchaser" in the Investment Agreement will be deemed to include each Assignee, provided, however, that with respect to the demand registration rights granted to Purchasers pursuant to the first sentence of Section 9.1(a) of the Investment Agreement (each such right, a "Demand Right"), Assignor will retain its two (2) Demand Rights and the Assignees will have no Demand Rights; provided, further, that nothing herein shall release Assignor from any liability for breach of any provision of the Investment Agreement.

SECTION 3.2 Company Consent. Pursuant to Section 11.6 of the Investment Agreement, the Company hereby consents to Assignor's assignment and each

Assignee's assumption of Assignor's rights, obligations and benefits under the Investment Agreement with respect to the Assignee Purchased Shares pursuant to this Assignment. Without limiting the foregoing, the Company hereby acknowledges and agrees that the representations, warranties, covenants and other obligations of the Company for the benefit of the Purchasers under the Investment Agreement are also for the benefit of the Assignees (as it relates to the Assignee Purchased Shares allocated to each Assignee), and the Assignees are entitled to enforce their

rights under the Investment Agreement with respect thereto as if they were named as a Purchaser in the Investment Agreement.

SECTION 3.3 Non-Reliance. Each Assignee acknowledges and agrees that: (i) the Company, Assignor and their respective Affiliates and their respective directors, officers, employees, partners, members, shareholders and agents (collectively, the "Company/Assignor Affiliates") may be, and such Assignee is proceeding on the assumption that the Company/Assignor Affiliates are, in possession of material, non-public information concerning the Company and its Affiliates (the "Information"), which is not or may not be known to such Assignee; (ii) no Company/Assignor Affiliate has made, and such Purchaser disclaims the existence of or its reliance on, any representation by a Company/Assignor Affiliate concerning the Company, the Assignor or the transactions contemplated hereby and by the Investment Agreement (except for the representations and warranties set forth in this Assignment and the Investment Agreement); (iii) such Assignee is not relying on any disclosure or non-disclosure of the Information made or not made, or the completeness thereof, in connection with or arising out of the transactions contemplated hereby or by the Investment Agreement, and therefore has no claims against any Company/Assignor Affiliate with respect thereto; (iv) if any such claim may exist, such Assignee, recognizing its disclaimer of reliance and each of Assignor's and the Company's reliance on such disclaimer as a condition to entering into this Assignment and the transactions contemplated hereby and by the Investment Agreement, covenants and agrees not to assert it against any Company/Assignor Affiliate; and (v) each of Assignor and the Company shall have no Liability, and such Assignee waives and releases any such claim that it might have against any Company/Assignor Affiliate, whether under applicable securities Law or otherwise, based on a Company/Assignor Affiliate's knowledge, possession or non-disclosure to such Assignee of the Information.

SECTION 3.4 Reasonable Best Efforts. Each party hereto shall cooperate with the other parties and use its respective commercially reasonable best efforts to promptly take, or cause to be taken, all actions, and do, or cause to be done, all things, necessary, proper or advisable to cause the conditions to Closing under the Investment Agreement to be satisfied as promptly as practicable and to consummate and make effective, in the most expeditious manner practicable, the transactions and perform the covenants contemplated by this Assignment and the Investment Agreement.

ARTICLE IV

TERMINATION

SECTION 4.1 Termination of Assignment. This Assignment may be terminated prior to the Closing as follows:

(a) by mutual written consent of the Company, Assignor and each Assignee;

(b) by the Company if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of either Assignee set forth in this Assignment and the Investment Agreement shall have occurred that would cause any of the conditions to Closing set forth in Article V of the Investment Agreement not to be satisfied

(or capable of being satisfied) at the Closing;

(c) by either Assignee, Assignor or the Company if there shall be in effect a final non-appealable order of a Governmental Entity of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; it being agreed that the parties hereto shall promptly appeal any adverse determination which is not non-appealable (and pursue such appeal with reasonable diligence); or

(d) by the Company, Assignor or either Assignee following the termination of the Investment Agreement by all parties thereto (it being understood that, for the avoidance of doubt, the Purchasers' rights of termination under Article VII of the Investment Agreement shall be for the benefit of each Assignee in respect of the Assignee Purchased Shares and the rights, benefits and obligations in respect thereof that are allocated to such Assignee) and any termination pursuant to this Section 4.1(d) by the Company or Assignor shall be binding on all Assignees.

SECTION 4.2 Effect of Termination. In the event of termination of this Assignment as provided in Section 4.1, written notice thereof shall be given to the other parties, the rights and obligations of the parties as to which such termination is effective under this Assignment (to the extent any such rights and obligations remain unsatisfied as of such date) shall become null and void, and the purchase of the portion of the Assignee Purchased Shares by each Assignee hereunder shall be abandoned, without further action by Assignees, Assignor or the Company. In the event that this Assignment is terminated as provided herein, then each of the parties as to which such termination is effective shall be relieved of their duties and obligations with respect to the purchase of the Assignee Purchased Shares by the applicable Assignee arising under this Assignment after the date of such termination and such termination shall be without Liability to Assignees, Assignor or the Company; provided, however, that nothing in this Section 4.2 shall relieve each Assignee, Assignor or the Company of any Liability for a breach of this Assignment.

ARTICLE V

MISCELLANEOUS

SECTION 5.1 Notices. Any notices or other communications required or permitted under, or otherwise in connection with this Assignment and with respect to Assignees as Purchasers under the Investment Agreement, shall be in writing and shall be deemed to have been duly given (A) when delivered in person, (B) upon transmission when sent by facsimile transmission with written confirmation of receipt, (C) upon transmission by electronic mail (but only if followed by transmittal of a copy thereof by (x) national overnight courier or (y) hand delivery with receipt, in each case, for delivery by the second (2nd) Business Day following such electronic mail), (D) on receipt after dispatch by registered or certified mail, postage prepaid and addressed, or (E) on the next Business Day if transmitted by national overnight courier, in each case as follows:

If to the Company:

Liberty Broadband Corporation
12300 Liberty Boulevard

Englewood, CO 80112

Attention: Richard N. Baer
Facsimile:
E-mail:

with a copy (which shall not constitute notice) to:

Baker Botts L.L.P.
30 Rockefeller Plaza
New York, NY 10112
Attention: Frederick McGrath
Renee L. Wilm
Facsimile: (212) 259-2500
E-mail: frederick.mcgrath@bakerbotts.com
renee.wilm@bakerbotts.com

If to Assignor, to:

Liberty Interactive Corporation
12300 Liberty Boulevard
Englewood, CO 80112
Attention: Richard N. Baer
Facsimile:
E-mail:

with a copy (which shall not constitute notice) to:

Baker Botts L.L.P.
30 Rockefeller Plaza
New York, NY 10112
Attention: Frederick McGrath
Renee L. Wilm
Facsimile: (212) 259-2500
E-mail: frederick.mcgrath@bakerbotts.com
renee.wilm@bakerbotts.com

If to either Assignee, to:

Soroban Capital Partners LP
444 Madison Avenue, 21st Floor
New York, NY 10022
Attention: Gaurav Kapadia
Facsimile:
E-mail:

with a copy (which shall not constitute notice) to:

Soroban Capital Partners LP
444 Madison Avenue, 21st Floor
New York, NY 10022
Attention: Steven Niditch
Facsimile:
E-mail:

SECTION 5.2 Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of Delaware.

SECTION 5.3 Jurisdiction and Venue. The parties hereto hereby irrevocably submit to the jurisdiction of the Delaware Court of Chancery or, in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware in respect of the interpretation and enforcement of the provisions of this Assignment and of the documents referred to in this Assignment, and in respect of the transactions contemplated hereby and by the Investment Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware, or that this Assignment or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware. The parties hereto hereby consent to and grant the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, the United States District Court for the District of Delaware, jurisdiction over the person of such parties and, to the extent permitted by Law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 5.1 or in such other manner as may be permitted by Law shall be valid and sufficient service thereof. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND BY THE INVESTMENT AGREEMENT.

SECTION 5.4 Entire Agreement. This Assignment and the Investment Agreement constitute the entire agreement between the parties hereto and supersedes any prior

understandings, agreements or representations by or among the parties hereto, or any of them, written or oral, in each case, with respect to the subject matter hereof.

SECTION 5.5 Assignment. This Assignment shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their respective successors and assigns. Each Assignee shall not assign this Assignment, or any rights or obligations hereunder, without the prior written consent of the Company (provided that (x) either Assignee may assign this Agreement and the rights and obligations hereunder to the extent it would be permitted to assign its rights and obligations as a Purchaser under Section 11.6 of the Investment Agreement and (y) nothing in this Section 5.5 or Section 11.6 of the Investment Agreement shall limit or prevent any Assignee Allocation contemplated hereunder). No assignment permitted pursuant to this Section 5.5 shall relieve any Assignee of its obligations hereunder except to the extent such obligations are actually fulfilled by such Affiliate assignee.

SECTION 5.6 Counterparts and Signature. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties hereto and delivered to the other parties, it being understood that all parties need not sign the same counterpart. This Assignment may be executed and delivered by facsimile or electronic mail transmission.

SECTION 5.7 Amendments and Waivers.

(a) No failure or delay on the part of the Company, Assignor or any Assignee in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

(b) The provisions of this Assignment may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless consented to in writing by the party against whom it shall be enforced.

SECTION 5.8 Interpretation. When reference is made in this Assignment to a Section, such reference shall be to a Section of this Assignment, unless otherwise indicated. The headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment. The language used in this Assignment shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. Whenever the context may require, any pronouns used in this Assignment shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa. Any reference to any federal, state, local or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Whenever the words “include”, “includes” or “including” are used in this Assignment, they shall be deemed to be followed by the words “without limitation.”

SECTION 5.9 No Third-Party Beneficiaries. This Assignment is not intended, and shall not be deemed, to confer any rights or remedies upon any person other than the parties hereto

and their respective successors and permitted assigns or to otherwise create any third-party beneficiary hereto.

SECTION 5.10 Fees and Expenses. All fees and expenses incurred in connection with the preparation and negotiation of this Assignment and the consummation of the transactions contemplated by this Assignment and the Investment Agreement shall be paid by the party or parties, as applicable, incurring such expenses.

SECTION 5.11 Severability. If any term, provision, covenant or restriction of this Assignment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be completed as originally contemplated to the fullest extent possible.

SECTION 5.12 Equitable Remedies. Neither rescission, set-off nor reformation of this Assignment shall be available as a remedy to any of the parties hereto. The parties hereto agree that irreparable damage would occur in the event any of the provisions of this Assignment were not to be performed in accordance with the terms hereof and that the parties shall be entitled, and each party hereby consents, to an injunction or injunctions to prevent breaches of this Assignment and to enforce specifically the terms hereof, without bonds or other security being required, in addition to any other remedies at Law or in equity. In the event that a party institutes any suit or action under this Assignment, including for specific performance or injunctive relief pursuant to this Section 5.12, the prevailing party in such proceeding shall be entitled to receive the costs incurred thereby in conducting the suit or action, including reasonable attorneys’ fees and expenses.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date first written above.

LIBERTY BROADBAND CORPORATION

By: /s/ Craig Troyer
Name: Craig Troyer
Title: Vice President

[LIC/LBC/Soroban Amended and Restated Assignment Signature Page]

LIBERTY INTERACTIVE CORPORATION

By: /s/ Craig Troyer

Name: Craig Troyer
Title: Vice President

[LIC/LBC/Soroban Amended and Restated Assignment Signature Page]

SOROBAN MASTER FUND LP

By: Soroban Capital Partners LP, its Investment Manager

By: /s/ Steven Niditch
Name: Steven Niditch
Title: General Counsel & CCO

SOROBAN OPPORTUNITIES MASTER FUND LP

By: Soroban Capital Partners LP, its Investment Manager

By: /s/ Steven Niditch
Name: Steven Niditch
Title: General Counsel & CCO

[LIC/LBC/Soroban Amended and Restated Assignment Signature Page]

Exhibit 10.9

PROXY AND RIGHT OF FIRST REFUSAL AGREEMENT

This Proxy and Right of First Refusal Agreement, dated as of **[ ]**, (this "Agreement"), is by and among Liberty Broadband Corporation, a Delaware corporation ("Liberty"), Advance/Newhouse Partnership, a New York general partnership ("A/N"), and, *for the limited purposes of the proviso to Section 2(e) and Section 7(k)*, Charter (as defined below). For purposes of this Agreement, capitalized terms used and not defined herein shall have the respective meanings ascribed to such terms in the Amended and Restated Stockholders Agreement, dated as of May 23, 2015 (the "Stockholders Agreement"), by and among Liberty, A/N, Charter Communications, Inc., a Delaware corporation ("Charter"), and CCH I, LLC, a Delaware limited liability company ("New Charter"), as such Stockholders Agreement is in effect on the date hereof and without giving effect to any amendments or modifications thereto unless it has been amended or modified in accordance with its terms.

WHEREAS, pursuant to the Contribution Agreement, dated March 31, 2015 (as amended) (the "Contribution Agreement"), by and among A/N, A/NPC Holdings LLC, Charter, New Charter and Charter Communications Holdings, LLC ("Charter Holdco"), A/N is contributing (a) all of the issued and outstanding limited liability company membership interests of Bright House Networks, LLC, a Delaware limited liability company, to Charter Holdco in exchange for (i) cash, (ii) preferred units of Charter Holdco (the "Preferred Units"), (iii) common units of Charter Holdco (the "Common Units," and together with the Preferred Units, the "Holdco Units") and (b) one share of Class B Common Stock in exchange for the sum of $1.00;

WHEREAS, the Holdco Units are exchangeable into approximately **[ ]** shares of Class A Common Stock (the number of shares into which the Holdco Units and shares of Class B Common Stock are convertible or exchangeable is hereinafter sometimes referred to as the "A/N Notional Shares");

WHEREAS, the share of Class B Common Stock issued to A/N will have variable voting rights which will reflect the votes attributable to the A/N Notional Shares as if all Holdco Units and shares of Class B Common Stock had been exchanged into Class A Common Stock immediately prior to any Record Date;

WHEREAS, as a condition to Liberty's execution of the Stockholders Agreement, A/N has agreed to grant to Liberty a proxy to vote a portion of the votes represented by the Common Shares and a right of first refusal with respect to a Transfer of shares of Class A Common Stock (or shares of Class A Common Stock underlying any Common Units) that A/N proposes to Transfer under certain circumstances, all as provided herein; and

WHEREAS, A/N and Liberty are entering into this Agreement in order to set forth the terms and conditions of the A/N Proxy and the other matters as provided herein.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. CERTAIN DEFINITIONS.

As used in this Agreement, the following terms have the respective meanings set forth below.

"40 Act" means the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

"40 Act Event" means any action, event, change in Law, change in composition of assets or other occurrence which in the reasonable opinion of Liberty's outside counsel results or will result in Liberty becoming required to register as an investment company under the 40 Act; provided, that in making such determination any potential grace period between the date that Liberty determines that it is required to register as an investment company under the 40 Act (or the date the applicable Governmental Entity makes such a determination with respect to Liberty) and the date such registration is required to become effective under the 40 Act shall be disregarded.

"Acquisition Cap" means the greater of (a) 26% and (b) the Voting Cap of Liberty.

"Agreement" has the meaning set forth in the Preamble.

"A/N" has the meaning set forth in the Preamble.

"A/N Notional Shares" has the meaning set forth in the Recitals.

"Beneficial Owner" and "Beneficial Ownership" has the meaning set forth in the Stockholders Agreement;provided, that, for purposes of this Agreement, (i) each holder of Holdco Units will be deemed to Beneficially Own the shares of Class A Common Stock and Class B Common Stock issuable upon the exchange of such Holdco Units (regardless of whether such Holdco Units are then directly or indirectly exchangeable for Class A Common Stock or Class B Common Stock), and (ii) shares of Class A Common Stock issuable upon exercise, conversion or exchange of any Convertible Security (other than Holdco Units and Class B Common Stock) will not be deemed Beneficially Owned by the holder of such Convertible Security until such shares are issued and outstanding following the exercise, conversion or exchange of such Convertible Security. Notwithstanding the foregoing, for purposes of determining the voting power of the Voting Securities of Charter Beneficially Owned (x) by Liberty, the voting power attributable to the Proxy Shares will be excluded from such calculation, and (y) by A/N, the voting power of the Voting Securities Beneficially Owned by it will be determined without duplication as among the different type of securities owned. For the avoidance of doubt, references to the Beneficial Ownership by Liberty or A/N of any securities or control of any voting power will be deemed to refer to the ownership of such securities or control of such voting power by the Liberty Parties collectively or the A/N Parties collectively, as the case may be.

"Board" means the Board of Directors of Charter.

"Business Day" means a day, other than a Saturday or Sunday, on which commercial banks in New York City are open for the general transaction of business.

"Certificate" means the Amended and Restated Certificate of Incorporation of Charter, as in effect at the Effective Time (as the same may be amended from time to time).

A "Change of Control" means,

(i) with respect to Charter, the occurrence of an event described in clause (i) of Company Change of Control; and

(ii) with respect to Liberty, a Liberty Change of Control.

"Charter" has the meaning set forth in the Preamble,provided that Charter means (a) until immediately prior to the closing of the TWC Transactions, Charter, and (b) from and thereafter, New Charter, unless the context otherwise requires.

"Charter Holdco" has the meaning set forth in the Preamble.

"Class A Common Stock" means the Class A Common Stock, par value $0.001 per share, of Charter as it will be constituted immediately following the Effective Time, and any capital stock into which such Class A Common Stock may thereafter be changed (whether as a result of a recapitalization, reorganization, merger, consolidation, share exchange or other transaction or event).

"Class B Common Stock" means the Class B Common Stock of Charter as it will be constituted immediately following the Effective Time, and any capital stock into which such Class B Common Stock may thereafter be changed (whether as a result of a recapitalization, reorganization, merger, consolidation, share exchange or other transaction or event, other than any conversion of shares of Class B Common Stock into Class A Common Stock pursuant to the Amended and Restated Certificate).

"Common Shares" means, collectively, the Class A Common Stock and the Class B Common Stock.

"Common Units" has the meaning set forth in the Recitals.

"Contribution Agreement" has the meaning set forth in the Recitals.

"Convertible Securities" means (x) any securities of a Person that are convertible into or exercisable or exchangeable for any shares of any class or series of common stock of such Person or any other Person, whether upon conversion, exercise, or exchange, pursuant to antidilution provisions of such securities or otherwise (other than, for purposes of this Agreement, the Class B Common Stock), and (y) any subscriptions, options, rights, warrants or calls (or any similar securities) or agreements or arrangements of any character, in each case to acquire common stock, preferred stock or other capital stock.

"Covered First Securities" means the first Common Units or shares of Class A Common Stock (but not Preferred Units or any Common Units into which the Preferred Units may be converted) proposed to be Transferred by A/N up to and including the number of such shares of Class A Common Stock underlying such Common Units and such shares of Class A Common Stock that constitute 7.0% of the Total Voting Power calculated immediately following the Effective Time; provided, that for the avoidance of doubt, following the Transfer of Class A Common Stock to Liberty or a Prospective Purchaser, such shares of Common Stock so Transferred will cease to be Covered First Securities.

"Covered Last Securities" means those Common Units or shares of Class A Common Stock constituting the last 7% of the Total Voting Power Beneficially Owned by A/N (disregarding for this purpose any Preferred Units or any Common Units into which the Preferred Units may be converted).

"Covered Securities" has the meaning set forth inSection 3(a).

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

"Effective Time" means the time of the Closing.

"Equity Security" means any Class A Common Stock or Common Units.

"Excluded Matters" has the meaning set forth in the Stockholders Agreement,provided that any proposed change to the terms of the Class B Common Stock also shall be deemed an Excluded Matter for purposes hereof.

"Expiration Date" has the meaning set forth inSection 6(i).

"Holdco Units" has the meaning set forth in the Recitals.

"Liens" has the meaning set forth inSection 4(a)(ii).

"Liberty Elected Shares" has the meaning set forth inSection 3(b)(ii).

"Liberty Notice" has the meaning set forth inSection 3(b)(ii).

"Permitted Transferee" means any A/N Party (i) to whom Common Shares or Common Units are Transferred and (ii) who executes an A/N Assumption Instrument in connection with such Transfer.

"Preferred Units" has the meaning set forth in the Recitals.

"Prospective Purchaser" has the meaning set forth inSection 3(b)(i).

"Proxy" has the meaning set forth inSection 2(a)(ii).

"Proxy Percentage" means, as of any date of determination, the difference, if any, between the Target Percentage and the Voting Interest of Liberty (which, for the avoidance of doubt, shall exclude any Proxy Shares granted pursuant to this Agreement and any shares of

Class A Common Stock which Liberty may purchase pursuant to any pending Preemptive Share Purchase);provided, however, that (x) in no event will the Proxy Percentage be greater than 7.0% (and any excess votes reflected by a percentage above 7% shall inure to the A/N Parties, subject to the Voting Cap of A/N) and (y) in the event the Proxy Percentage as calculated would be a negative number, the Proxy Percentage will be deemed to be zero.

"Proxy Shares" means the shares of Class A Common Stock and Class B Common Stock to the extent that Liberty has the right to vote such shares pursuant to this Agreement; provided, that the number of Proxy Shares shall equal the number of shares of Class A Common Stock and Class B Common Stock that would cause the Voting Interest of Liberty to equal the Target Percentage; provided, further, that the maximum number of Proxy Shares shall not exceed the Proxy Percentage.

"Record Date" means the date for the determination of stockholders entitled to receive notice of, and to vote at, any meeting of the stockholders of Charter,

or in any other circumstances upon which stockholders are entitled to vote, consent or otherwise grant approval (including by written consent) occurs.

"ROFR" has the meaning set forth in Section 3(a).

"ROFR Notice" has the meaning set forth in Section 3(b)(i).

"Stockholders Agreement" has the meaning set forth in the Preamble.

"Subject Shares" has the meaning set forth in Section 3(b)(i).

"Target Percentage" means 25.01%; provided, that if the number of Common Shares having voting power equal to 25.01% of the Total Voting Power is not a whole number of shares, the number of Common Shares necessary to achieve the Target Percentage will be rounded up to the nearest whole number.

"Trading Day" means any day on which The Nasdaq Stock Market is open for regular trading of the Class A Common Stock.

"Transfer" has the meaning ascribed thereto in the Stockholders Agreement; provided, however, that if any Permitted Transferee ceases to meet the requirements to be an A/N Party, such Person shall cease to be a Permitted Transferee and the cessation of such qualification shall constitute a Transfer to a Person other than a Permitted Transferee for purposes of Section 3.

"Transferor" has the meaning set forth in Section 3(b).

"VWAP" means, for any Trading Day, a price per share of Class A Common Stock equal to the volume-weighted average price of the Rule 10b-18 eligible trades in the shares of Class A Common Stock for the entirety of such Trading Day as determined by reference to the screen entitled "CHTR <EQUITY> AQR SEC" as reported by Bloomberg L.P. (without regard to pre-open or after hours trading outside of any regular trading session for such Trading Day).

"VWAP Price" has the meaning set forth in Section 3(b)(i).

2. PROXY AND OTHER GOVERNANCE MATTERS.

(a) Irrevocable Proxy Granted to Liberty.

(i) A/N hereby irrevocably constitutes and appoints Liberty and any officer(s) or directors of Liberty designated as proxy or proxies by Liberty as its attorney-in-fact and proxy in accordance with the DGCL (with full power of substitution and re-substitution), for and in the name, place and stead of A/N (which, for the avoidance of doubt, includes any Permitted Transferee), to vote all Proxy Shares (at any meeting of stockholders of Charter however called or at any adjournment or postponement thereof), which will be deemed, for all purposes of this Agreement, to include the right to execute and deliver a written consent in respect of such Proxy Shares from time to time.

(ii) The proxy granted pursuant to clause (i) (the "Proxy") above is valid and irrevocable and is coupled with an interest for purposes of Section 212 of the DGCL and will terminate automatically pursuant to Section 6. The Proxy will be binding upon A/N, its successors and assigns (including, for the avoidance of doubt, any Permitted Transferee which acquires Beneficial Ownership of Common Shares), including any successor or surviving corporation resulting from any merger, consolidation or other business combination involving A/N. A/N represents that any and all other proxies heretofore given in respect of the Proxy Shares are revocable, and that such other proxies either have been revoked or are hereby revoked.

(iii) Notwithstanding the foregoing, the Proxy shall not apply (and Liberty will have no right to vote the Proxy Shares) in connection with any vote on (or consent to approve) any matter that is an Excluded Matter. For the avoidance of doubt, to the extent that more than one proposal is presented to stockholders of Charter for their consideration at a meeting (or through an action by written consent), Liberty will continue to have the right to vote the Proxy Shares on all proposals other than those relating to the Excluded Matters. Any attempt by Liberty to vote the Proxy Shares on any Excluded Matter shall be *void ab initio*.

(b) Notwithstanding anything to the contrary set forth herein, the A/N Proxy is personal to Liberty and may not be assigned by Liberty by operation of law or otherwise; provided, that (i) Liberty may assign the A/N Proxy and its rights pursuant to Section 7(f) and (ii) the exercise of the A/N Proxy by any duly authorized officer of Liberty (on behalf of Liberty) will not be deemed an assignment of the A/N Proxy.

(c) Voting on Certain Matters. Each of Liberty and A/N agrees to vote or act by written consent with respect to all Common Shares with respect to which it has the power to vote (whether by proxy or otherwise) in accordance with Section 3.2(h) of the Stockholders Agreement.

(d) Restrictions on Other Agreements. Liberty and A/N agree to the restrictions set forth in Section 4.2(b), (d), (e) and (g) of the Stockholders Agreement.

(e) A/N Covenant.

(i) During the term of this Agreement, A/N agrees that it will not vote in favor of the approval of any amendment to Charter's Certificate that would (i) reasonably be expected to result in a 40 Act Event occurring or (ii) prevent A/N from performing its obligations hereunder with respect to the A/N Proxy.

(ii) In the event of a change in Law that would reasonably be expected to result in a 40 Act Event occurring during the term of this Agreement, A/N will in good faith consider any amendments to the terms of the A/N Proxy as proposed by Liberty to prevent the occurrence of such 40 Act Event; provided, that any such amendment shall require the prior written consent of Charter pursuant to Section 7(k).

3. RIGHT OF FIRST REFUSAL.

(a) Grant.

(i) Subject to and on the terms and conditions set forth in this Agreement, A/N hereby grants to Liberty a right of first refusal (the "ROFR"), as provided in Section 3(b) of this Agreement, over the Covered First Securities and Covered Last Securities (collectively, the "Covered Securities") and makes the covenants for the benefit of Liberty set forth herein. Notwithstanding the foregoing, (x) Liberty shall not have a ROFR with respect to any Transfer of Covered Securities in any transaction or series of transactions constituting a Change of Control of Charter, and (y) Liberty shall not be entitled to acquire a number of Covered Securities under this Section 3 which when combined with Voting Securities of Charter Beneficially Owned by Liberty would cause Liberty to exceed the Acquisition Cap, provided, that Liberty shall be entitled to purchase up to that number of Covered Securities which would cause Liberty not to exceed the Acquisition Cap. For the

avoidance of doubt, the parties agree that the ROFR shall apply only once with respect to any Covered Securities that simultaneously constitute Covered First Securities and Covered Last Securities.

(ii) Notwithstanding the foregoing, A/N may Transfer Equity Securities comprising any Covered Securities at any time during the term of this Agreement to Permitted Transferees, and Permitted Transferees may thereafter Transfer any such Equity Securities to other Permitted Transferees, provided that any Permitted Transferee shall, prior to taking ownership of such Equity Securities, execute and deliver to Liberty the A/N Assumption Agreement, in which such Permitted Transferee agrees to be bound to the terms of this Agreement (including the Proxy) with respect to such Equity Securities. Any purported Transfer to a Permitted Transferee in violation of the foregoing sentence shall be *void ab initio*.

(b) Terms and Procedures. During the term of this Agreement, but subject at all times to the ability to satisfy a put of Common Units from A/N for cash in lieu of exchanging such Common Units for shares of Class A Common Stock pursuant to the LLC Agreement and Exchange Agreement (it being understood that, if and when such cash-out right is exercised in respect of Common Units, Liberty shall be entitled to purchase shares of Class A Common Stock

on the terms set forth in Section 4.9 of the Stockholders Agreement), A/N (including any Permitted Transferee) (as applicable, the "Transferor") shall not Transfer any Covered Securities, except to a Permitted Transferee (subject to Section 3(a)(ii)), unless it shall first comply with the following provisions.

(i) If a Transferor determines to Transfer any Equity Securities comprising Covered Securities in a *bona fide* transaction to a third party purchaser or offeror, in each case, that is not a Permitted Transferee (a "Prospective Purchaser"), the Transferor will provide written notice of such determination to Liberty (a "ROFR Notice"). For the avoidance of doubt, a Transferor may provide a ROFR Notice to Liberty upon its intention to sell Covered Securities to Liberty notwithstanding the absence of a Prospective Purchaser. Such ROFR Notice will specify (A) the total number and type of Equity Securities determined to be Transferred, (B) the number of shares of Class A Common Stock or Common Units comprising the Covered Securities determined to be Transferred (the "Subject Shares"), and (C) the VWAP of the Class A Common Stock for the two (2) full Trading Days immediately prior to the date of the ROFR Notice (the "VWAP Price"). The ROFR Notice will constitute a binding, irrevocable offer by the Transferor to sell any or all Subject Shares to Liberty at the VWAP Price per Subject Share.

(ii) Within three (3) Trading Days following Liberty's receipt of the ROFR Notice, Liberty may agree, by written notice to the Transferor (the "Liberty Notice"), to acquire the number and type of Subject Shares specified in the Liberty Notice (the "Liberty Elected Shares") at a cash price per share equal to the VWAP Price. If a Liberty Notice meeting the requirements specified above is not delivered within such three Trading Day period, then Liberty will be deemed to have rejected the offer of the Subject Shares. For the avoidance of doubt, during such three Trading Day period, the Transferor may not effect the proposed Transfer to a Prospective Purchaser (unless prior to the expiration thereof, Liberty provides written notice to the Transferor that it is expressly rejecting the offer of the Subject Shares).

(iii) Upon delivery of a Liberty Notice meeting the requirements specified above within the specified period, the Transferor will be obligated to sell, and Liberty will be obligated to buy, all of the Liberty Elected Shares at the VWAP Price, payable in cash by wire transfer of immediately available funds. The closing of such purchase and sale shall occur at such time and place as the parties thereto may agree, but in any event no later than the tenth (10th) Business Day after the Liberty Notice is delivered. At the closing, each of the Transferor and Liberty will represent and warrant to the other that (a) it has all requisite power and authority to consummate the purchase and sale, (b) there are no consents or notices required to be obtained or delivered to third parties or Governmental Entities (including under the HSR Act) in connection with such purchase and sale, and (c) no injunction of any Governmental Entities exists that would prevent or delay such transactions from occurring, and the Transferor will represent and warrant to Liberty that the Transferor is transferring valid title to the Liberty Elected Shares free and clear of any Lien or restriction, other than applicable federal or state securities Laws or those created by this Agreement.

(iv) If Liberty rejects or is deemed to reject the offer of the Subject Shares (or a portion of such Subject Shares) set forth in the ROFR Notice, then the Transferor will be free to Transfer or otherwise sell on the market the Subject Shares which are not Liberty Elected Shares during the period of forty-five (45) calendar days following the date of the rejection or deemed rejection of the ROFR Notice, without restriction as to price or manner of sale. If the Transferor does not complete the sale of such Subject Shares within five (5) Business Days of the expiration of such forty-five-day period, the Transferor must again comply with the terms of this Section 3 with respect to any proposed Transfer of such Subject Shares.

(v) Each Transferor covenants and agrees that, subject to the terms of the LLC Agreement and the Exchange Agreement, prior to any Transfer of Common Units to Liberty pursuant to this Section 3, the Transferor shall cause such Common Units to be exchanged for shares of Class A Common Stock pursuant to the terms of the LLC Agreement and the Exchange Agreement such that Liberty shall receive shares of Class A Common Stock (in lieu of Common Units) at the closing of the transactions contemplated by the applicable ROFR Notice.

4. REPRESENTATIONS AND WARRANTIES OF A/N; ACKNOWLEDGEMENT.

(a) A/N hereby represents and warrants to Liberty that:

(i) *Authority for this Agreement.* A/N is a general partnership duly organized, validly existing and in good standing under the Laws of the State of New York and has all necessary partnership power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by A/N and the consummation by A/N of the transactions contemplated hereby (i) will not violate or constitute a breach of or conflict with its partnership agreement and (ii) have been duly and validly authorized, and no other proceedings on the part of A/N are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by A/N and, assuming it has been duly and validly authorized, executed and delivered by Liberty, constitutes a legal, valid and binding obligation of A/N enforceable against A/N in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar Laws relating to or affecting enforcement of creditors' rights generally, and general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

(ii) *Ownership of Shares.* A/N is the Beneficial Owner of all Holdco Units and Common Shares (including the Proxy Shares) received pursuant to the terms of the Contribution Agreement, in each case, free and clear of all pledges, liens, proxies, claims, charges, security interests, preemptive rights, voting trusts, voting agreements, options, rights of first offer or refusal and any other encumbrances whatsoever (collectively, "Liens") with respect to the ownership, transfer or other voting of such securities, other than encumbrances created by this Agreement and any Transaction Agreement and any restrictions on transfer under applicable federal and state securities Laws. A/N has the

sole authority to direct the voting of the Common Shares in accordance with the provisions of this Agreement and the sole power of disposition with respect to the Common Shares and Holdco Units, with no restrictions (other than restrictions created by this Agreement or any Transaction Agreement and any restrictions on transfer under applicable federal and state securities Laws). Except for the Common Shares and the Holdco Units, as of the date hereof, A/N does not Beneficially Own nor owns of record (i) any other equity securities of Charter or Charter Holdco or (ii) any securities that are convertible into or exercisable or exchangeable for such equity securities.

5. REPRESENTATIONS AND WARRANTIES OF LIBERTY. Liberty hereby represents and warrants to A/N that Liberty is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all necessary corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Liberty and the consummation by Liberty of the transactions contemplated hereby (i) will not violate or constitute a breach of or conflict with its certificate of incorporation or bylaws and (ii) have been duly and validly authorized by, and no other proceedings on the part of, Liberty are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Liberty and, assuming it has been duly and validly authorized, executed and delivered by A/N, constitutes a legal, valid and binding obligation of Liberty enforceable against Liberty in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar Laws relating to or affecting enforcement of creditors' rights generally, and general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

6. TERM; TERMINATION. This Agreement will terminate upon the first to occur of:

(i) the fifth (5th) anniversary of the Effective Date (the "Expiration Date"; provided that such Expiration Date may be extended upon the agreement of A/N and Liberty, to a subsequent agreed upon date, in which case such subsequent date will be deemed the Expiration Date);

(ii) upon written notice by Liberty to A/N, that a 40 Act Event, as determined in the reasonable opinion of Liberty's counsel, has occurred;

(iii) upon written notice by A/N to Liberty, upon a material breach by Liberty of any of its covenants or agreements contained herein,provided that such breach shall not have been cured within ten (10) Business Days after written notice thereof shall have been received by Liberty;

(iv) a Liberty Change of Control;

(v) a Transfer by any Liberty Party of any shares of Class A Common Stock, other than (A) a Permitted Transfer,provided, that in the case of a Transfer pursuant to clause (y) of Section 4.6(b)(ix) of the Stockholders Agreement, the Voting Interest of Liberty (including the Proxy Shares) shall equal no less than the Target Percentage following the completion of such

Transfer, or within six (6) months following the completion of such Transfer, Liberty acquires such number of shares of Class A Common Stock as is necessary to cause the Voting Interest of Liberty (including the Proxy Shares) to be no less than the Target Percentage; (B) a Transfer of shares of Class A Common Stock constituting 1% or less of the Total Voting Power, provided, that, (x) Liberty shall have promptly notified A/N in writing of such Transfer, (y) A/N shall promptly have provided Liberty with written notice that this Agreement will terminate unless Liberty cures such breach within forty-five (45) calendar days and (z) within thirty (30) calendar days of receipt of notice from A/N, Liberty shall have (1) acquired such number of shares of Common Stock as is necessary to cause the Voting Interest of Liberty (including the Proxy Shares) to be no less than the Target Percentage and (2) certified in writing to A/N that the Voting Interest of Liberty (including the Proxy Shares) is no less than the Target Percentage; or (C) a Transfer by Liberty of any shares of Class A Common Stock following which Transfer Liberty retains no less than an Equity Interest equal to 17.01% (it being understood and acknowledged by Liberty, for the avoidance of doubt, that nothing in this Section 6(v) shall cause the Proxy Percentage to exceed, or to be required to exceed, 7.0%); or

(vi) upon the mutual written agreement of A/N and Liberty.

No party hereto will be relieved from any liability for breach of this Agreement by reason of such termination.

7. MISCELLANEOUS.

(a) Remedies. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Court of Chancery of the State of Delaware or any federal court sitting in the State of Delaware, without bond or other security being required, this being in addition to any other remedy to which they are entitled at law or in equity.

(b) Further Assurances. Each party shall cooperate and take such actions as may be reasonably requested by another party in order to carry out the provisions and purposes of this Agreement and the transactions contemplated hereby.

(c) Expenses. Except as otherwise expressly provided in this Agreement, all costs and expenses incurred in connection with the transactions contemplated by this Agreement shall be paid by the party incurring such costs and expenses.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware.

(e) Jurisdiction. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in the Court of Chancery of the State of Delaware, or, if the Court of Chancery lacks subject matter jurisdiction, in any federal court sitting in the State of Delaware, and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of such courts (and, in the case of appeals, appropriate appellate courts there from) in any such

action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. The consents to jurisdiction set forth in this paragraph shall not constitute general consents to service of process in the State of Delaware and shall have no effect for any purpose except as provided in this paragraph and shall not be deemed to confer rights on any Person other than the parties hereto. The parties hereto agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

(f) Assignment; Successors. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or delegated in whole or in part, by operation of Law, or otherwise, by any of the parties without the prior written consent of the other parties; provided, that Liberty may assign this Agreement to a Qualified Distribution Transferee. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns. Any purported assignment or delegation not permitted under this Section 7(f) shall be null and void and shall not relieve the

assigning or delegating party of any obligation hereunder.

(g) Descriptive Headings. Headings of Sections and subsections of this Agreement are for convenience of the parties only, and shall be given no substantive or interpretive effect whatsoever.

(h) Entire Agreement; No Third-Party Beneficiaries. This Agreement and the Stockholders Agreement constitutes the entire agreement of the parties hereto, and supersede all other prior agreements and understandings, both written and oral, among the parties, with respect to the subject matter hereof and thereof. Nothing in this Agreement shall be construed as giving any Person, other than the parties hereto and their respective heirs, successors, legal representatives and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

(i) Notices. Any notices or other communications required or permitted under, or otherwise in connection with this Agreement, shall be in writing and shall be deemed to have been duly given (A) when delivered in person, (B) upon transmission by electronic mail or facsimile transmission as evidenced by confirmation of transmission to the sender (but only if followed by transmittal of a copy thereof by (x) national overnight courier or (y) hand delivery with receipt, in each case, for delivery by the second (2nd) Business Day following such electronic mail or facsimile transmission), (C) on receipt after dispatch by registered or certified mail, postage prepaid and addressed, or (D) on the next Business Day if transmitted by national overnight courier, in each case as set forth to the parties as set forth below:

If to A/N, to:

Advance/Newhouse Partnership
5823 Widewaters Parkway
East Syracuse, NY 13057

Facsimile:
Attention:
E-Mail:

with a copy (which shall not constitute notice) to:

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Facsimile: (212) 291-9067
Attention: Brian E. Hamilton
E-Mail: hamiltonb@sullcrom.com

If to Liberty, to:

Liberty Broadband Corporation
12300 Liberty Boulevard
Englewood, CO 80112
Facsimile:
Attention:
E-Mail:

with a copy (which shall not constitute notice) to:

Baker Botts L.L.P.
30 Rockefeller Plaza
New York, New York 10112
Facsimile: (212) 259-2500
Attention: Frederick H. McGrath
Renee L. Wilm
E-Mail: frederick.mcgrath@bakerbotts.com
renee.wilm@bakerbotts.com

or such other address, email address or facsimile number as such party may hereafter specify by like notice to the other parties hereto.

(j) Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

(k) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers of or

consents to departures from the provisions hereof may not be given, unless approved in writing by Liberty and A/Nprovided, that any amendment to the terms of the A/N Proxy (other than the extension on the same terms hereof pursuant to Section 6(i) hereof) shall require the prior written consent of Charter following the approval of such amendment by a majority of the Unaffiliated Directors, which consent shall not be unreasonably withheld, conditioned or delayed, except that Charter may withhold such consent pursuant to the fiduciary duties of the Unaffiliated Directors under applicable Law. For the avoidance of doubt, Charter shall have no rights as a party hereto (including any consent right with respect to any amendments to the terms of the ROFR or the execution of any purchases thereunder, subject to the compliance by Liberty and A/N with their respective obligations under the Stockholders Agreement), except those rights expressly set forth in Section 2(e) and this Section 7(k).

(l) No Implied Waivers. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained herein or made pursuant hereto. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach and no failure by any

party to exercise any right or privilege hereunder shall be deemed a waiver of such party's rights or privileges hereunder or shall be deemed a waiver of such party's rights to exercise the same at any subsequent time or times hereunder.

(m) Interpretation. When a reference is made in this Agreement to a Section, Exhibit or Schedule, such reference shall be to a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. When this Agreement contemplates a certain number of securities, whether Common Shares or otherwise, as of a particular date, such number of securities shall be deemed to be appropriately adjusted to account for stock splits, dividends, recapitalizations, combinations of shares or other change affecting the such securities.

(n) Counterparts. This Agreement may be executed in counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement) and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has executed this agreement as of the date first above written.

LIBERTY BROADBAND CORPORATION

By: _____
Name:
Title:

ADVANCE/NEWHOUSE PARTNERSHIP

By: _____
Name:
Title:

For the limited purposes of the proviso to Section 2(e) and Section 7(k):

CHARTER COMMUNICATIONS, INC.

By: _____
Name:
Title:

CCH I, LLC

By: _____
Name:
Title:

Exhibit 99.1

Liberty Broadband Announces Agreement with Charter to Invest $5 billion in connection with Time Warner Cable Merger and Bright House Acquisition

Newly Issued Liberty Broadband Shares to be Purchased by Liberty Interactive Corporation and Other Third Parties including Coatue, JANA and Soroban

ENGLEWOOD, Colo.—Liberty Broadband Corporation (Nasdaq: LBRDA, LBRDK) ("Liberty Broadband") announced today that it has entered into an agreement with Charter Communications, Inc. ("Charter") to invest $4.3 billion at a price of $176.95 per share in connection with (and contingent upon) the closing of today's announced proposed merger with Time Warner Cable Inc. ("TWC") by Charter. Liberty Broadband has also reaffirmed its commitment to purchase an additional $700 million at a price of $173 per share in connection with Charter's proposed acquisition of Bright House Networks from Advance/Newhouse Partnership ("A/N"). In connection with these transactions, it is expected that Charter will undergo a corporate reorganization, resulting in a current subsidiary of Charter becoming the publicly traded parent company ("New Charter").

"Charter's transactions with Time Warner Cable and Bright House are the fulfillment of the cable consolidation we have advocated. This combination joins three strong operators under Tom Rutledge and his team and adds meaningful scale to enable innovation for the benefit of customers and shareholders," said Greg Maffei, President and CEO of Liberty Broadband. "We are excited to invest substantially behind this and continue as Charter's largest shareholder."

In support of the TWC merger, Liberty Broadband will purchase $4.3 billion of stock in New Charter (the "Charter Shares") using the proceeds from $4.4 billion of subscriptions for newly issued shares of Liberty Broadband's Series C common stock (the "Series C Shares"), at a price per share of $56.23 (equal to Liberty Broadband's net asset value on a sum-of-the parts basis). The purchasers of the Series C Shares are Liberty Interactive Corporation through Liberty Ventures Group and third party investors, including Coatue Management LLC, JANA Partners LLC and Soroban Capital Partners LP ("Soroban"), which will all invest on the same terms. Soroban, which also holds a position in TWC, has agreed to vote its TWC shares in favor of the Charter-TWC merger. The Series C Share subscriptions are subject to customary closing conditions and funding will only occur upon the completion of the TWC merger. Each of Charter and Liberty Broadband intends to seek stockholder approval for the issuance of the Charter Shares and the Series C Shares, respectively, in accordance with the rules and requirements of the Nasdaq Stock Market. If, for any reason, Liberty Broadband does not receive the requisite stockholder approval for the issuance of the Series C Shares, the purchasers will instead acquire a limited number of Series C Shares, together with shares of a newly issued series of non-convertible preferred stock of Liberty Broadband.

In connection with the TWC merger, Liberty Broadband has also entered into an agreement with Charter pursuant to which it has agreed to vote all of its shares of Charter's Class A common stock in favor of Charter's merger with TWC, the issuance of the Charter Shares and any related proposals. Liberty Broadband and Liberty Interactive have also entered into an agreement with Charter which provides that Liberty Broadband and Liberty Interactive will exchange, in a tax-free transaction, the shares of TWC common stock held by each company for shares of New Charter Class A common stock (subject to certain limitations). In addition, Liberty Interactive

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has also agreed to grant Liberty Broadband a proxy over the shares of New Charter Stock it receives in the exchange, along with a right of first refusal with respect to the underlying New Charter Stock.

Separately, Liberty Broadband has reaffirmed its commitment to purchase up to $700 million in New Charter Stock at a per share price of $173 in connection with the Bright House acquisition, which Liberty Broadband intends to fund through cash on hand. As previously announced, A/N and Liberty Broadband will enter into a proxy agreement, pursuant to which A/N will grant Liberty Broadband a five-year proxy to vote shares of New Charter held by A/N, capped at 7% of New Charter's outstanding shares (which is an increase from the previously announced 6% cap). Liberty Broadband is expected to control approximately 25.01% of the aggregate voting power of New Charter following the completion of the TWC merger and the Bright House acquisition and is expected to be New Charter's largest stockholder.

The terms of a new stockholders agreement among Charter, New Charter, Liberty Broadband and Bright House (which will become effective upon the closing of the Bright House acquisition) remain substantially the same as previously announced, except that the restrictions on Liberty Broadband's ability to utilize its New Charter Stock in connection with financing transactions have been eliminated and Bright House will be entitled to designate two (instead of three) director nominees, among other things.

The TWC merger is subject to approval by stockholders of both Charter and TWC, as well as regulatory approval and other customary conditions to closing. The Bright House acquisition is subject to several conditions, including the completion of the TWC merger (subject to certain exceptions if TWC enters into another sale transaction), Charter stockholder approval, a separate stockholder vote on the Liberty Broadband transactions, and regulatory approval.

Baker Botts LLP is serving as counsel to Liberty Broadband.

Forward-Looking Statements

This press release includes certain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including statements about the completion of Charter's corporate reorganization, the TWC merger and Bright House acquisition transactions, the effectiveness of the new stockholders agreement, the anticipated ownership percentages of Liberty Broadband following the closing, Liberty Broadband's issuance of Series C Shares to third party investors, Liberty Broadband's additional investments in Charter and other matters that are not historical facts. These forward-looking statements involve many risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such statements, including, without limitation, the receipt of required approvals, including stockholder and regulatory. These forward looking statements speak only as of the date of this press release, and Liberty Broadband expressly disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein to reflect any change in Liberty Broadband's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based. Please refer to the publicly filed documents of Liberty Broadband, including the most recent Forms 10-K and 10-Q, for

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additional information about Liberty Broadband and about the risks and uncertainties related to Liberty Broadband's business which may affect the statements made in this press release.

About Liberty Broadband Corporation

Liberty Broadband Corporation (Nasdaq: LBRDA, LBRDK) is comprised of, among other things, its interest in Charter Communications, its subsidiary TruePosition and a minority equity investment in Time Warner Cable.

Liberty Broadband Corporation
Courtnee Ulrich, 720-875-5420
