

(Name of Issuer)

(Title of Class of Securities)

(CUSIP Number)

(Name and Telephone Number of Person Authorized to Receive Notices and Communications)

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D/A, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check

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Multiple horizontal lines for text entry.

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The information contained in Item 4 of the Schedule





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Assignment and Assumption Agreement (this "Agreement"), dated as of November 2, 2017, by and among General Communication, Inc., an Alaska corporation (which will be renamed GCI Liberty, Inc. in connection with the transactions contemplated by the Reorganization Agreement (as defined below)) ("Splitco"), Liberty Interactive Corporation (f/k/a Liberty Media Corporation), a Dela: r

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d. the execution and delivery of this Agreement by each of Liberty, Liberty Ser

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- b. This Agreement may be amended, modified and supplemented, and any of the provisions contained herein may be waived, only by a written instrument signed by the parties hereto or their successors and permitted assigns; provided, however, that following (x) the date hereof, Liberty Sub's, and (y) the Split-Off Effective Time, Liberty's and Liberty Sub's, execution of such amendment, modification or supplement will not be required for the effectiveness thereof, except to the extent such amendment, modification or supplement would impose any non-*de minimis* obligation or liability upon Liberty or Liberty Sub, as applicable. Any amendment or waiver by the Company shall be authorized by a majority of the Qualified Directors of the Company (the execution and delivery of any such amendment or waiver by the Company shall conclusively evidence the authorization of such amendment or waiver required pursuant to this sentence).
- c. Except as provided in this Agreement, in any Assignment and Assumption Agreement (other than this Agreement) or in Sections 5(d)(i)(6), 5(d)(i)(7)

or 9(c) of the Original Spinco Agreement, neither this Agreement nor any rights or obligations under this Agreement shall be assigned, in whole or in part, by the Company or the Liberty Parties without the prior written consent of the other; provided, however, that following (x) the date hereof, Liberty Sub's, and (y) the Split-Off Effective Time, Liberty's and Liberty Sub's, consent will not be required for such assignment, except to the extent such assignment would have, or would reasonably be expected to have, an adverse effect upon Liberty or Liberty Sub, as applicable. Any such consent by the Company shall be authorized by a majority of the Qualified Directors of the Company (the execution and delivery of any such consent by the Company shall conclusively evidence the authorization of such consent required pursuant to this sentence). Subject to the foregoing, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

- d. This Agreement sets forth the entire agreement and understanding among the parties as to the subject matter hereof and merges and supersedes all prior representations, agreements and understandings, written or oral, of any and every nature among them, other than as set forth in the Spinco Agreement and the Registration Rights Agreement.
- e. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Delaware, without giving effect to the principles of conflicts of laws. Each of the parties hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Delaware, for any action, proceeding or investigation in any court or before any governmental authority ("Litigation") arising out of or relating to this Agreement and the transactions contemplated hereby and further agrees that service of any process, summons, notice or document by U.S. mail to its respective address for notices given pursuant to the Spinco Agreement (as modified hereby) shall be effective service of process for any Litigation brought against it in any such court. Each of the parties hereto hereby irrevocably and unconditionally waives any objection to the laying of venue of any Litigation arising out of this Agreement or the transactions contemplated hereby in the courts of the State of Delaware, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Litigation brought in any such court has been brought in an inconvenient forum. 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 Litigation arising out of or relating to this Agreement or the transactions contemplated hereby.
- f. Each of the parties hereto acknowledges and agrees that the parties' respective remedies at law for a breach or threatened breach of any of the

provisions of this Agreement would be inadequate and, in recognition of that fact, agrees that, in the event of a breach or threatened breach by any party of the provisions of this Agreement, in addition to any remedies at law, the parties hereto without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy w-~~specot str~~ ~~templatedis~~ s p

LI LLC and Splitco, as amended by Amendment No. 1 to Reorganization Agreement, dated July 19, 2017, and as such agreement may be amended or modified in accordance with the terms thereof; provided, however, that no such amendment or modification which (i) extends the Outside Date (as defined in the Reorganization Agreement), other than as provided in the Reorganization Agreement as of the date hereof, or (ii) would have, or would reasonably be expected to have, an adverse effect upon the Company's rights, benefits or obligations under this Agreement, the Spinco Agreement or the Registration Rights Agreement, will be effective for purposes of this Agreement.

[Signature Page Follows.]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LIBERTY INTERACTIVE CORPORATION

By: /s/ Craig Troyer

Name: Craig Troyer

Title: Senior Vice President, Deputy General Counsel and Assistant Secretary

LIBERTY USA HOLDINGS, LLC

By: Liberty Interactive LLC, its sole member and manager

By: Liberty Interactive Corporation, its sole member and manager

By: /s/ Craig Troyer

Name: Craig Troyer

Title: Senior Vice President, Deputy General Counsel and Assistant Secretary

VENTURES HOLDCO, LLC

By: Liberty Interactive LLC, its sole member and manager

By: Liberty Interactive Corporation, its sole member and manager

By: /s/ Craig Troyer

Name: Craig Troyer

Title: Senior Vice President, Deputy General Counsel and Assistant Secretary

[Signature Page to Assignment and Assumption Agreement]

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GENERAL COMMUNICATION, INC.

By: /s/ Peter Pounds

Name: Peter Pounds

Title: Senior Vice President and Chief Financial Officer

LENDINGTREE, INC.

By: /s/ Douglas R. Lebda

Name: Douglas R. Lebda

Title: Chairman and Chief Executive Officer

[Signature Page to Assignment and Assumption Agreement]

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