
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant t

AMENDMENT No. 2 TO REORGANIZATION AGREEMENT

This Amendment No. 2 to Reorganization Agreement, dated as of November 8, 2017 (this "Amendment"), amends the Agreement and Plan of Reorganization, dated as of April 4, 2017, by and among Liberty Interactive Corporation, a Delaware corporation ("Liberty"), Liberty Interactive LLC, a Delaware limited liability company and a direct, wholly owned subsidiary of Liberty ("LI LLC"), and General Communication, Inc., an Alaska corporation (the "Company"), as amended by Amendment No. 1 to Reorganization Agreement, dated July 19, 2017 (the "Reorganization Agreement"). Capitalized terms used herein and not otherwise defined shall have their respective meanings as defined in the Reorganization Agreement.

RECITALS

WHEREAS, pursuant to Section 8.6 of the Reorganization Agreement, Liberty, LI LLC and the Company wish to amend certain provisions of the Reorganization Agreement as provided herein;

NOW, THEREFORE, in consideration of the mutual agreements set forth in the Reorganization Agreement,

REPRESENTATIVE

Liberty Interactive Corporation

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Sec. 8.6

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6. Clause (d) of Section 5.9 of the Reorganization Agreement is hereby amended by deleting the following words in their entirety:

“the Exchange Offer or”.

7. Clause (d) of Section 5.17(e) of the Reorganization Agreement is hereby amended by deleting the following words in their entirety:

“the redemption of the Liberty Charter Exchangeable Debentures and”.

8. Section 5.18 of the Reorganization Agreement is hereby amended and restated to read in its entirety as follows:

“Section 5.18 Cooperation as to Purchase Offer. The parties hereto shall cooperate with and reasonably assist each other with respect to the commencement and consummation of any Purchase Offer effected in accordance with the Indemnification Agreement.”

9.

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

GENERAL COMMUNICATION, INC.

By: /s/ Peter Pounds
Name: Peter Pounds
Title: Senior Vice President and Chief Financial Office ” ✓

INDEMNIFICATION AGREEMENT

This **INDEMNIFICATION AGREEMENT** (this "Agreement



“Exchange Date” has the meaning ascribed thereto in the Supplemental Indenture.

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[Redacted content]

[Redacted content]

Section 6.3 shall be deemed effective service of process on such party.

6.7 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS TO BE

LV BRIDGE, LLC

By: _____
Name:
Title:

GCI LIBERTY, INC.

By: _____
Name:
Title:

Form of Split-Off Tax Sharing Agreement

TAX SHARING AGREEMENT

BETWEEN

LIBERTY INTERACTIVE CORPORATION

AND

GCI LIBERTY, INC.

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TAX SHARING AGREEMENT

THIS TAX SHARING AGREEMENT (this “Agreement”) is entered into as of [], between Liberty Interactive Corporation, a Delaware corporation (“Distributing”), and GCI Liberty, Inc.,(1) an Alaska corporation (“Splitco”). Unless otherwise indicated, all “Section” references in this Agreement are to sections of this Agreement.

RECITALS

WHEREAS, the Board of Directors of Distributing has determined that it would be appropriate and desirable for Distributing to separate the Splitco Business from the Distributing Business;

WHEREAS, immediately following the Contribution, Distributing will own an amount of Splitco Stock that constitutes “control” of Splitco within the meaning of Section 368(c) of the Code;

WHEREAS, following the Contribution, Distributing intends to distribute its entire interest in the stock of Splitco to the holders of Liberty Ventures Common Stock in exchange for their shares of Liberty Ventures Common Stock in what is intended to qualify as a tax-free transaction described under Sections 368(a)(1)(D), 369(a)(1), and 369(b) of the Code;

W ~~WHEREAS, the principal arrangements bearing~~ Sex-frmmo aplit“Seirao reAlypriholderbution”);

“Purchased Debenture Indemnity” has the meaning given to such term in the Indemnification Agreement.

“Purchased Debenture Value” means, in respect of any Purchased Debenture, the purchase price paid by Liberty LLC to acquire such Purchased Debenture in connection with the completion of any Purchase Offer (without taking into account any costs, expenses or fees related to such purchase which are to be reimbursed to Liberty LLC by Splitco pursuant to Section 3.1 of the Indemnification Agreement).

“QVC Group” has the meaning given to such term in Distributing’s restated certificate of incorporation that was filed to effect the Redesignation.

“QVC Group Common Stock” means (i) Distributing’s Series A QVC Group Common Stock, Series B QVC Group Common Stock, and if and when issued, Series C QVC Group common stock, par value \$.01 per share, (ii) for any taxable periods (or portions thereof) prior to the Redesignation, Distributing’s Series A Liberty Interactive Common Stock and Series B Liberty Interactive Common Stock, and (iii) any series or class of stock into which Distributing’s Series A, Series B, or Series C QVC Group common stock is redesignated, reclassified, converted or exchanged following the Effective Time.

“Reattribution” has the meaning given to such term in the Reorganization Agreement.

“Recapitalization or capitalization” means the recapitalization of Distributing’s outstanding stock and distribution of Liberty Venture



meaning of Section 368(a) of the Code, (ii) the treatment, for U.S. federal income tax purposes with respect to any taxable period (or portion thereof) ending on or before the date of the Distribution, of the QVC Group Common Stock or the Liberty Ventures Common Stock as other than stock of our company, (iii) the treatment, for U.S. federal income tax purposes, of the Series A Rights as other than rights issued by Distributing to acquire stock of Distributing, (iv) the treatment of the QVC Group Common Stock, the Liberty Ventures Common Stock or the Series A Rights as Section 306 stock within the meaning of Section 306(c) of the Code with respect to any Pre-Distribution Period, (v) the

(ii) Splitco ao \tilde{a}



(p) . All Transfer Taxes shall be allocated 50% to Distributing and 50% to Splitco.

(q) . Except as provided in Section 2.2(f), (g), (h), (j), (l), (n), or (o), Distributing shall be allocated all Income Taxes and Income Tax Benefits attributable to or arising from the Splitco Business and the Distributing Business that are reported on any Tax Return for any Pre-Issue Date Period that would be a Combined Return if determined without regard to this Section 2.2(q).

SECTION 3. Preparation and Filing of Tax Returns.

3.1 Combined Returns. Except as otherwise provided in this Section 3:

(a)

such Employing Party or to the appl E

adjusting payments will be made, as appropriate, to reflect the outcome of subsequent administrative or judicial proceedings.

4.6 Tax Consequences of Payments. For all Tax purposes and to the extent permitted by applicable Tax Law, the parties hereto shall treat any payment made pursuant to this Agreement between the parties as a capital contribution or a distribution, as the case may be, immediately prior to the Distribution. For the avoidance of doubt, for all Tax purposes and to the extent permitted by applicable Tax Law, the Estimated 2046 Exchangeables Tax Benefits Amount related to any Splitco Indemnity Payment shall be treated as a reduction of the applicable Splitco Indemnity Payment under the Indemnification Agreement.

SECTION 5. Assistance and Cooperation.

5.1 Cooperation. In addition to the obligations enumerated in Sections 3.3 and 7.7, Distributing and Splitco shall cooperate (and shall cause their respective Subsidiaries and Affiliates to cooperate) with each other and with each other's agents, including accounting firms and legal counsel, in connection with Tax matters, including provision of relevant documents and information in their possession and making available to each other, as reasonably requested and available, personnel (including officers, directors, employees and agents of the parties or their respective Subsidiaries or Affiliates) responsible for preparing, maintaining, and interpreting information and documents relevant to Taxes, and personnel reasonably required as witnesses or for purposes of providing information or documents in connection with any administrative or judicial proceedings relating to Taxes.

~~5.2 Retention of Tax Records.~~

6.1 Retention of Tax Records. Each of Distributing and Splitco shall preserve, and shall cause their respective Subsidiaries to preserve, all Tax Records that are in their possession, custody, or control, and that could affect the liability of any member of the other Group for Taxes, for as long as the contents thereof may become material in the administration of any matter under applicable Tax Law, but in any event until the later of (x) the expiration of any applicable statutes of limitation or (y) any event under

under this Agreement in respect of a Tax Contest or Joint Claim. Splitco shall assist Distributing, and Distributing shall assist Splitco, in taking any commercially reasonable actions that are necessary or desirable to minimize the effects of any adjustment made by a Tax Authority. The indemnifying party shall reimburse the indemnified party for any reasonable out-of-pocket costs and expenses incurred in complying with this Section 7.7.

7.8 Joint Claims. Distributing and Splitco will have the right to jointly control the defense, compromise or settlement of any Joint Claim; provided however, that with respect to any Joint Claim arising under the LEXE Tax Sharing Agreement, the CHUB Tax Sharing Agreement or the LTRIP Tax Sharing Agreement (or otherwise subject to the indemnification provisions of the LEXE Tax Sharing Agreement, the CHUB Tax Sharing Agreement or the LTRIP Tax Sharing Agreement), Splitco's rights to jointly control, or otherwise participate in the defense, compromise or settlement of, any such Joint Claim will be subject to the terms of the LEXE Tax Sharing Agreement, the CHUB Tax Sharing Agreement or the LTRIP Tax Sharing Agreement, as applicable. Distributing shall use reasonable efforts to provide Splitco with the right to jointly control with Distributing and otherwise participate in the defense, compromise or settlement of, any Joint Claim arising under the LEXE Tax Sharing Agreement, the CHUB Tax Sharing Agreement or the LTRIP Tax Sharing Agreement (or otherwise subject to the indemnification provisions of the LEXE Tax Sharing Agreement, the CHUB Tax Sharing Agreement or the LTRIP Tax Sharing Agreement), including taking action on behalf of Splitco (at the request of Splitco) to the extent any other party to the LEXE Tax Sharing Agreement, the CHUB Tax Sharing Agreement or the LTRIP Tax Sharing Agreement does not recognize Splitco's ability to act thereunder; provided however, that Distributing shall not be required to relinquish any rights that it has to control the defense, compromise or settlement of any such Joint Claim (other than to Splitco pursuant to the foregoing). No indemnified Company shall settle or compromise or consent to entry of any judgment with respect to any such Joint Claim without the prior written consent of the indemnifying Company, which consent may be withheld in the indemnifying Company's sole discretion. No indemnifying Company shall settle or compromise or consent to entry of any judgment with respect to any such Joint Claim unless such settlement, compromise or consent (x) includes an unconditional release of the indemnified Company and (y) does not enjoin or restrict in any way the future actions or conduct of the indemnified Company (other than with respect to its performance hereunder).

7.9 Other Claims. In the event any Distributing Indemnitee should have a claim against Splitco, or any Splitco Indemnitee should have a claim against Distributing, under this Section 7 that does not involve a third party action, such indemnified Company (or Distributing on behalf of all Distributing Indemnitees or Splitco on behalf of all Splitco Indemnitees, as applicable) shall as promptly as practicable notify the indemnifying Company of such claim, describing such claim and the factual basis thereof, the amount of such claim (if known) and the method of computation of such amount, all with reasonable particularity.

Liberty Interactive Corporation
12300 Liberty Boulevard
Englewood, Colorado 80112

Attn: Chief Legal Officer
Email: legalnotices@libertymedia.com
Facsimile: (720) 875-5401

(b) If to Splitco, to:

GCI Liberty, Inc.
12300 Liberty Boulevard
Englewood, Colorado 80112

Attn: Chief Legal Officer
Email: legalnotices@libertymedia.com
Facsimile: (720) 875-5401

or to such other address as the party to whom notice is given may have previously furnished to the other parties in writing in the manner set forth above.

8.7 Counterparts. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement. This Agreement may be delivered by electronic mail or facsimile transmission of a signed copy thereof.

8.8 Binding Effect; Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except with respect to a merger of a party, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other parties; provided, however, that each of Distributing and Splitco may assign its respective rights, interests, liabilities and obligations under this Agreement to any other member of its Group, but such assignment shall not relieve Distributing or Splitco, as the assignor, of its liabilities or obligations hereunder.

8.9 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent that such prohibition or unenforceability applies to that jurisdiction, and the remaining provisions hereof. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Upon a en

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