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): April 15, 2019

EXPEDIA GROUP, INC.
(Exact name of registrant as specified in its charter)

<table>
<thead>
<tr>
<th>Delaware</th>
<th>001-37429</th>
<th>20-2705720</th>
</tr>
</thead>
<tbody>
<tr>
<td>(State or other jurisdiction of incorporation)</td>
<td>(Commission File Number)</td>
<td>(I.R.S. Employer Identification No.)</td>
</tr>
</tbody>
</table>

333 108th Avenue NE
Bellevue, Washington 98004
(Address of principal executive offices) (Zip code)

(425) 679-7200
Registrant’s telephone number, including area code

Not Applicable
(Former name or former address if changed since last report)

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

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

On April 15, 2019, Expedia Group, Inc., a Delaware corporation (the “Company” or “Expedia Group”), Liberty Expedia Holdings, Inc., a Delaware corporation ("LEXPE"), LEMS I LLC, a Delaware limited liability company and a wholly owned subsidiary of the Company ("Merger LLC"), and LEMS II Inc., a Delaware corporation and a wholly owned subsidiary of Merger LLC ("Merger Sub"), entered into an Agreement and Plan of Merger (the "Merger Agreement"). The Merger Agreement provides for, among other things and subject to the satisfaction or waiver of certain specified conditions set forth therein, (i) the merger of Merger Sub with and into LEXPE (the "Merger"), with LEXPE surviving the Merger as a wholly owned subsidiary of Merger LLC, and (ii) immediately following the Merger, the merger of LEXPE (as the surviving corporation in the Merger) with and into Merger LLC (the “Upstream Merger"), and together with the Merger, the “Combination”), with Merger LLC surviving the Upstream Merger as a wholly owned subsidiary of the Company. LEXPE’s principal asset is approximately 23.9 million shares of capital stock of the Company, including all of the approximately 12.8 million outstanding shares of Class B common stock, $0.0001 par value per share, of the Company (the “Company Class B Common Stock”).

Pursuant to the Merger Agreement, each share of Series A common stock, par value $0.01 per share, of LEXPE and Series B common stock, par value $0.01 per share, of LEXPE (together, the “LEXPE Common Stock”) issued and outstanding immediately prior to the effective time of the Merger (the “Effective Time”) (except for shares held by LEXPE as treasury stock or held directly by the Company) will be converted into the right to receive 0.36 of a share of common stock, par value $0.0001 per share, of the Company (the “Company Common Stock”), plus cash (without interest) in lieu of any fractional shares of Company Common Stock (the “Merger Consideration”). At the closing of the Combination, former holders of LEXPE Common Stock are expected to own in the aggregate shares of Company Common Stock representing approximately 14% of the total number of outstanding shares of Company Common Stock and Company Class B Common Stock, based on approximately 140 million shares of Company Common Stock and approximately 5.7 million shares of Company Class B Common Stock currently expected to be outstanding at the closing of the Combination.

As of the Effective Time, each then-outstanding stock option with respect to shares of LEXPE Common Stock will be cancelled and converted into the right to receive the Merger Consideration in respect of each share subject to such option (after deducting a number of shares sufficient to cover the aggregate option exercise price), less applicable tax withholding. As of the Effective Time, each then-outstanding restricted stock award and restricted stock unit award with respect to shares of LEXPE Common Stock will be cancelled and converted into the right to receive the Merger Consideration in respect of each share of LEXPE Common Stock subject to such award, less applicable tax withholding.

The closing of the Combination is subject to certain mutual conditions, including (1) the adoption of the Merger Agreement by the holders of at least a majority of the aggregate voting power of the outstanding shares of LEXPE Common Stock, voting together as a single class; (2) any required approvals under the HSR Act in respect of the Combination and other transactions contemplated by the Merger Agreement; (3) the absence of any order or law that has the effect of enjoining or otherwise prohibiting the closing of the Combination or any of the other transactions contemplated by the Merger Agreement and related transaction documents; (4) the approval for listing of the shares of Company Common Stock to be issued as Merger Consideration on the NASDAQ Global Select Market and the effectiveness under the Securities Act of 1933, as amended (the “Securities Act”), of a registration statement on Form S-4 with respect to such shares; and (5) the delivery of an opinion by Skadden, Arps, Slate, Meagher & Flom LLP to LEXPE to the effect that the Combination will not impact the tax treatment of the split off of LEXPE by Qurate Retail, Inc., a Delaware corporation (formerly known as Liberty Interactive Corporation, “Qurate Retail”) on November 4, 2016. The respective obligation of each party to consummate the Combination is also conditioned upon (x) the delivery of an opinion from such party’s tax counsel to the effect that the Combination will qualify as a “reorganization” for U.S. federal income tax purposes and (y) the other party’s representations and warranties being true and correct (subject to certain materiality and material adverse effect qualifications), and the other party having performed in all material respects its obligations under the Merger Agreement. The Company’s obligation to consummate the Combination is further conditioned upon the satisfaction of certain conditions to the completion of the exchange pursuant to the Exchange Agreement as described below. The Combination does not require the approval of the Company’s stockholders.

The Merger Agreement includes certain representations, warranties and covenants of LEXPE, the Company, Merger Sub and Merger LLC, including, among other things, covenants by LEXPE to (i) conduct its business in the ordinary course consistent with past practice and (ii) use reasonable best efforts to preserve intact its business organization and goodwill and relationships with material customers, suppliers, licensors, licensees, distributors and other third parties, during the period between the execution of the Merger Agreement and the Effective Time.
In addition, LEXPE has agreed to non-solicitation obligations with respect to any third-party acquisition proposals, and has agreed to certain restrictions on its and its representatives’ ability to respond to any such proposals. The LEXPE Board of Directors has agreed to recommend that its stockholders vote in favor of the adoption of the Merger Agreement, subject to the right to change its recommendation in response to a superior proposal or an intervening event (each as defined in the Merger Agreement), in each case if the LEXPE Board of Directors determines in good faith that a failure to change its recommendation would be inconsistent with its fiduciary duties. In the event that the LEXPE Board of Directors changes its recommendation, the Company has the right to either (x) require LEXPE to hold a stockholder vote on the transaction or (y) terminate the Merger Agreement.

The Merger Agreement includes termination provisions in favor of both the Company and LEXPE and provides that, in connection with a termination of the Merger Agreement under specified circumstances, including the Company’s termination of the Merger Agreement following a change of recommendation of the LEXPE Board of Directors, but prior to a vote by LEXPE’s stockholders on the transaction, LEXPE will be required to pay the Company a termination fee of $72 million. In addition, either LEXPE or the Company may terminate the Merger Agreement if (i) the Combination has not been consummated by October 15, 2019 (subject to extensions of up to six months in certain circumstances), (ii) the issuance by a court or other governmental authority of a final, non-appealable order or the taking of any other action permanently restraining, enjoining or otherwise prohibiting the Combination, which action is final and non-appealable, (iii) the approval of LEXPE’s stockholders is not obtained at a meeting thereof called for the purpose of adopting the Merger Agreement or (iv) the other party has breached any representation, warranty or covenant causing the failure of a closing condition (subject to a cure period).

At the closing of the Combination, pursuant to the Merger Agreement, each of the three directors serving on the Expedia Group Board of Directors who were nominated by LEXPE is expected to resign from the Expedia Group Board of Directors.

The Expedia Group Board of Directors approved the Merger Agreement and the transactions contemplated thereby following the recommendation of a special committee (the “Expedia Group Special Committee”) consisting solely of independent and disinterested directors, each of whom had been elected by the holders of Company Common Stock voting together as a class (without the vote of the Company Class B Common Stock), to which the Expedia Group Board of Directors had delegated exclusive authority to consider and negotiate the Merger Agreement and the transactions contemplated thereby (including, without limitation, the Exchange Agreement, the Voting Agreement and the New Governance Agreement and the transactions contemplated thereby, as described below).

Based on a recommendation of a transaction committee consisting solely of the Common Stock Directors (as defined in LEXPE’s restated certificate of incorporation) of LEXPE and following the termination of the Proxy Swap Arrangements (as defined below), the Board of Directors of LEXPE approved the Merger Agreement and the transactions contemplated thereby and agreed to recommend that the LEXPE stockholders adopt the Merger Agreement, subject to certain exceptions set forth in the Merger Agreement.

The foregoing description of the Merger Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the Merger Agreement, a copy of which is attached hereto as Exhibit 2.1 and is incorporated herein by reference.

The Merger Agreement and the above description have been included to provide investors and security holders with information regarding the terms of the Merger Agreement and the Combination. It is not intended to provide any other factual information about the Company, LEXPE or their respective subsidiaries or affiliates, including Merger LLC and Merger Sub, or equityholders. The representations, warranties and covenants set forth in the Merger Agreement were made only for the purposes of that agreement and as of specific dates, were made solely for the benefit of the parties to the Merger Agreement (and the express third party beneficiaries described therein), may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Merger Agreement instead of establishing these matters as facts, as well as by information contained in each party’s Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Investors should be aware that the representations, warranties and covenants or any description thereof may not reflect the actual state of facts or condition of the Company, LEXPE, Merger Sub, Merger LLC, or any of their respective subsidiaries, affiliates, businesses, or equityholders. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in public disclosures by the Company. Accordingly, representations and warranties in the Merger Agreement should not be relied on as characterization of the actual state of facts about the Company or LEXPE.
In connection with the transactions contemplated by the Merger Agreement and following the termination of the Malone Proxy as described below, Mr. John C. Malone and Mrs. Leslie Malone (collectively, the "Malone Group") entered into a voting agreement (the "Voting Agreement") with the Company on April 15, 2019, pursuant to which the Malone Group has committed, subject to certain conditions, to vote shares of LEXPE Common Stock representing approximately 32% of the total voting power of the issued and outstanding shares of LEXPE Common Stock as of January 31, 2019, as reported in LEXPE’s Annual Report on Form 10-K for the year ended December 31, 2018, filed on February 8, 2019, in favor of the Merger Agreement and the transactions contemplated thereby at any meeting of the stockholders of LEXPE called to vote upon the Merger. In addition, the Malone Group has agreed to vote the shares of LEXPE Common Stock subject to the Voting Agreement against any Alternative Company Transaction (as defined in the Voting Agreement) and certain other matters. The Voting Agreement will terminate upon, among other events, the termination of the Merger Agreement in accordance with its terms. Under the Voting Agreement, the Company agreed to indemnify the Malone Group for losses incurred in connection with or arising out of the Voting Agreement, including, subject to certain conditions, reasonable fees and expenses of the Malone Group incurred in the defense of any such claim brought by a third party.

The foregoing description of the Voting Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the Voting Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Simultaneously with the entry into the Merger Agreement, Barry Diller, The Diller Foundation d/b/a The Diller – von Furstenberg Family Foundation (the "Family Foundation"), LEXPE and the Company entered into an Exchange Agreement (the "Exchange Agreement") pursuant to which (and agreed by Mr. Diller to be deemed to be in recognition and in lieu of Mr. Diller’s existing rights under the Existing Governance Agreement (as defined below) and the Existing Stockholders Agreement (as defined below)), immediately prior to and conditioned upon the closing of the Combination, Mr. Diller and, if the Family Foundation so elects, the Family Foundation, are expected to exchange with LEXPE up to a number of shares of Company Common Stock equal to the sum of (1) 5,523,452 shares of Company Common Stock (which is equal to the total number of shares of Company Common Stock held by Mr. Diller and the Family Foundation, in the aggregate, as of April 15, 2019) plus (2) the number of shares of Company Common Stock acquired by Mr. Diller prior to the exchange pursuant to the exercise of up to 537,500 vested options to purchase shares of Company Common Stock held by Mr. Diller as of April 15, 2019 (after deducting a number of shares sufficient to cover the aggregate exercise price), for the same number of shares of Company Class B Common Stock held by LEXPE (the shares of Company Class B Common Stock acquired by Mr. Diller and the Family Foundation pursuant to the Exchange Agreement, collectively referred to as the "Original Shares"). Assuming the exchange by Mr. Diller and the Family Foundation of a total of approximately 5.7 million shares of Company Common Stock (based on the net exercise of his 537,500 vested options assuming a Company Common Stock share price of $125.45, the closing price of Company Common Stock on April 15, 2019) for an equal number of shares of Class B Common Stock, the Original Shares would represent approximately 29% of the total voting power of all shares of Company Common Stock and Company Class B Common Stock, based on approximately 140 million shares of Company Common Stock and approximately 5.7 million shares of Company Class B Common Stock currently expected to be outstanding at the closing of the Combination.

The foregoing description of the Exchange Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the Exchange Agreement, a copy of which is attached hereto as Exhibit 10.2 and is incorporated herein by reference.

Simultaneously with the entry into the Merger Agreement, the Company and Mr. Diller entered into a Second Amended and Restated Governance Agreement (the "New Governance Agreement"), which provides, among other things, that Mr. Diller may exercise a right (the "Purchase/Exchange Right") during nine months following the closing of the Combination (and agreed by Mr. Diller to be deemed to be in recognition and in lieu of Mr. Diller’s existing rights under the Existing Governance Agreement (as defined below) and the Existing Stockholders Agreement (as defined below)), to (1) exchange with the Company (or its wholly owned subsidiary) an equivalent number of shares of Company Common Stock for, or (2) purchase from the Company (or its wholly owned subsidiary), at a price per share equal to the average closing price of Company Common Stock for the five trading days immediately preceding notice of exercise, up to a number of shares of Company Class B Common Stock equal to (1) 12,799,999 minus (2) the number of Original Shares (the shares acquired pursuant to the Purchase/Exchange Right, the "Additional Shares"). The Purchase/Exchange Right may be exercised from time to time in whole or in part. Assuming the exercise in full by Mr. Diller of the Purchase/Exchange Right, the Original Shares and Additional Shares would collectively represent approximately 49% of the total voting power of all outstanding shares of Company Common Stock and Company Class B Common Stock, assuming a total of approximately 133 million shares of Company Common Stock and 12,799,999 shares of Company Class B Common Stock outstanding immediately following the exercise of the Purchase/Exchange Right. The foregoing assumes that Mr. Diller exercises his right to acquire the Additional Shares solely by exchanging shares of Company Common Stock acquired in the open market (or otherwise, other than from the Company). If Mr. Diller acquires the Additional Shares through cash purchases directly from the Company (or its wholly owned subsidiary), the Original Shares and Additional Shares would collectively represent approximately 48% of the total voting power of all outstanding shares of Company Common Stock and Company Class B Common Stock.
Prior to the transfer of any Additional Shares, a transferee must deliver a proxy granting Mr. Diller sole voting control over such shares and deliver a joinder agreement agreeing to be bound by certain terms of the New Governance Agreement. Subject to limited exceptions, any transferred Additional Shares over which Mr. Diller does not maintain sole voting control will be automatically converted into shares of Company Common Stock.

All Additional Shares will be automatically converted into shares of Company Common Stock immediately following the earliest of (a) Mr. Diller’s death or disability; (b) such time as Mr. Diller no longer serves as Chairman or Senior Executive of the Company, other than as a result of his removal (other than for “cause” as defined in the New Governance Agreement) or failure to be nominated or elected when he is willing to serve in such position; and (c) aggregate transfers by Mr. Diller (or certain limited permitted transferees of Mr. Diller) of Original Shares exceeding 5% percent of the outstanding voting power of the Company.

The automatic conversion features described above negotiated by the Expedia Group Special Committee and agreed to by Mr. Diller under the New Governance Agreement do not exist under the Existing Governance Agreement.

Additionally, subject to limited exception, no current or future holder of Original Shares or Additional Shares may participate in, or vote in favor of, or tender shares into, any change of control transaction involving at least 50% of the outstanding shares or voting power of capital stock of the Company, unless such transaction provides for the same per share consideration and mix of consideration (or election right) and the same participation rights for shares of Company Class B Common Stock and shares of Company Common Stock. These requirements negotiated by the Expedia Group Special Committee and agreed to by Mr. Diller under the New Governance Agreement do not exist under the Existing Governance Agreement.

At the first annual meeting of the Company’s stockholders following the closing of the Combination and for which a preliminary proxy statement has not yet been filed prior to the Effective Time, the Company intends to propose, and Mr. Diller has agreed to vote in favor of, a proposal to amend its Certificate of Incorporation to reflect the aforementioned transfer restrictions, automatic conversion provisions and change-of-control restrictions reflected in the New Governance Agreement.

The foregoing description of the New Governance Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the New Governance Agreement, a copy of which is attached hereto as Exhibit 10.3 and is incorporated herein by reference.

Other Agreements

Pursuant to the irrevocable proxy granted by LEXPE to Mr. Diller under the Amended and Restated Stockholders Agreement, by and among LEXPE, certain wholly owned subsidiaries of LEXPE and Mr. Diller, as amended as of November 4, 2016 (the “Existing Stockholders Agreement”), Mr. Diller generally has the right to vote the shares of Company Common Stock and Company Class B Common Stock held by LEXPE and its subsidiaries (the “Diller Proxy”), which shares represent approximately 53% of the total voting power of all shares of Company Common Stock and Company Class B Common Stock, based on a total of 134,390,305 shares of Company Common Stock and 12,799,999 shares of Company Class B Common Stock outstanding as of January 25, 2019, as reported in the Company’s Annual Report on Form 10-K for the year ended December 31, 2018, filed on February 8, 2019. Pursuant to the Assignment Agreement, dated as of November 4, 2016, by and between LEXPE and Mr. Diller, Mr. Diller assigned the Diller Proxy to LEXPE (the “Diller Assignment”), and, pursuant to the Proxy and Voting Agreement, dated as of November 4, 2016, by and among the Malone Group and Mr. Diller, the Malone Group granted to Mr. Diller a proxy over the shares of LEXPE Common Stock owned by it (the “Malone Proxy,” and together with the Diller Assignment, the “Proxy Swap Arrangements”).

On April 15, 2019 and prior to the Company’s entry into the Merger Agreement, Mr. Diller, LEXPE, Qurate Retail and the Malone Group entered into Amendment No. 2 to Amended and Restated Transaction Agreement, which amends the Amended and Restated Transaction Agreement, dated as of September 22, 2016, as amended by the letter agreement dated as of March 6, 2018 (the “Transaction Agreement”), providing for the immediate termination of the Transaction Agreement, which automatically resulted in the termination of the Diller Assignment and the Malone Proxy.

Simultaneously with the Company’s entry into the Merger Agreement, certain additional related agreements were entered into, including:

- A Stockholders Agreement Termination Agreement, by and among Mr. Diller, LEXPE and certain wholly owned subsidiaries of LEXPE, pursuant to which the Existing Stockholders Agreement (including the Diller Proxy) will terminate at the closing of the Combination;

- A Governance Agreement Termination Agreement, by and among Mr. Diller, the Company, LEXPE and certain wholly owned subsidiaries of LEXPE, pursuant to which the Amended and Restated Governance Agreement, dated as of December 20, 2011, as amended, among the Company, LEXPE and Mr. Diller (the “Existing Governance Agreement”), will terminate at the closing of the Combination;

- An Assumption and Joinder Agreement to Tax Sharing Agreement by and among the Company, LEXPE and Qurate Retail (the “Tax Sharing Agreement Joinder Agreement”), pursuant to which the Company agrees to assume, effective at the closing of the Combination, LEXPE’s rights and obligations under the Tax Sharing Agreement, dated as of November 4, 2016, by and between Qurate Retail and LEXPE (the “Tax Sharing Agreement”);
An Assumption Agreement Concerning Transaction Agreement Obligations by and among the Company, LEXPE, Qurate Retail and the Malone Group (the “Transaction Agreement Assumption Agreement”), pursuant to which the Company agrees to assume, effective at the closing of the Combination, certain of LEXPE’s rights and obligations under the Transaction Agreement which survive the termination of the Transaction Agreement; and

An Assumption and Joinder Agreement to Reorganization Agreement by and among the Company, LEXPE and Qurate Retail (the “Reorganization Agreement Joinder Agreement”), pursuant to which the Company agrees to assume, effective at the closing of the Combination, LEXPE’s rights and obligations under the Reorganization Agreement, dated as of October 26, 2016, by and between Qurate Retail and LEXPE (the “Reorganization Agreement”).

Upon the closing of the Combination, it is expected that the Company will no longer be a controlled company under applicable NASDAQ rules. Accordingly, following permitted phase-in periods, the Company will be required, among other things, to have to have a majority of independent directors on its Board of Directors, a compensation committee consisting solely of independent directors and a director nominations process whereby directors are selected by a nominations committee consisting solely of independent directors or by a vote of the Board of Directors in which only independent directors participate. Additionally, pursuant to the New Governance Agreement, upon certain events, including Mr. Diller’s death or disability, Mr. Diller voluntarily ceasing to serve as Chairman or Senior Executive of Expedia Group, or Mr. Diller (or certain limited permitted transferees) transferring Original Shares exceeding 5% percent of the outstanding voting power of the Company, the number of outstanding shares of Company Class B Common Stock will not exceed approximately 5.7 million (based on the net exercise of Mr. Diller’s 537,500 vested options assuming a Company Common Stock price of $125.45, the closing price of Company Common Stock on April 15, 2019), or approximately 29% of the total voting power of Expedia Group based on approximately 140 million shares of Company Common Stock and approximately 5.7 million shares of Company Class B Common Stock currently expected to be outstanding at the closing of the Combination. Further, as described above, the New Governance Agreement provides that, subject to limited exception, no current or future holder of Company Class B Common Stock may participate in, or vote or tender in favor of, any change of control transaction involving at least 50% of the outstanding shares of capital stock of the Company, unless such transaction provides for the same per share consideration and mix of consideration (or election right) and the same participation rights for shares of Company Class B Common Stock and shares of Company Common Stock.

The foregoing descriptions of the Merger Agreement, Voting Agreement, Exchange Agreement, New Governance Agreement, Amendment No. 2 to Transaction Agreement, the Stockholders Agreement Termination Agreement, the Governance Agreement Termination Agreement, the Tax Sharing Agreement Joinder Agreement, the Tax Sharing Agreement, the Transaction Agreement Assumption Agreement, the Reorganization Agreement Joinder Agreement and the Reorganization Agreement do not purport to be complete and are subject to, and qualified in their entirety by, the applicable agreements, copies of which are attached hereto as Exhibits 2.1, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10 and 10.11, respectively, and are incorporated herein by reference. In connection with the Combination, Expedia Group will file a registration statement on Form S-4, which will include a document that serves as a prospectus of Expedia Group and a proxy statement of LEXPE, which will provide further information regarding the agreements described above and the governance arrangements following the closing of the Combination. See “Additional Information” below.

**Item 3.02. Unregistered Sales of Equity Securities.**

The information in Item 1.01 above is incorporated herein by reference into this Item 3.02.

Any sale of shares of Company Class B Common Stock pursuant to Mr. Diller’s exercise of his Purchase/Exchange Right under the New Governance Agreement is exempt from registration under Section 4(a)(2) of the Securities Act because such sale by the Company does not involve a “public offering,” as defined in Section 4(a)(2) of the Securities Act, and other applicable requirements were (or will be) met. Neither the Company nor anyone acting on the Company’s behalf will offer or sell these shares by any form of general solicitation or general advertising. Pursuant to the Company’s Restated Certificate of Incorporation, which was filed as Exhibit 3.2 to the Company’s Current Report on Form 8-K filed on March 27, 2018, and which is incorporated herein by reference, any shares of Company Class B Common Stock that Mr. Diller receives pursuant to the exercise of his Purchase/Exchange Right are convertible into shares of Company Common Stock at the holder’s option.
Item 5.03. Amendments to Articles of Incorporation or Bylaws.

On April 15, 2019, the Board of Directors of the Company amended and restated the Company’s By-Laws by adding a new Article XIII containing a forum selection provision (the “Amendment”). The Amendment provides that, unless the Company consents in writing to the selection of an alternative forum, the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Company, (ii) any action asserting a claim for or based on a breach of a fiduciary duty owed by any current or former director or officer or other employee of the Company to the Company or to the Company’s stockholders, (iii) any action asserting a claim against the Company or any current or former director or officer or other employee of the Company arising pursuant to any provision of the General Corporation Law of the State of Delaware or the Company’s Certificate of Incorporation or By-Laws (as either may be amended from time to time) or (iv) any action asserting a claim related to or involving the Company that is governed by the internal affairs doctrine will be a state court located within the State of Delaware (or, if no state court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware).

The By-Laws, as amended, are filed with this Current Report on form 8-K as Exhibit 3.1 and are incorporated by reference herein. The foregoing summary of the Amendment is qualified in its entirety by reference to the full text of the By-Laws, as amended by the Amendment.

Item 8.01. Other Events.

On April 16, 2019, Expedia Group and LEXPE issued a joint press release announcing that they have entered into the Merger Agreement and related transaction documents. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated into this Form 8-K by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<table>
<thead>
<tr>
<th>Exhibit No.</th>
<th>Description of Exhibit</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Agreement and Plan of Merger by and among Expedia Group, Inc., LEMS II Inc., LEMS I LLC and Liberty Expedia Holdings, Inc., dated as of April 15, 2019†</td>
</tr>
<tr>
<td>3.1</td>
<td>Amended and Restated By-Laws of Expedia Group, Inc., dated as of April 15, 2019</td>
</tr>
<tr>
<td>10.1</td>
<td>Exchange Agreement by and among Barry Diller, The Diller – von Furstenberg Family Foundation, Liberty Expedia Holdings, Inc. and Expedia Group, Inc., dated as of April 15, 2019</td>
</tr>
<tr>
<td>10.2</td>
<td>Second Amended and Restated Governance Agreement by and between Expedia Group, Inc. and Barry Diller, dated as of April 15, 2019</td>
</tr>
<tr>
<td>10.3</td>
<td>Amendment No. 2 to Amended and Restated Transaction Agreement, by and among Qurate Retail, Inc., Liberty Expedia Holdings, Inc., Barry Diller, John C. Malone and Leslie Malone, dated as of April 15, 2019</td>
</tr>
<tr>
<td>10.4</td>
<td>Stockholders Agreement Termination Agreement, by and among Barry Diller, Liberty Expedia Holdings, Inc., LEXEB, LLC and LEXE Marginco, LLC, dated as of April 15, 2019</td>
</tr>
<tr>
<td>10.5</td>
<td>Governance Agreement Termination Agreement, by and among Barry Diller, Expedia Group, Inc., Liberty Expedia Holdings, Inc., LEXEB, LLC and LEXE Marginco, LLC, dated as of April 15, 2019</td>
</tr>
<tr>
<td>10.6</td>
<td>Assumption and Joinder Agreement to Tax Sharing Agreement by and among Expedia Group, Inc., Liberty Expedia Holdings, Inc. and Qurate Retail, Inc., dated as of April 15, 2019</td>
</tr>
<tr>
<td>10.7</td>
<td>Tax Sharing Agreement, by and between Liberty Interactive Corporation and Liberty Expedia Holdings, Inc., dated as of November 4, 2016 (incorporated by reference to Exhibit 10.1 to Qurate Retail, Inc.’s Current Report on Form 8-K filed with the SEC on November 7, 2016 (File No. 001-33982))</td>
</tr>
<tr>
<td>10.9</td>
<td>Assumption and Joinder Agreement to Reorganization Agreement by and among Expedia Group, Inc., Liberty Expedia Holdings, Inc. and Qurate Retail, Inc., dated as of April 15, 2019</td>
</tr>
<tr>
<td>10.10</td>
<td>Reorganization Agreement by and between Liberty Interactive Corporation and the Registrant, dated as of October 26, 2016 (incorporated by reference to Exhibit 2.1 to Post-Effective Amendment No. 1 to Liberty Expedia Holdings, Inc.’s Registration Statement on Form S-4 filed with the SEC on November 4, 2016 (File No. 333-210377))</td>
</tr>
<tr>
<td>99.1</td>
<td>Joint Press Release, dated April 16, 2019</td>
</tr>
</tbody>
</table>

† Schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company hereby undertakes to furnish supplemental copies of any of the omitted schedules upon request by the U.S. Securities and Exchange Commission; provided, however, that the Company may request confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended, for any schedules so furnished.
Caution Regarding Forward-Looking Statements

This communication includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These forward-looking statements generally can be identified by phrases such as "plan," "target," "goal," "believes," "intends," "expects," "anticipates," "foresees," "forecasts," "estimates" or other words or phrases of similar import or future or conditional verbs such as will, may, might, should, would, could, or similar variations. Similarly, statements herein that describe the Combination, including its financial and operational impact, and other statements of the parties' or management's plans, expectations, objectives, projections, beliefs, intentions, goals, and statements about the benefits of the Combination, the expected timing of completion of the Combination, and other statements that are not historical facts are also forward-looking statements. It is uncertain whether any of the events anticipated by the forward-looking statements will transpire or occur, or if any of them do, what impact they will have on the results of operations and financial condition of the combined companies or the price of Expedia Group or LEXPE stock. These forward-looking statements involve certain risks and uncertainties, many of which are beyond the parties' control, that could cause actual results to differ materially from those indicated in such forward-looking statements, including, but not limited to, the unpredictability of the commercial success of the Company's or LEXPE's respective businesses or operations; risks related to the Company's or LEXPE's acquisition and integration of acquired businesses; the effects of dispositions of businesses or assets; technological changes and other trends affecting the travel industry; potential adverse reactions or changes to business or employee relationships, including those resulting from the announcement or completion of the transactions; competitive responses to the transactions; the ability of the parties to consummate the Combination on a timely basis or at all and the satisfaction of the conditions precedent to consummation of the Combination, including, but not limited to, approval by LEXPE's stockholders; the possibility that the transactions may be more expensive to complete than anticipated, including as a result of unexpected factors or events; the ability of LEXPE and Mr. Diller to consummate the initial exchange transaction; the ability of Expedia Group to implement its plans, forecasts and other expectations with respect to LEXPE's business after the completion of the Combination and realize expected benefits; business disruption following the transaction; the Combination may not be completed on the timeframe expected or at all; diversion of management's attention from ongoing business operations and opportunities; litigation relating to the transactions and the other risks and important factors contained and identified in Expedia Group's and LEXPE's filings with the SEC, such as their respective Quarterly Reports on Form 10-Q and Annual Reports on Form 10-K, any of which could cause actual results to differ materially from the forward-looking statements, the registration statement on Form S-4 to be filed by Expedia Group and the proxy statement of LEXPE with respect to the vote of its stockholders to approve the transactions (to be included as part of the Expedia Group registration statement on Form S-4). As a result of these and other risks, the Combination may not be completed on the timeframe expected or at all.

All forward-looking statements speak only as of the date they are made and are based on information available at that time. Neither LEXPE nor the Company assumes any obligation to update forward-looking statements to reflect circumstances or events that occur after the date the forward-looking statements were made or to reflect the occurrence of unanticipated events except as required by federal securities laws. As forward-looking statements involve significant risks and uncertainties, caution should be exercised against placing undue reliance on such statements.

Additional Information

In connection with the Combination, Expedia Group will file a registration statement on Form S-4, which will include a document that serves as a prospectus of Expedia Group and a proxy statement of LEXPE (the "proxy statement/prospectus"), and each party will file other documents regarding the Combination with the SEC. The proposed Combination involving LEXPE and the Company will be submitted to LEXPE's stockholders for their consideration. This communication does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval. INVESTORS AND SECURITY HOLDERS OF THE COMPANY AND LEXPE ARE URGED TO READ THE REGISTRATION STATEMENT AND THE PROXY STATEMENT/PROSPECTUS REGARDING THE COMBINATION AND OTHER RELEVANT DOCUMENTS FILED WITH THE SEC, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THOSE DOCUMENTS, WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION. A definitive proxy statement/prospectus will be sent to LEXPE stockholders. Investors and security holders will be able to obtain the registration statement and the proxy statement/prospectus free of charge from the SEC's website or from Expedia Group or LEXPE. The documents filed by Expedia Group with the SEC may be obtained free of charge at Expedia Group's website at www.exediagroup.com or at the SEC's website at www.sec.gov. These documents may also be obtained free of charge from Expedia Group by contacting Expedia Group’s Investor Relations department at (425) 679-3759. The documents filed by LEXPE with the SEC may be obtained free of charge at LEXPE’s website at www.libertyexpedia.com or at the SEC’s website at www.sec.gov. These documents may also be obtained free of charge from LEXPE by requesting them by mail at Liberty Expedia Holdings, Inc., 12300 Liberty Boulevard, Englewood, Colorado 80112, Attention: Investor Relations, Telephone (844) 795-9468.
Participants in the Solicitation

Expedia Group and LEXPE and their respective directors and executive officers and other members of management and employees may be deemed to be participants in the solicitation of proxies in respect of the Combination. Information about Expedia Group’s directors and executive officers is available in Expedia Group’s proxy statement dated April 30, 2018, for its 2018 annual meeting of stockholders, and its Current Reports on Form 8-K filed with the SEC on June 22, 2018 and March 21, 2019. Information about LEXPE’s directors and executive officers is available in LEXPE’s proxy statement dated April 27, 2018, for its 2018 annual meeting of stockholders. Other information regarding the participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the proxy statement/prospectus and other relevant materials to be filed with the SEC regarding the Combination when they become available. Investors should read the proxy statement/prospectus carefully when it becomes available before making any voting or investment decisions. You may obtain free copies of these documents from Expedia Group or LEXPE as indicated above.

No Offer or Solicitation

This communication shall not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the U.S. Securities Act of 1933, as amended.
Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

EXPEDIA GROUP, INC.

By: /s/ Robert J. Dzielak
    Robert J. Dzielak
    Chief Legal Officer and Secretary

Dated: April 16, 2019
AGREEMENT AND PLAN OF MERGER

by and among

EXPEDIA GROUP, INC.,

LEMS II INC.,

LEMS I LLC

and

LIBERTY EXPEDIA HOLDINGS, INC.

Dated as of April 15, 2019
TABLE OF CONTENTS

ARTICLE I DEFINITIONS AND CONSTRUCTION

Section 1.1 Certain Definitions
Section 1.2 Terms Generally

ARTICLE II THE COMBINATION

Section 2.1 The Combination
Section 2.2 Organizational Documents
Section 2.3 Effective Time; Upstream Effective Time
Section 2.4 Closing
Section 2.5 Directors and Officers of the Surviving Corporation
Section 2.6 Effect on Common Stock
Section 2.7 Exchange of Certificates and Book Entry Shares
Section 2.8 Company Equity Awards
Section 2.9 Further Assurances

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Section 3.1 Organization; Standing and Power
Section 3.2 Capitalization
Section 3.3 Subsidiaries
Section 3.4 Authorization
Section 3.5 Consents and Approvals; No Violations
Section 3.6 SEC Reports and Financial Statements
Section 3.7 No Undisclosed Liabilities
Section 3.8 Absence of Certain Changes
Section 3.9 Litigation
Section 3.10 Compliance with Applicable Laws
Section 3.11 Product Matters
Section 3.12 Real Property
Section 3.13 Intellectual Property
Section 3.14 Privacy and Data Security
Section 3.15 Environmental Matters
Section 3.16 Insurance
Section 3.17 Tax
Section 3.18 Tax Matters
Section 3.19 Employees and Employee Benefits
Section 3.20 Material Contracts
Section 3.21 Anti-takeover Statutes
Section 3.22 Ownership in Parent
Section 3.23 Brokers and Other Advisors
Section 3.24 Opinion of Financial Advisor
Section 3.25 Disclosure Documents
Section 3.26 Investigation by the Company; Limitation on Warranties

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PARENT, MERGER SUB AND MERGER LLC

Section 4.1 Organization; Standing and Power
Section 4.2 Capitalization
Section 4.3 Authorization
Section 4.4 Consents and Approvals; No Violations
Section 4.5 SEC Reports and Financial Statements
Section 4.6 No Undisclosed Liabilities
Section 4.7 Litigation
Section 4.8 Compliance with Applicable Laws
Section 4.9 Tax Matters
Section 4.10 Brokers and Other Advisors
Section 4.11 Disclosure Documents
Section 4.12 Investigation by Parent; Limitation on Warranties
Section 4.13 Ownership of Company Common Stock
Section 4.14 Operations of Merger Sub and Merger LLC
## ARTICLE V COVENANTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 5.1</td>
<td>Conduct of the Company’s Business Pending the Effective Time</td>
<td>42</td>
</tr>
<tr>
<td>Section 5.2</td>
<td>Conduct of Parent’s Business Pending the Effective Time</td>
<td>44</td>
</tr>
<tr>
<td>Section 5.3</td>
<td>No Solicitation by the Company; Alternative Company Transaction</td>
<td>45</td>
</tr>
<tr>
<td>Section 5.4</td>
<td>Registration Statement and Prospectus</td>
<td>48</td>
</tr>
<tr>
<td>Section 5.5</td>
<td>Information and Access</td>
<td>49</td>
</tr>
<tr>
<td>Section 5.6</td>
<td>Reasonable Best Efforts</td>
<td>50</td>
</tr>
<tr>
<td>Section 5.7</td>
<td>Section 16 Matters</td>
<td>50</td>
</tr>
<tr>
<td>Section 5.8</td>
<td>Tax Matters</td>
<td>50</td>
</tr>
<tr>
<td>Section 5.9</td>
<td>Public Announcements</td>
<td>51</td>
</tr>
<tr>
<td>Section 5.10</td>
<td>Expenses</td>
<td>51</td>
</tr>
<tr>
<td>Section 5.11</td>
<td>Indemnification and Insurance</td>
<td>52</td>
</tr>
<tr>
<td>Section 5.12</td>
<td>Notification of Certain Matters</td>
<td>53</td>
</tr>
<tr>
<td>Section 5.13</td>
<td>Defense of Litigation</td>
<td>53</td>
</tr>
<tr>
<td>Section 5.14</td>
<td>State Takeover Laws</td>
<td>53</td>
</tr>
<tr>
<td>Section 5.15</td>
<td>Stock Exchange Delisting</td>
<td>53</td>
</tr>
<tr>
<td>Section 5.16</td>
<td>Listing</td>
<td>54</td>
</tr>
<tr>
<td>Section 5.17</td>
<td>Reservation of Parent Common Stock</td>
<td>54</td>
</tr>
<tr>
<td>Section 5.18</td>
<td>Obligations of Merger Sub and Merger LLC</td>
<td>54</td>
</tr>
<tr>
<td>Section 5.19</td>
<td>Parent Board of Directors</td>
<td>54</td>
</tr>
<tr>
<td>Section 5.20</td>
<td>Waiver of Conflicts Regarding Representation</td>
<td>55</td>
</tr>
<tr>
<td>Section 5.21</td>
<td>Vitalize Employee Benefits</td>
<td>56</td>
</tr>
<tr>
<td>Section 5.22</td>
<td>Financing Matters</td>
<td>57</td>
</tr>
<tr>
<td>Section 5.23</td>
<td>Errors and Omissions Insurance</td>
<td>58</td>
</tr>
<tr>
<td>Section 5.24</td>
<td>New Governance Agreement</td>
<td>58</td>
</tr>
</tbody>
</table>

## ARTICLE VI CONDITIONS PRECEDENT

| Section 6.1   | Conditions Precedent to the Obligations of Each Party                 | 59   |
| Section 6.2   | Conditions Precedent to the Obligations of Parent, Merger Sub and Merger LLC | 60   |
| Section 6.3   | Conditions Precedent to the Obligations of the Company                 | 61   |

## ARTICLE VII TERMINATION

| Section 7.1   | Termination                                                           | 62   |
| Section 7.2   | Effect of Termination                                                 | 63   |
| Section 7.3   | Payments                                                              | 63   |

## ARTICLE VIII MISCELLANEOUS

| Section 8.1   | Effectiveness of Representations, Warranties and Agreements           | 65   |
| Section 8.2   | Notices                                                               | 65   |
| Section 8.3   | Entire Agreement; No Third-Party Beneficiaries                        | 66   |
| Section 8.4   | Assignment                                                            | 66   |
| Section 8.5   | Amendment and Supplements                                            | 66   |
| Section 8.6   | Headings                                                              | 66   |
| Section 8.7   | Waiver                                                                | 66   |
| Section 8.8   | Counterparts                                                          | 67   |
| Section 8.9   | Applicable Law                                                        | 67   |
| Section 8.10  | Jurisdiction                                                          | 67   |
| Section 8.11  | Waiver of Jury Trial                                                  | 67   |
| Section 8.12  | Joint Participation in Drafting this Agreement                        | 67   |
| Section 8.13  | Enforcement of this Agreement                                         | 67   |
| Section 8.14  | Limited Liability                                                     | 68   |
| Section 8.15  | Severability                                                          | 68   |
| Section 8.16  | Incorporation of Exhibits                                             | 68   |
| Section 8.17  | No Joint Venture                                                      | 68   |

Exhibit A – Voting Agreement

Exhibit B – Form of Certificate of Merger

Exhibit C – Form of Company Reorganization Tax Opinion Representation Letter

Exhibit D – Form of Parent Reorganization Tax Opinion Representation Letter

Exhibit E – Form of Upstream Merger Certificate

Exhibit F – Form of Surviving Corporation Certificate of Incorporation

Exhibit G – Form of Surviving Corporation Bylaws

Exhibit H – Form of Surviving Company Certificate of Formation
This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of April 15, 2019, by and among Expedia Group, Inc., a Delaware corporation ("Parent"); LEMS I LLC, a single member Delaware limited liability company and Wholly Owned Subsidiary of Parent ("Merger LLC"); LEMS II Inc., a Delaware corporation and a Wholly Owned Subsidiary of Merger LLC ("Merger Sub"); and Liberty Expedia Holdings, Inc., a Delaware corporation (the "Company").

RECITALS

WHEREAS, the Parties intend that Merger Sub shall merge with and into the Company (the "Merger"), on the terms and subject to the conditions of this Agreement and in accordance with Section 251 of the General Corporation Law of the State of Delaware ("DGCL"), with the Company surviving the Merger as the Surviving Corporation;

WHEREAS, the Merger shall be immediately followed by a merger of the Surviving Corporation with and into Merger LLC (the "Upstream Merger", and together with the Merger, the "Combination"), in accordance with Section 267 of the DGCL and Section 18-209(i) of the Delaware Limited Liability Company Act (the "LLC Act"), with Merger LLC surviving the Upstream Merger as the Surviving Company;

WHEREAS, the Merger shall be mutually interdependent with and a condition precedent to the Upstream Merger and the Upstream Merger shall be effected immediately following the Effective Time in accordance with the DGCL and the LLC Act;

WHEREAS, simultaneously with the execution and delivery of this Agreement, (i) the Company, Parent, The Diller Foundation d/b/a The Diller – von Furstenberg Family Foundation (the "DVF Family Foundation") and Barry Diller, an individual ("Diller"), are entering into an Exchange Agreement (the "Diller Exchange Agreement"), pursuant to which, among other things, immediately prior to the Closing, Diller and, if the DVF Family Foundation so elects, the DVF Family Foundation, will exchange with the Company and/or LEXEB, LLC, a Delaware limited liability company and a Wholly Owned Subsidiary of the Company ("LEXEB LLC"), shares of Parent Common Stock for shares of Parent Class B Common Stock and (ii) Parent and Diller are entering into the New Governance Agreement, setting forth certain agreements between Diller and Parent, effective following the Effective Time;

WHEREAS, each of the BD Exchange and, subject to the satisfaction or waiver of the conditions set forth in Article VI of this Agreement, the effectiveness of the New Governance Agreement shall be mutually interdependent with and a condition precedent to the Merger and the Upstream Merger;

WHEREAS, the Company, Qurate Retail, Inc., a Delaware corporation (f/k/a Liberty Interactive Corporation) ("Qurate"), John C. Malone, an individual ("Malone"), Leslie Malone, an individual ("Mrs. Malone", and together with Malone, the "Malone Group") and Diller, previously entered into an Amended and Restated Transaction Agreement, dated as of September 22, 2016, as amended by the letter agreement dated March 6, 2018 (the "Pre-Amendment Transaction Agreement"), which Pre-Amendment Transaction Agreement was further amended (as so amended, the "Transaction Agreement") by the Transaction Agreement Amendment, entered into on the date hereof prior to the execution of this Agreement, among the parties to the Pre-Amendment Transaction Agreement;

WHEREAS, Parent, Qurate and Diller have entered into the Amended and Restated Governance Agreement, dated as of December 20, 2011 (the "Governance Agreement"), as assigned to the Company pursuant to the Assignment and Assumption of Governance Agreement, and the Governance Agreement as so assigned pursuant to the Governance Agreement Assignment, the "Assigned Governance Agreement"), by and among Parent, Qurate, LEXE Marginco, LEXEB LLC, Diller and the Company;
WHEREAS, Qurate and Diller have entered into the Amended and Restated Stockholders Agreement, dated as of December 20, 2011 (the “Stockholders Agreement”), as assigned to the Company pursuant to the Assignment and Assumption of Stockholders Agreement, dated as of November 4, 2016 (the “Stockholders Agreement Assignment”), by and among the Company, LEXE Marginco, LEXEB LLC, Qurate and Diller, and as amended by Amendment No. 1 to Stockholders Agreement, dated as of November 4, 2016 (the “Stockholders Agreement Amendment”, and the Stockholders Agreement as so assigned pursuant to the Stockholders Agreement Assignment and as so amended by the Stockholders Agreement Amendment, the “Assigned and Amended Stockholders Agreement”), by and between the Company and Diller (each on behalf of itself or himself, as applicable, and the members of their respective Stockholder Group (as defined in the Stockholders Agreement as assigned pursuant to the Stockholders Agreement Assignment));

WHEREAS, simultaneously with the execution and delivery of this Agreement, (i) the Company, LEXE Marginco, LEXEB LLC and Diller are entering into an agreement, which provides for, effective upon the Closing, the termination of the Assigned and Amended Stockholders Agreement (the “Stockholders Agreement Termination Agreement”), (ii) Parent, the Company, LEXE Marginco, LEXEB LLC and Diller are entering into an agreement, which provides for, effective upon the Closing, the termination of the Assigned Governance Agreement (the “Governance Agreement Termination Agreement”) and (iii) Diller and Qurate are entering into an agreement, which provides for, effective upon the Closing, the termination of the Letter Agreement;

WHEREAS, simultaneously with the execution and delivery of this Agreement, and as a condition to the willingness of Parent to enter into this Agreement, the Malone Group is entering into a Voting Agreement with Parent, a copy of which is attached as Exhibit A hereto (the “Voting Agreement”);

WHEREAS, pursuant to Section 3.3 of the Stockholders Agreement, Qurate granted to Diller the Liberty Proxy (as defined in the Stockholders Agreement and as assigned to the Company pursuant to the Stockholders Agreement Assignment), which was subsequently assigned by Diller to the Company pursuant to the terms of the Assignment Agreement, dated as of November 4, 2016, by and between Diller and the Company (such assignment, the “Diller Assignment”);

WHEREAS, Diller and the Malone Group previously were parties to the Proxy and Voting Agreement, dated as of November 4, 2016 (the “Malone Proxy”);

WHEREAS, pursuant to Amendment No. 2 to Transaction Agreement, dated April 15, 2019, by and among the parties to the Pre-Amendment Transaction Agreement (the “Transaction Agreement Amendment”), each of the Diller Assignment and the Malone Proxy was terminated in accordance with (x) the terms set forth in such documents and (y) the terms of the Transaction Agreement, and is of no further force and effect;

WHEREAS, as of the date hereof, the Company beneficially owns 11,076,672 shares of Parent Common Stock and 12,799,999 shares of Parent Class B Common Stock, representing all of the outstanding shares of Parent Class B Common Stock;

WHEREAS, the Board of Directors of Parent (the “Parent Board”) has established a special committee thereof consisting only of independent and disinterested directors (the “Special Committee”) to, among other things, consider and negotiate the Transaction Documents, the New Governance Agreement, and the Voting Agreement, and the transactions contemplated hereby and thereby;

WHEREAS, the Special Committee has unanimously (i) determined that the Transaction Documents, the New Governance Agreement, and the Voting Agreement, and the transactions contemplated hereby and thereby, are advisable and fair to, and in the best interests of, Parent and the Parent Stockholders (other than Diller, the Company, and each of their respective Affiliates) and (ii) resolved to recommend that the Parent Board approve and declare advisable the Transaction Documents, the New Governance Agreement, and the Voting Agreement, and the transactions contemplated hereby and thereby (including for purposes of Section 203 of the DGCL as described below);

WHEREAS, the Parent Board, upon the unanimous recommendation of the Special Committee, has (i) determined that the Transaction Documents, the New Governance Agreement, and the Voting Agreement, and the transactions contemplated hereby and thereby are advisable and fair to, and in the best interests of, Parent and the Parent Stockholders (other than Diller, the Company, and each of their respective Affiliates), (ii) approved and declared advisable the Transaction Documents, the New Governance Agreement, and the Voting Agreement, and the transactions contemplated hereby and thereby, and (iii) approved the Transaction Documents and the New Governance Agreement, as applicable, for purposes of Section 203 of the DGCL;
WHEREAS, the Board of Directors of the Company (the “Company Board”) has established a Transaction Committee (the “Transaction Committee”) consisting solely of the Common Stock Directors (as defined in the Restated Certificate of Incorporation of the Company, dated as of November 4, 2016, as in effect on the date hereof (the “Company Charter”)) of the Company Board to, among other thing, consider and negotiate the Transaction Documents and the transactions contemplated hereby and thereby;

WHEREAS, the Transaction Committee has unanimously (i) determined that the Transaction Documents and the transactions contemplated hereby and thereby (including the transactions contemplated by the Voting Agreement and the New Governance Agreement) are advisable and fair to, and in the best interests of, the Company and the Company Stockholders, (ii) approved and declared advisable the Transaction Documents and the transactions contemplated hereby and thereby (including the transactions contemplated by the Voting Agreement and the New Governance Agreement), (iii) resolved to recommend that the Company Board approve and declare advisable the Transaction Documents and the transactions contemplated hereby and thereby (including the transactions contemplated by the Voting Agreement and the New Governance Agreement) and submit this Agreement to the Company Stockholders for adoption and (iv) approved the Transaction Documents and the Voting Agreement, and the transactions contemplated hereby and thereby (including the transactions contemplated by the New Governance Agreement), for purposes of Section 203 of the DGCL;

WHEREAS, the Company Board, based on the unanimous recommendation of the Transaction Committee, has unanimously (i) determined that the Transaction Documents and the transactions contemplated hereby and thereby (including the transactions contemplated by the Voting Agreement and the New Governance Agreement) are advisable and fair to, and in the best interests of, the Company and the Company Stockholders, (ii) approved and declared advisable the Transaction Documents and the transactions contemplated hereby and thereby (including the transactions contemplated by the Voting Agreement and the New Governance Agreement), (iii) directed that this Agreement be submitted to the Company Stockholders for adoption, (iv) resolved to recommend that the Company Stockholders approve the adoption of this Agreement and (v) approved the Transaction Documents and the Voting Agreement, and the transactions contemplated hereby and thereby (including the transactions contemplated by the New Governance Agreement), for purposes of Section 203 of the DGCL;

WHEREAS, the Board of Directors of Merger Sub (the “Merger Sub Board”) has unanimously (i) determined that this Agreement and the transactions contemplated hereby are advisable and fair to, and in the best interests of, Merger Sub and its sole stockholder, (ii) approved and declared advisable this Agreement and the transactions contemplated hereby, (iii) resolved to recommend that the sole stockholder of Merger Sub approve the adoption of this Agreement and (iv) directed that this Agreement be submitted to the sole stockholder of Merger Sub for adoption;

WHEREAS, the sole member of Merger LLC has (i) determined that this Agreement and the transactions contemplated hereby are advisable and fair to, and in the best interests of, Merger LLC and its sole member, (ii) approved and declared advisable this Agreement and the transactions contemplated hereby and (iii) taken or will take all action as is necessary or advisable to cause Merger LLC to authorize the Upstream Merger in accordance with Merger LLC’s governing documents and Section 267 of the DGCL and Section 18-209(i) of the LLC Act; and

WHEREAS, the Merger and the Upstream Merger are being undertaken pursuant to a single integrated plan, and for U.S. federal income tax purposes, it is intended that (a) the Combination shall qualify as a “reorganization” within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the “Code”), and (b) this Agreement shall constitute a “plan of reorganization” within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the Treasury Regulations.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:
ARTICLE I
DEFINITIONS AND CONSTRUCTION

Section 1.1 Certain Definitions. As used in this Agreement, the following terms will have the following meanings unless the context otherwise requires:

“2016 Opinion” means the opinion of Skadden filed by the Company with the SEC on November 4, 2016 as Exhibit 8.1 to Post-Effective Amendment No. 1 to Form S-1 on Form S-4 (Registration No. 333-210377).

“Action” means any claim, audit, action, suit, proceeding, arbitration, mediation or investigation by or before any Governmental Authority or otherwise.

“Affiliate” means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such specified Person, for so long as such Person remains so affiliated to the specified Person. For purposes of this definition, (a) natural persons shall not be deemed to be Affiliates of each other; (b) no member of the Malone Group shall be deemed to be an Affiliate of the Company, Parent or Diller or their respective Affiliates; (c) none of Qurate, the Company, Parent or Diller shall be deemed to be Affiliates of each other or their respective Affiliates (provided that, following the completion of the Merger, the Surviving Corporation (and, following the completion of the Upstream Merger, the Surviving Company) and Parent will be Affiliates), (d) none of the Company Specified Persons shall be deemed to be an Affiliate of the Company and (e) none of IAC/InterActiveCorp or trivago N.V. shall be deemed to be an Affiliate of Parent or Diller. For purposes of this Agreement, unless otherwise specified, prior to the Effective Time, neither Parent nor any of its Subsidiaries will be deemed to be Affiliates of the Company or any of the Company’s Subsidiaries, whether or not they otherwise would be Affiliates of the Company or any of the Company’s Subsidiaries under the foregoing definition and vice versa.

“Agreement” has the meaning specified in the preamble.

“Alternative Company Transaction” means any of the following transactions: (a) any merger, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution, tender offer or other similar transaction involving the Company which would result in any Person (or the stockholders or equityholders of any such Person) owning twenty-five percent (25%) or more of the aggregate outstanding equity securities of the Company (or the surviving or resulting entity) or securities representing twenty-five (25%) or more of voting power of the Company (or the surviving or resulting entity), (b) any direct or indirect sale, lease, exchange, transfer or other disposition to, or acquisition or purchase by, any Person, in a single transaction or a series of related transactions, of assets or properties of the Company and its Subsidiaries that constitute twenty-five percent (25%) or more of the fair market value of the assets and properties of the Company and its Subsidiaries, taken as a whole, (c) any direct or indirect acquisition or purchase, in a single transaction, or series of related transactions, by any Person of twenty-five percent (25%) or more of the aggregate outstanding equity securities or securities representing twenty-five (25%) or more of voting power of the Company or (d) any other transaction having a similar effect to those described in any of clauses (a), (b) or (c), in each case, other than the transactions contemplated hereby; provided, that, for the avoidance of doubt, all references to “Person” in this definition shall include any Group of Persons.

“Alternative Company Transaction Proposal” means any offer, inquiry, proposal or indication of interest, written or oral (whether binding or non-binding and other than an offer, inquiry, proposal or indication of interest by Parent or an Affiliate of Parent), for an Alternative Company Transaction.

“Amended Company Notice Period” has the meaning specified in Section 5.3(e)(ii).

“Annual Adjustment” has the meaning specified in Section 5.1(h).

“Assigned and Amended Stockholders Agreement” has the meaning specified in the recitals.

“Assigned Governance Agreement” has the meaning specified in the recitals.

“Baker Botts” means Baker Botts L.L.P.

“BD Exchange” has the meaning specified in the Diller Exchange Agreement.
“beneficial owner”, “beneficial ownership”, “beneficially owns” and “owns beneficially” have the meaning given such terms in Rule 13d-3 under the Exchange Act and a Person’s beneficial ownership of capital stock or other equity security which is then entitled to vote generally in the election of directors shall be calculated in accordance with the provisions of such Rule; provided, however, that, for purposes of determining beneficial ownership, (a) a Person shall be deemed to be the beneficial owner of any Equity which may be acquired by such Person (disregarding any legal impediments to such beneficial ownership), whether within sixty (60) days or thereafter, upon the conversion, exchange or exercise of any warrants, options, rights or other securities issued by a Person, (b) no Person shall be deemed to beneficially own any Equity solely as a result of such Person’s execution of any Collective Agreement (including by virtue of holding a proxy with respect to, or right to acquire, any shares) or such Person’s filing of any reports, forms or schedules with the SEC in connection with any of the matters contemplated hereby or thereby, (c) no member of the Malone Group will be deemed to beneficially own any Equity held by The Tracy M. Amonette Trust A (also known as The Tracy L. Neal Trust A) or The Evan D. Malone Trust A, unless and until a member of the Malone Group exercises its right of substitution and acquires such Equity from The Tracy M. Amonette Trust A (also known as The Tracy L. Neal Trust A) or The Evan D. Malone Trust A, respectively, (d) no member of the Diller Stockholder Group (as defined in the Assigned and Amended Stockholders Agreement) will be deemed to beneficially own any Parent Common Shares owned by the Liberty Stockholder Group (as defined in the Assigned and Amended Stockholders Agreement) as a result of any right to purchase or otherwise acquire or to vote the Parent Common Shares owned by the Liberty Stockholder Group pursuant to the Assigned and Amended Stockholders Agreement and (e) no member of the Liberty Stockholder Group will be deemed to beneficially own any Parent Common Shares owned by the Diller Stockholder Group as a result of any right to purchase or otherwise acquire or to vote the Parent Common Shares owned by the Diller Stockholder Group pursuant to the Assigned and Amended Stockholders Agreement.

“Book Entry Shares” has the meaning specified in Section 2.6(a)(i).

“Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City of New York.

“Certificate” has the meaning specified in Section 2.6(a)(i).

“Certificate of Merger” means a certificate of merger with respect to the Merger, containing the provisions required by, and executed in accordance with, Section 251(c) of the DGCL, a form of which is attached hereto as Exhibit B.

“Closing” has the meaning specified in Section 2.4.

“Closing Date” has the meaning specified in Section 2.4.


“Code” has the meaning specified in the recitals.

“Collective Agreements” means the Governance Instruments and the Transaction Documents.

“Combination” has the meaning specified in the recitals.

“Common Stock Directors” has the meaning specified in the recitals.

“Company” has the meaning specified in the preamble.

“Company Adverse Recommendation Change” has the meaning specified in Section 5.3(d).

“Company Board” has the meaning specified in the recitals.

“Company Bylaws” means the Bylaws of the Company, as in effect on the date hereof.

“Company Capital Stock” means the Company Common Stock and the Company Preferred Stock.

“Company Charter” has the meaning specified in the recitals.
“Company Closing Split-Off Tax Opinion Representation Letter” means a representation letter substantially in the form of the Company Signing Split-Off Tax Opinion Representation Letter, with such changes, updates or refinements, agreed to by the Company and Company Split-Off Tax Counsel (and, with respect to material changes, updates or refinements, with the consent of Parent (such consent not to be unreasonably withheld, conditioned or delayed)), as may be necessary to reflect any changes in, or clarifications of, facts prior to the Closing, to be executed by the Company, dated and effective as of the Closing Date, delivered to Company Split-Off Tax Counsel as a condition to, and in connection with, the issuance of the Split-Off Closing Tax Opinion.

“Company Common Stock” means the Company Series A Common Stock, the Company Series B Common Stock and the Company Series C Common Stock.

“Company Director” means any Liberty Director (as defined in the Assigned Governance Agreement).

“Company Disclosure Letter” means the disclosure letter delivered by the Company to Parent concurrently with the execution of this Agreement.

“Company Employee” means an employee of the Company or any of its Subsidiaries.

“Company Equity Awards” means the Company Stock Options, the Company RSU Awards and the Company Restricted Stock.

“Company ERISA Affiliate” has the meaning specified in the definition of the term “Company Plan”.

“Company Financial Statements” has the meaning specified in Section 3.6(b).

“Company Intellectual Property” means the Intellectual Property that is necessary for the conduct of the business of the Company and its Subsidiaries.

“Company Intervening Event” means any fact, event, change, development or circumstance not known or reasonably foreseeable (or the consequences of which (or the magnitude of which) were not known or reasonably foreseeable) by the Company Board as of the date hereof, which fact, event, change, development or circumstance (or consequences of which (or the magnitude of which)) becomes known to the Company Board prior to the Company Stockholder Approval and that affects, or would reasonably be likely to affect, in a material manner the business, assets, properties, liabilities, results of operations or condition (financial or otherwise) of the Company and its Subsidiaries, taken as a whole; provided, that, in no event shall (i) the receipt, existence or terms of any Alternative Company Transaction Proposal or (ii) any fact, event, change, development or circumstance to the extent relating to Parent or any of its Subsidiaries or Diller constitute a Company Intervening Event.

“Company Material Contract” has the meaning specified in Section 3.20(a).

“Company Notice Period” has the meaning specified in Section 5.3(e)(ii).

“Company Owned Parent Shares” has the meaning specified in Section 3.22.

“Company Plan” means each bonus, deferred compensation, incentive compensation, stock purchase, stock option, severance or termination pay, hospitalization, medical, life or other insurance, supplemental unemployment benefits, profit-sharing, pension or retirement plan, program, agreement or arrangement and each other employee benefit plan, program, agreement or arrangement, sponsored, maintained or contributed to or required to be contributed to by the Company or by any trade or business, whether or not incorporated (“Company ERISA Affiliate”), that together with the Company would be deemed a “controlled group” within the meaning of Section 4001(a)(14) of ERISA, for the benefit of any employee, director or former employee or director of the Company or any of its Subsidiaries.
“Company Preferred Stock” means the preferred stock, par value $0.01 per share, of the Company.

“Company Recourse Related Party” has the meaning specified in Section 7.3(c).

“Company Reorganization Tax Counsel” has the meaning specified in Section 6.3(d).

“Company Reorganization Tax Opinion” means (a) the tax opinion, dated as of the Closing Date, referred to in Section 6.3(d) and (b) if required in connection with the filing of the Registration Statement, the opinion as to the material U.S. federal income tax consequences of the Combination, to be delivered by Company Reorganization Tax Counsel for purposes of the Registration Statement including the Proxy Statement.

“Company Reorganization Tax Opinion Representation Letter” means the representation letter substantially in the form of Exhibit C, with such changes, updates or refinements, agreed to by Parent, the Company, Parent Tax Counsel and Company Reorganization Tax Counsel, as may be necessary to reflect any changes in, or clarifications of, facts prior to the Closing, to be executed by the Company and dated and effective as of the Closing Date (and if applicable, as of the date of any Reorganization Tax Opinions to be delivered in connection with the Registration Statement), delivered to each of the tax counsel providing the Reorganization Tax Opinions as a condition to, and in connection with, the issuance of the Reorganization Tax Opinions.

“Company Restricted Stock” means a restricted share of Company Common Stock.

“Company RSU Award” means an award of restricted stock units corresponding to shares of Company Common Stock.

“Company SEC Documents” has the meaning specified in Section 3.6(a).

“Company Series A Common Stock” means the Series A common stock, par value $0.01 per share, of the Company.

“Company Series B Common Stock” means the Series B common stock, par value $0.01 per share, of the Company.

“Company Series C Common Stock” means the Series C common stock, par value $0.01 per share, of the Company.

“Company Signing Split-Off Tax Opinion Representation Letter” means the representation letter executed by the Company prior to the execution of this Agreement, dated and effective as of the date hereof, and delivered to Company Split-Off Tax Counsel as a condition to, and in connection with, the issuance of the Split-Off Signing Tax Opinion.

“Company Specified Persons” means the Persons listed on Section 1.1(a) of the Company Disclosure Letter.

“Company Split-Off Tax Counsel” has the meaning specified in Section 6.1(g).


“Company Stock Option” means a stock option to purchase shares of Company Common Stock.


“Company Stockholder” means a holder of Company Common Stock.

“Company Stockholder Approval” has the meaning specified in Section 3.4(a).

“Company Stockholders Meeting” has the meaning specified in Section 5.4(a).


“Company Termination Fee” has the meaning specified in Section 7.3(g).

“Competition Law” means any Law that is designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or lessening of competition through merger or acquisition or restraint of trade.
“Confidentiality Agreement” has the meaning specified in Section 5.5(d).

“Continuing Vitalize Employee” has the meaning specified in Section 5.21(a).

“Contract” means any legally binding written or oral binding contract, agreement, instrument, commitment or undertaking (including leases, licenses, mortgages, notes, guarantees, sublicenses, subcontracts and purchase orders).

“Contribution” has the meaning specified in the Reorganization Agreement.

“control” (including the terms “controlled,” “controlled by” and “under common control with”) means the possession, directly or indirectly or as trustee or executor, of the power to direct or cause the direction of the management policies of a Person, whether through the ownership of securities or partnership or other ownership interests, as trustee or executor, by contract or credit arrangement or otherwise.

“Convertible Securities” means, with respect to any Person, (a) any securities that are convertible into or exercisable or exchangeable for any shares of any class or series of equity securities of such Person, whether upon conversion, exercise, or exchange, pursuant to antidilution provisions of such securities or otherwise (other than, for purposes of this Agreement, the Parent Class B Common Stock or the Company Series B Common Stock), and (b) any subscriptions, options, rights, warrants or calls (or any similar securities) or agreements or arrangements of any character, in each case to acquire equity securities of such Person; provided that, the definition of “Convertible Securities” will not include the securities or agreements or arrangements set forth on Section 1.1 of the Parent Disclosure Letter.

“Covered Person” means the Persons listed on Section 1.1(a) of the Company Disclosure Letter.

“D&O Insurance” has the meaning specified in Section 5.11(b).

“D&O Tail” has the meaning specified in Section 5.11(b).


“Delaware Courts” has the meaning specified in Section 8.10.

“DGCL” has the meaning specified in the recitals.

“Diller” has the meaning specified in the recitals.

“Diller Assignment” has the meaning specified in the recitals.

“Diller Closing Representation Letter” means the representation letter substantially in the form of the Diller Signing Representation Letter with such changes, updates or refinements, agreed to by Diller and Company Split-Off Tax Counsel (and, with respect to material changes, updates or refinements, with the consent of the Company and Parent (such consent not to be unreasonably withheld, conditioned or delayed)), as may be necessary to reflect any changes in, or clarifications of, facts prior to the Closing to be executed by Diller, dated and effective as of the Closing Date, delivered to Company Split-Off Tax Counsel as a condition to, and in connection with, the issuance of the Split-Off Closing Tax Opinion.

“Diller Exchange Agreement” has the meaning specified in the recitals.

“Diller Signing Representation Letter” means the representation letter executed by Diller prior to the execution of this Agreement, dated and effective as of the date hereof, and delivered to Company Split-Off Tax Counsel as a condition to, and in connection with, the issuance of the Split-Off Signing Tax Opinion.

“Distribution” has the meaning specified in the Tax Sharing Agreement.

“Drop Dead Date” has the meaning specified in Section 7.1(b)(i).

“DVF Family Foundation” has the meaning specified in the recitals.

“Effective Time” has the meaning specified in Section 2.3(a).
“Encumbrance” means any mortgage, deed of trust, lien (statutory or otherwise), pledge, hypothecation, charge, title retention device, restriction, covenant, title defect, assignment, adverse claim, restriction, encumbrance, option, right of first refusal or first offer, preemptive right or security interest of any kind or nature (including any restriction on the voting of any security, any restriction on the transfer of any security or other asset, any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset, but other than restrictions under applicable securities Laws).

“Environmental Law” means any applicable Law relating to the protection of the environment (including ambient air, surface water, groundwater or land) or pollution, including any Law relating to the production, use, storage, treatment, transportation, recycling, disposal, discharge, release or other handling of any Hazardous Substances, or the investigation, clean-up or remediation thereof.

“Equity” means any and all shares of capital stock of the applicable Person and Convertible Securities of such Person.

“ERISA” means the Employee Retirement Income Security Act of 1974, and all regulations promulgated thereunder.

“Errors and Omissions Insurance” has the meaning specified in Section 5.23.


“Exchange Agent” has the meaning specified in Section 2.7(a).

“Exchange Fund” has the meaning specified in Section 2.7(a).

“Exchange Ratio” means 0.360.

“Exchangeable Debentures” means one or more 1.0% Exchangeable Senior Debentures due 2047, issued by the Company pursuant to the Exchangeable Debentures Indenture.

“Exchangeable Debentures Indenture” means that certain Indenture, dated as of June 13, 2017, between the Company and U.S. Bank National Association, as in effect on the date hereof.

“Extended Date” has the meaning specified in Section 5.11(a).

“FDA” has the meaning specified in Section 3.11(a).

“Food Authorities” has the meaning specified in Section 3.11(a).

“FTC” has the meaning specified in Section 3.11(a).

“GAAP” means United States generally accepted accounting principles.

“GCIL” means GCI Liberty, Inc., a Delaware corporation.

“Governance Agreement” has the meaning specified in the recitals.

“Governance Agreement Assignment” has the meaning specified in the recitals.

“Governance Agreement Termination Agreement” has the meaning specified in the recitals.

“Governance Instruments” means the Transaction Agreement, the Company Charter, the Company Bylaws, the Transaction Agreement Amendment, the Diller Assignment, the Malone Proxy, the Governance Agreement, the Governance Agreement Assignment, the Stockholders Agreement, the Stockholders Agreement Assignment, the Stockholders Agreement Amendment and the Letter Agreement.
“Government Shutdown” means the shutdown of any and all United States federal government services provided by any of the SEC, the United States Federal Trade Commission and/or the United States Department of Justice.

“Governmental Authority” means any supranational, national, federal, state, county, local or municipal government, or other political subdivision thereof, or any court, tribunal or arbitral body and any entity exercising executive, legislative, judicial, regulatory, taxing, administrative, prosecutorial or arbitral functions of or pertaining to government, domestic or foreign; provided, that, such term shall not include any stock exchange or listing company.

“Governmental Permit” means any consent, license, permit, grant, or other authorization of a Governmental Authority that is required for the operation of such entity’s business or the holding of any of its material assets or properties.

“Group” has the meaning ascribed to such term in Section 13(d)(3) of the Exchange Act.

“Hazardous Substance” means any substance, material or waste that is regulated by a Governmental Authority pursuant to any Environmental Law as “hazardous,” “pollutant,” “contaminant,” “toxic,” “radioactive” or similar item, including petroleum and petroleum products, polychlorinated biphenyls and friable asbestos.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the rules and regulations promulgated thereunder.

“Indebtedness” means, with respect to any Person, without duplication (whether or not the recourse of the lender is to the whole of the assets of such Person or only to a portion thereof), (a) all liabilities or other obligations (including all obligations in respect of principal, accrued interests, penalties, fees and premiums) of such Person (i) for borrowed money, (ii) evidenced by notes, bonds, debentures or other similar instruments (whether or not negotiable), (iii) in respect of letters of credit, bankers’ acceptances, bank guarantees, surety bonds or similar instruments (whether or not negotiable) issued for the account of such Person, regardless of whether drawn upon, (iv) created or arising under conditional sale or other title retention agreement with respect to property acquired or issued or assumed as the deferred purchase price of property or services (excluding trade accounts payable in the ordinary course of business consistent with past practice), (v) in respect of any securitization transaction, (vi) consisting of net obligations of any interest rate, currency or commodity hedging arrangements or (vii) relating to a lease obligation required to be capitalized under GAAP or attributable to sale/leaseback transactions of such Person; and (b) every obligation of others of the kind described in the preceding clause (a) that such Person has guaranteed, that is secured by an Encumbrance on any asset of such Person or that is otherwise such Person’s legal obligation. Notwithstanding the foregoing, in no event shall the following constitute Indebtedness: (w) trade accounts payable, deferred revenues, liabilities associated with customer prepayments, in each case, incurred in the ordinary course of business, (x) operating leases, (y) customary obligations under employment agreements and deferred compensation and (z) prepaid or deferred revenue and deferred tax liabilities.

“Indemnified Parties” has the meaning specified in Section 5.11(a).

“Independent Committee” means the Special Committee and any successor committee of the Parent Board consisting only of independent and disinterested (including by virtue of being independent of each of Diller, the Company and each of their respective Affiliates (ignoring for this purpose the second sentence of the definition thereof)) members of the Parent Board.

“Intelleltual Property” means any and all of the following in any jurisdiction throughout the world, and all corresponding rights: (a) inventions (whether or not patentable or reduced to practice), all improvements thereto and all patents and industrial designs, patent and industrial design applications and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, divisionals, extensions and reexaminations in connection therewith; (b) trademarks, service marks, designs, trade dress, logos, slogans, trade names, business names, corporate names, Internet domain names, social media handle registrations and all other indicia of origin, all applications, registrations and renewals in connection therewith and all goodwill associated with any of the foregoing; (c) works of authorship (whether or not copyrightable), copyrights, mask works, computer programs, database rights and moral rights, and all applications, registrations, and renewals in connection therewith; (d) trade secrets; (e) rights of privacy and publicity, including rights to the use of names, likenesses, images, voices, signatures and biographical information of real persons; and (f) rights in software.

“IT Assets” means computers, computer software, firmware, middleware, servers, workstations, routers, hubs, switches, data communications lines and other information technology equipment or systems to the extent used in the business of the Company and its Subsidiaries.
“Joinder Agreements” mean the Transaction Agreement Joinder, the Reorganization Agreement Joinder and the Tax Sharing Agreement Joinder.

“Law” means all foreign, federal, state, provincial, local or municipal laws, statutes, ordinances, regulations and rules of any Governmental Authority, and all Orders.

“Letter Agreement” means that certain letter agreement, dated as of November 4, 2016, from Diller to Qurate, delivered in connection with the Split-Off pursuant to the last sentence of Section 5.1 of the Stockholders Agreement.

“LEXE Marginco” has the meaning specified in the recitals.

“LEXEB LLC” has the meaning specified in the recitals.

“Liabilities” means debts, liabilities, commitments and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, known or unknown, asserted or unasserted, including those arising under any Law, Action or Order and those arising under any Contract.


“LLC Act” has the meaning specified in the recitals.

“LMC” means Liberty Media Corporation, a Delaware corporation.

“LMC Letter Agreement” means that certain Letter Agreement, dated as of the date hereof, by and among Parent, the Company, LMC, Liberty Citation, Inc., Liberty Denver Arena LLC and Liberty Property Holdings, Inc.

“Malone” has the meaning specified in the recitals.

“Malone Closing Representation Letter” means the representation letter substantially in the form of the Malone Signing Representation Letter with such changes, updates or refinements, agreed to by Malone and Company Split-Off Tax Counsel (and, with respect to material changes, updates or refinements, with the consent of the Company and Parent (such consent not to be unreasonably withheld, conditioned or delayed)), as may be necessary to reflect any changes in, or clarifications of, facts prior to the Closing to be executed by Malone, dated and effective as of the Closing Date, delivered to Company Split-Off Tax Counsel as a condition to, and in connection with, the issuance of the Split-Off Closing Tax Opinion.

“Malone Group” has the meaning specified in the recitals.

“Malone Proxy” has the meaning specified in the recitals.

“Malone Signing Representation Letter” means the representation letter executed by Malone prior to the execution of this Agreement, dated and effective as of the date hereof, and delivered to Company Split-Off Tax Counsel as a condition to, and in connection with, the issuance of the Split-Off Signing Tax Opinion.

“Merger” has the meaning specified in the recitals.

“Merger Consideration” has the meaning specified in Section 2.6(a)(ii)(A).

“Merger LLC” has the meaning specified in the preamble.

“Merger Sub” has the meaning specified in the preamble.

“Merger Sub Board” has the meaning specified in the recitals.

“Moelis” means Moelis & Company LLC.

“Mrs. Malone” has the meaning specified in the recitals.

“NASDAQ” means The Nasdaq Stock Market LLC.
“Net Share” means, with respect to a Company Stock Option, the quotient obtained by dividing (a) the product of (i) the excess, if any, of the Per Share Cash Equivalent Consideration over the per share exercise price of such Company Stock Option, multiplied by (ii) the number of shares of Company Common Stock subject to such Company Stock Option immediately prior to the Effective Time, by (b) the Per Share Cash Equivalent Consideration.

“Necessary Information” has the meaning specified in Section 5.20(c).

“New Governance Agreement” has the meaning specified in the Diller Exchange Agreement, dated as of the date hereof and without any amendment or other modification thereto, except as permitted by this Agreement.

“Order” means any judgment, order, writ, award, preliminary or permanent injunction or decree of any Governmental Authority.

“Other Interests” has the meaning specified in Section 3.3(c).

“Parent” has the meaning specified in the preamble.

“Parent Board” has the meaning specified in the recitals.

“Parent Bylaws” means the Bylaws of Parent, as in effect on the date hereof.

“Parent Charter” means the Restated Certificate of Incorporation of Parent, effective as of March 26, 2018, as in effect on the date hereof.

“Parent Class B Common Stock” means the Class B common stock, par value $0.0001 per share, of Parent.

“Parent Closing Split-Off Tax Opinion Representation Letter” means a representation letter substantially in the form of the Parent Signing Split-Off Tax Opinion Representation Letter with such changes, updates or refinements, agreed to by Parent and Company Split-Off Tax Counsel (and, with respect to material changes, updates or refinements, with the consent of the Company (such consent not to be unreasonably withheld, conditioned or delayed)), as may be necessary to reflect any changes in, or clarifications of, facts prior to the Closing to be executed by Parent, dated and effective as of the Closing Date, delivered to Company Split-Off Tax Counsel as a condition to, and in connection with, the issuance of the Split-Off Closing Tax Opinion.

“Parent Disclosure Letter” means the disclosure letter delivered by Parent to the Company concurrently with the execution of this Agreement.

“Parent Equity Awards” means the Parent Stock Options, the Parent RSUs, the Parent SARs and the Share Units.

“Parent Financial Statements” has the meaning specified in Section 4.5(b).

“Parent Offer” has the meaning specified in Section 5.3(e)(ii).

“Parent Plan” means each material bonus, deferred compensation, incentive compensation, stock purchase, stock option, severance or termination pay, hospitalization, medical, life or other insurance, supplemental unemployment benefits, profit-sharing, pension or retirement plan, program, agreement or arrangement, and each other employee benefit plan, program, agreement or arrangement, sponsored, maintained or contributed to or required to be contributed to by Parent or by any trade or business, whether or not incorporated, that together with Parent would be deemed a “controlled group” within the meaning of Section 4001(a)(14) of ERISA, for the benefit of any employee, director or former employee or director of Parent or any of its Subsidiaries.

“Parent Preferred Stock” means the preferred stock, par value $0.001 per share, of Parent.

“Parent Reorganization Tax Opinion” means (a) the tax opinion, dated as of the Closing Date, referred to in Section 6.2(d) and (b) if required in connection with the filing of the Registration Statement, the opinion as to the material U.S. federal income tax consequences of the Combination, to be delivered by Parent Tax Counsel for purposes of the Registration Statement including the Proxy Statement.
“Parent Reorganization Tax Opinion Representation Letter” means the representation letter substantially in the form of Exhibit D, with such changes, updates or refinements, agreed to by Parent, the Company, Parent Tax Counsel and Company Reorganization Tax Counsel, as may be necessary to reflect any changes in, or clarifications of, facts prior to the Closing, to be executed by Parent, and dated and effective as of the Closing Date (and if applicable, as of the date of any Reorganization Tax Opinions to be delivered in connection with the Registration Statement), delivered to each of the tax counsel providing the Reorganization Tax Opinions as a condition to, and in connection with, the issuance of the Reorganization Tax Opinions.

“Parent Restricted Stock” means restricted shares of Parent Common Stock.

“Parent RSUs” means restricted stock units with respect to shares of Parent Common Stock.

“Parent SARs” means stock appreciation rights corresponding to shares of Parent Common Stock.

“Parent SEC Documents” has the meaning specified in Section 4.5(a).

“Parent Signing Split-Off Tax Opinion Representation Letter” means the representation letter executed by Parent prior to the execution of this Agreement, dated and effective as of the date hereof, and delivered to Company Split-Off Tax Counsel as a condition to, and in connection with, the issuance of the Split-Off Signing Tax Opinion.


“Parent Stock Option” means a stock option to purchase shares of Parent Common Stock.

“Parent Stockholder” means a holder of Parent Common Shares.

“Parent Tax Counsel” has the meaning specified in Section 6.2(d).


“Parent Trading Price” means the volume weighted average closing sale price of one share of Parent Common Stock as reported on Nasdaq for the ten (10) consecutive trading days ending on the trading day immediately preceding the Effective Time (as adjusted as appropriate to reflect any stock splits, stock dividends, combinations, reorganizations, reclassifications or similar events).

“Party” means any of the Company, Parent, Merger Sub and Merger LLC.

“Per Share Cash Equivalent Consideration” means the product obtained by multiplying (a) the Exchange Ratio by (b) the Parent Trading Price.

“Permitted Encumbrances” means: (a) statutory Encumbrances for current Taxes or other payments that are not yet due and payable, (b) Encumbrances for Taxes being contested in good faith and by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP in the Company SEC Documents or the Parent SEC Documents, as applicable, filed prior to the date hereof, (c) Encumbrances in favor of vendors, mechanics, carriers, workmen, warehousemen, repairmen, materialmen or similar Encumbrances arising under applicable Law in the ordinary course of business, which would not materially impair the use, operation or value of the asset subject thereto, (d) valid non-exclusive licenses to Intellectual Property in the ordinary course of business consistent with past practice, (e) deposits or pledges made in connection with, or to secure payment of, workers’ compensation, unemployment insurance or similar programs mandated by applicable Law, (f) with respect to any licensed or leased asset or property, the rights of any lessor, lessee, licensor or licensee under the applicable lease or license in effect as of the date of this Agreement, (g) liens securing Indebtedness of the Company described on Section 3.20(a)(ii) of the Company Disclosure Letter (and identified thereon as being secured by such liens) so long as the terms of such Indebtedness, as in effect on the date hereof, require the incurrence of such liens to secure such Indebtedness, (h) defects, imperfections or irregularities in title, easements, covenants, restrictions and rights of way and other similar Encumbrances, or other liens of record, zoning, building and other similar codes and restrictions, with respect to real property, in each case, that do not adversely affect in any material respect the current use of the applicable property owned, leased, used or held for use, (i) with respect to any securities, any transfer restrictions of general applicability as may be provided under the Securities Act or other applicable securities Law or restrictions under organizational documents of the issuer of such securities and (j) Encumbrances set forth in any Collective Agreement.
“Permitted Parent Access Circumstance” has the meaning specified in Section 5.20(c).

“Person” means any individual, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivisions thereof or any Group comprised of two (2) or more of the foregoing.

“Personal Data” means any and all information that, alone or in combination with other information, allows the identification of a living individual, “Personal Data” as that term is defined in Article 4 of the GDPR and any national implementing laws, in each case following the implementation date, and all rules and regulations issued under any of the foregoing, and “Personally Identifiable Information” under any privacy or data security Law in any jurisdiction applicable to the processing of that Personal Data (including, IP address, name, address, telephone number, email address, social security number, bank account number, driver’s license number, credit card number, credit history and criminal history).

“PJT” means PJT Partners LP.

“Post-Closing Representation” has the meaning specified in Section 5.20(a).

“Potter Anderson” means Potter Anderson & Corroon LLP.

“Pre-Amendment Transaction Agreement” has the meaning specified in the recitals.

“Privileged Information” shall mean any and all Protected Information regardless of whether shared with, by, or among any Represented Person or their respective Affiliates (or any of their respective Representatives), that was created prior to the Closing and would ordinarily be protected by the attorney-client privilege or similar protections (including attorney work-product protections), as to which the Company, prior to the Closing, had any rights whatsoever, either by itself or in conjunction with another Person.

“Products” has the meaning specified in Section 3.11(a).

“Protected Information” shall mean any and all (i) documents, information, or other materials (including analyses, memoranda, spreadsheets and drafts of any of the foregoing) whether written (in physical form or electronic media) or oral (including any written notes derived therefrom) created prior to Closing by or for the benefit of any Represented Persons and/or any of their respective Affiliates or Representatives, and (ii) communications prior to Closing, whether written (in physical form or electronic media) or oral (including any written notes derived therefrom) that occur between or among any of the following: any Represented Persons, any of their respective Affiliates or any of their respective Representatives (including, for the avoidance of doubt, strictly internal communications), in the case of each of clause (i) or (ii), to the extent actually (or reasonably deemed to be) in the possession or control of the Company on or prior to the Closing and relating to:

(x) the businesses or affairs of the Company and its Affiliates (other than Vitalize and its Subsidiaries) to the extent such information described in clause (i) or (ii) of the introductory paragraph to this definition also primarily relates to (1) any of the Persons set forth in clauses (4) or (5) of the definition of Represented Persons (other than to the extent such Persons are acting in their capacities as employees, officers, directors or stockholders of the Company) or the respective employees, officers, directors or stockholders of the Persons set forth in clause (5) of the definition of Represented Persons to the extent acting in their capacities as such or (2) Parent, Diller or any of their respective Affiliates,

(y) the transactions contemplated by (together with any actions taken in anticipation of, or in consideration of any alternatives to, the transactions contemplated by any of the Collective Agreements or the Split-Off, or

(z) any analyses or presentations prepared or conducted by Moelis with respect to, in connection with or in anticipation of transactions described in immediately preceding clause (y) (including the relevant portions of any related materials shared with the Transaction Committee or, after the Series B Director Termination Time (as defined in the Company Charter), the Company Board) (other than the opinion described in Section 3.24, any disclosure relating thereto included in the Registration Statement, and any financial analyses underlying such opinion);
provided, however, that, notwithstanding the foregoing and for the avoidance of doubt, the following shall not be deemed to be Protected Information: (A) financial statements, schedules and other financial information to the extent relating to the Company and/or its Subsidiaries, including auditors’ work papers and correspondence with, or from auditors, (B) any of the information described in clause (i) or (jj) to the introductory paragraph of this definition to the extent relating to or arising out of the Company’s SEC or NASDAQ compliance, reporting or similar obligations, including its financial reporting and accounting requirements, as a public company (other than to the extent relating to the matters described in clause (y) of this definition), (C) documentation executed or delivered by or to the Company in connection with the issuance of the Exchangeable Debentures Indenture, together with any analyses regarding the structure or terms, or interpreting the provisions, thereof, (D) corporate record books of the Company and/or any of its Subsidiaries, including Vitalize and its Subsidiaries, including minutes from meetings of or actions taken by the Company Board (other than meetings of or actions taken by the Transaction Committee or, after the Series B Director Termination Time, the Company Board, in each case to the extent such meetings or actions relate to any of the matters described in clause (x), (y) or (g) above) or any Board of Directors or similar governing body of any of the Company’s Subsidiaries, including Vitalize and its Subsidiaries, and minutes from meetings of or formal actions taken by the stockholders of the Company or any of the Company’s Subsidiaries, including Vitalize and its Subsidiaries (including, for the avoidance of doubt, the Specified Matters (as defined in the Company Disclosure Letter)), (E) any of the foregoing to the extent relating to the business and affairs of Vitalize and its Subsidiaries, and (F) the Tax Opinion (as defined in the Tax Sharing Agreement), the Tax Materials (as defined in the Tax Sharing Agreement), the Split-Off Signing Tax Opinion, the Split-Off Closing Tax Opinion, the Signing Split-Off Tax Opinion Representation Letters and the Closing Split-Off Tax Opinion Representation Letters.

“Proxy Statement” has the meaning specified in Section 5.4(g).

“Qualified Statement” has the meaning specified in Section 3.19(b).

“Qurate” has the meaning specified in the recitals.

“Qurate Closing Representation Letter” means the representation letter substantially in the form of the Qurate Signing Representation Letter with such changes, updates or refinements, agreed to by Qurate and Company Split-Off Tax Counsel (and, with respect to material changes, updates or refinements, with the consent of the Company and Parent (such consent not to be unreasonably withheld, conditioned or delayed), as may be necessary to reflect any changes in, or clarifications of, facts prior to the Closing to be executed by Qurate, dated and effective as of the Closing Date, delivered to Company Split-Off Tax Counsel as a condition to, and in connection with, the issuance of the Split-Off Closing Tax Opinion.

“Qurate Side Letter” means the agreement, dated as of the date hereof, from Parent to Qurate and the Company.

“Qurate Signing Representation Letter” means the representation letter executed by Qurate prior to the execution of this Agreement, dated and effective as of the date hereof, and delivered to Company Split-Off Tax Counsel as a condition to, and in connection with, the issuance of the Split-Off Signing Tax Opinion.

“Registration Statement” has the meaning specified in Section 5.4(g).

“Reorganization Agreement” means that certain Reorganization Agreement dated as of October 26, 2016, by and between Qurate and the Company.

“Reorganization Agreement Joinder” means the Assumption and Joinder Agreement to Reorganization Agreement, dated as of the date hereof, by and among Parent, the Company and Qurate.


“Reorganization Tax Opinions” means the Parent Reorganization Tax Opinion and the Company Reorganization Tax Opinion.

“Representatives” means, with respect to any Person, its financial advisors, legal counsel, financing sources, accountants, insurers or other advisors, agents or representatives, including its officers and directors.

“Represented Persons” has the meaning specified in Section 5.20(a).

“Restructuring” has the meaning specified in the Reorganization Agreement.


“SARs” has the meaning specified in the Vitalize 2011 SAR Plan (as Amended and Restated Effective November 17, 2016).

“SEC” means the Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, and the rules and regulations promulgated thereunder.
“Senior Management” means, (a) with respect to Parent, the Chief Executive Officer, the Chief Financial Officer and the Chief Legal Officer, and (b) with respect to the Company, the Chief Executive Officer, the Chief Legal Officer, the Chief Financial Officer, the Chief Corporate Development Officer, the President of Vitalize, the Chief Financial Officer of Vitalize, the Chief Legal Officer of Vitalize and the Chief Digital and Customer Officer of Vitalize.

“Series A Consideration” has the meaning specified in Section 2.6(a)(i)(1).

“Series A Liberty Ventures Common Stock” means the Series A Liberty Ventures common stock, par value $0.01 per share, of Qurate, which was formerly issued and outstanding.

“Series B Consideration” has the meaning specified in Section 2.6(a)(i)(2).

“Series B Liberty Ventures Common Stock” means the Series B Liberty Ventures common stock, par value $0.01 per share, of Qurate, which was formerly issued and outstanding.

“Services Agreement” means that certain Services Agreement, dated as of November 4, 2016, by and between LMC and the Company.

“Share Units” has the meaning specified in the Amended and Restated Expedia, Inc. Non-Employee Director Deferred Compensation Plan, effective as of January 1, 2009.

“Sherman” means Sherman & Howard L.L.C.


“Skadden” means Skadden, Arps, Slate, Meagher & Flom LLP.

“Special Committee” has the meaning specified in the recitals.

“Split-Off” means the split-off of the Company by Qurate on the Split-Off Date pursuant to which Qurate redeemed a portion of each share of Series A Liberty Ventures Common Stock and Series B Liberty Ventures Common Stock in exchange for a portion of a share of the corresponding series of Company Common Stock.

“Split-Off Closing Tax Opinion” means the tax opinion, dated as of the Closing Date, referred to in Section 6.1(g).

“Split-Off Date” means November 4, 2016.

“Split-Off Signing Tax Opinion” means the tax opinion, dated as of the date hereof, referred to in Section 3.18(j).

“Split-Off Tax Treatment” means (a) the qualification of the Restructuring in whole for nonrecognition of income, gain and loss for U.S. federal income tax purposes to Qurate, the Company and each of their respective Subsidiaries immediately prior to the Distribution, (b) the qualification of the Contribution and Distribution as a tax-free transaction described under Sections 368(a)(1)(D), 355 and 361 of the Code (except with respect to the receipt of cash in lieu of fractional shares) and (c) the qualification of the Contribution and Distribution in whole for nonrecognition of income, gain and loss for U.S. federal (and state and local) income (or franchise) tax purposes to Qurate, the Company, each of their respective Subsidiaries at the effective time of the Distribution and the holders of Liberty Ventures Common Stock that received stock of the Company in the Distribution (except with respect to the receipt of cash in lieu of fractional shares).

“Split-Off Tax Treatment Agreement” means any agreement or arrangement (written or oral, provided it is valid, binding and enforceable under applicable Law) that governs the sharing, allocation, reimbursement, indemnification of Taxes with respect to, or the conduct, settlement or defense of any Tax Contest (as defined in the Tax Sharing Agreement) in respect of, the Split-Off Tax Treatment, other than the Tax Sharing Agreement, the Tax Sharing Agreement Joinder and any agreement or arrangement with a Tax Authority (as defined in the Tax Sharing Agreement).

“Stockholders Agreement” has the meaning specified in the recitals.

“Stockholders Agreement Amendment” has the meaning specified in the recitals.

“Stockholders Agreement Assignment” has the meaning specified in the recitals.

“Stockholders Agreement Termination Agreement” has the meaning specified in the recitals.
“Subsidiary” means, with respect to any Person, any corporation, general or limited partnership, limited liability company, joint venture or other entity (a) that is consolidated with such Person for purposes of financial reporting under GAAP or (b) in which such Person (i) owns, directly or indirectly, more than fifty percent (50%) of the voting power represented by the outstanding voting securities or more than fifty percent (50%) of the equity securities, profits interest or capital interest, (ii) is entitled to elect at least one-half of the board of directors or similar governing body or (iii) in the case of a limited partnership or limited liability company, is a general partner or managing member and has the power to direct the policies, management and affairs of such entity, respectively; provided, that, for purposes of this Agreement, unless otherwise specified, (A) subject to Section 1.2(b), prior to the Effective Time, neither Parent nor any of its Subsidiaries will be deemed to be a Subsidiary of the Company or a Subsidiary of any of the Company’s Subsidiaries, whether or not they otherwise would be a Subsidiary of the Company or any of the Company’s Subsidiaries under the foregoing definition and (B) trivago N.V. shall not be deemed a Subsidiary of Parent or a Subsidiary of any of Parent’s Subsidiaries, whether or not it otherwise would be a Subsidiary of Parent or any of Parent’s Subsidiaries under the foregoing definition.

“Superior Company Proposal” means a bona fide written Alternative Company Transaction Proposal which the Company Board determines in good faith (after consultation with its outside legal counsel and financial advisor), taking into account all legal, financial, tax, regulatory, timing and other aspects of the proposal and the identity of the Person making the proposal, (a) is reasonably likely to be consummated on the terms proposed, (b) to the extent financing is required, such financing is then fully committed or reasonably capable of being obtained, (c) is more favorable from a financial point of view to the Company and the Company Stockholders than the terms of the Merger and the other transactions contemplated hereby and (d) is otherwise on terms that the Company Board has determined to be superior to the transactions contemplated hereby; provided, however, that, for purposes of this definition of “Superior Company Proposal,” the term “Alternative Company Transaction Proposal” shall have the meaning assigned to such term in this Agreement, except that each reference to twenty-five percent (25%) in the definition of “Alternative Company Transaction” when used in the definition of “Alternative Company Transaction Proposal” shall be replaced with a reference to eighty percent (80%).

“Surviving Company” has the meaning specified in in Section 2.1(b).

“Surviving Corporation” has the meaning specified in Section 2.1(a).

“Tax” or “Taxes” means (a) any and all federal, state, local and foreign taxes and other assessments, governmental charges, duties, fees, levies and Liabilities in the nature of a tax, including taxes based upon or measured by gross receipts, income, profits, sales, use, occupation, value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes and (b) all interest, penalties and additions imposed with respect to such amounts in clause (a).

“Tax Opinions” means (a) the Split-Off Closing Tax Opinion and (b) the Reorganization Tax Opinions.

“Tax Return” means a report, return, certificate, form or similar statement or document, including any amendment thereof or any attachment thereto, supplied to or filed with or required to be supplied to or filed with a Governmental Authority in connection with the determination, assessment or collection of any Tax, including an information return, claim for refund, amended return or declaration of estimated Tax.

“Tax Sharing Agreement” means that certain Tax Sharing Agreement, dated as of November 4, 2016, by and between Qurate and the Company.

“Tax Sharing Agreement Joinder” means the Assumption and Joinder Agreement to Tax Sharing Agreement, dated as of the date hereof, by and among Parent, the Company and Qurate.

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

“Transaction Agreement” has the meaning specified in the recitals.

“Transaction Agreement Amendment” has the meaning specified in the recitals.

“Transaction Agreement Joinder” means the Assumption Agreement Concerning Transaction Agreement Obligations, dated as of the date hereof, by and among Parent, the Company, Diller, Malone, Mrs. Malone and Qurate.

“Transaction Committee” has the meaning specified in the recitals.

“Transaction Documents” means this Agreement, the Diller Exchange Agreement, the Joinder Agreements, the Qurate Side Letter, the LMC Letter Agreement, the Stockholders Agreement Termination Agreement and the Governance Agreement Termination Agreement.
“Transaction Taxes” has the meaning specified in the Tax Sharing Agreement.

“Transaction Tax-Related Losses” has the meaning specified in the Tax Sharing Agreement.

“Treasury Regulations” means the regulations promulgated under the Code in effect on the date hereof and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

“Upstream Effective Time” has the meaning specified in Section 2.2(b).

“Upstream Merger” has the meaning specified in the recitals.

“Upstream Merger Certificate” means the certificate of ownership and merger with respect to the Upstream Merger containing the provisions required by, and executed in accordance with, Section 267 of the DGCL and Section 18-209(i) of the LLC Act (and as authorized by Merger LLC in accordance with Merger LLC’s governing documents and Section 267 of the DGCL and Section 18-209(i) of the LLC Act), the form of which is attached hereto as Exhibit E.

“Vitalize” means Vitalize, LLC.

“Vitalize Budget” means the annual operating budget of Vitalize for the year ending December 31, 2019, described in Section 1.1(b) of the Company Disclosure Letter.

“Voting Agreement” has the meaning specified in the recitals.

“Voting Company Debt” has the meaning specified in Section 3.2(c).

“Vote Date” has the meaning specified in Section 7.1(b)(ii).

“Voting Parent Debt” has the meaning specified in Section 4.2(c).

“Wachtell” means Wachtell, Lipton, Rosen & Katz.

“Wholly Owned Subsidiary” means, as to any Person, a Subsidiary of such Person, 100% of the Equity and voting interest in which is beneficially owned or owned of record, directly and/or indirectly, by such Person.

Section 1.2 Terms Generally.

(a) The definitions in Section 1.1 will apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” will be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall.” The words “herein”, “hereof” and “hereunder” and words of similar import refer to this Agreement (including the Exhibits and Schedules) in its entirety and not to any part hereof unless the context otherwise requires. As used herein, the term “to the knowledge of the Company” or “the Company is aware” or any similar term relating to the Company’s knowledge or awareness means the actual knowledge, after due inquiry, of any of the Senior Management of the Company, and the term “to the knowledge of Parent” or “Parent is aware” any similar term relating to Parent’s knowledge or awareness means the actual knowledge, after due inquiry, of any of the Senior Management of Parent. All references herein to Articles, Sections, Exhibits and Schedules will be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context otherwise requires. Unless the context otherwise requires, any references to any statute or regulation are to such statute or regulation as amended and supplemented from time to time (and, in the case of a statute or regulation, to any successor provisions). Any reference in this Agreement to a “day” or “number of days” (without the explicit qualification of “business”) will be interpreted as a reference to a calendar day or number of calendar days, as the case may be. If any action or notice is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action or notice will be deferred until, or may be taken or given on, the next Business Day. As used herein, and unless the context otherwise requires, the phrase “made available” and words of similar import mean that the relevant documents, instruments or materials were (A) (x) with respect to information to be made available to Parent, posted and made available to Parent on the Company due diligence data site or otherwise delivered to or made available to Wachtell, and (y) with respect to information to be made available to the Company, posted or made available to the Company on the Parent due diligence data site or delivered to or made available to Baker Botts, as applicable, in each case, prior to the date hereof (other than as to those materials which are required to be delivered on the date hereof) or (B) filed or furnished to the SEC (and publicly available) at least one Business Day prior to the date hereof.

(b) References to “the Company” in the phrase “the Company and its Subsidiaries, taken as a whole”, including for purposes of Article III, will be deemed to include the Company’s equity interest in Parent through the Company’s ownership of Parent Common Shares and the related value to the Company thereof.

(c) For purposes of this Agreement, any event or condition that, individually or in the aggregate, has had, or would reasonably be expected to have, a material adverse effect on Parent and its Subsidiaries, taken as a whole, will not be considered or taken into account in connection with any determination with respect to the occurrence of a material adverse effect applicable to the Company and its Subsidiaries, taken as a whole.

(d) For the avoidance of doubt, the phrase “Parent and its Subsidiaries” will be deemed to include Merger Sub and Merger LLC prior to the Effective Time, the Surviving Corporation following the Effective Time and the Surviving Company following the Upstream Effective Time.
ARTICLE II
THE COMBINATION

Section 2.1  The Combination.

(a) Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the DGCL, at the Effective Time, Merger Sub shall be merged with and into the Company and the separate corporate existence of Merger Sub shall thereupon cease. The Company shall continue as the surviving corporation in the Merger (sometimes hereinafter referred to as the “Surviving Corporation”), and the separate corporate existence of the Company with all its properties, rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Certificate of Merger and the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all of the property, rights, privileges, immunities, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, Liabilities and duties of the Company and Merger Sub shall become the debts, Liabilities and duties of the Surviving Corporation.

(b) Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the DGCL, the LLC Act and the authorization of the Upstream Merger by Merger LLC in accordance with Merger LLC’s governing documents and Section 267 of the DGCL and Section 18-209(i) of the LLC Act and the Upstream Merger Certificate, at the Upstream Effective Time, the Surviving Corporation shall be merged with and into Merger LLC and the separate corporate existence of the Surviving Corporation shall thereupon cease. Merger LLC shall continue as the surviving company in the Upstream Merger (sometimes hereinafter referred to as the “Surviving Company”), and the separate existence of Merger LLC with all its properties, rights, privileges, immunities, powers and franchises shall continue unaffected by the Upstream Merger. At the Upstream Effective Time, the effect of the Upstream Merger shall be as provided in the authorization of the Upstream Merger by Merger LLC in accordance with Merger LLC’s governing documents and Section 267 of the DGCL and Section 18-209(i) of the LLC Act, the Upstream Merger Certificate and the applicable provisions of the DGCL and the LLC Act. Without limiting the generality of the foregoing, and subject thereto, at the Upstream Effective Time, all of the property, rights, privileges, immunities, powers and franchises of the Surviving Corporation and Merger LLC shall vest in the Surviving Company, and all debts, Liabilities and duties of the Surviving Corporation and Merger LLC shall become the debts, Liabilities and duties of the Surviving Company.

Section 2.2  Organizational Documents.

(a) At the Effective Time, the Company Charter as in effect immediately prior to the Effective Time shall be amended and restated in its entirety to read as set forth on Exhibit F, and as so amended and restated shall be the certificate of incorporation of the Surviving Corporation until thereafter further amended in accordance with its terms and the DGCL.

(b) At the Effective Time, the Company Bylaws as in effect immediately prior to the Effective Time shall be amended and restated in their entirety to read as set forth on Exhibit G, and as so amended and restated shall be the bylaws of the Surviving Corporation until thereafter further amended in accordance with their terms, the terms of the certificate of incorporation of the Surviving Corporation and the DGCL.

(c) At the Upstream Effective Time, the certificate of formation of the Surviving Company, as in effect immediately prior to the Upstream Effective Time and as set forth on Exhibit H, shall be the certificate of formation of the Surviving Company, until thereafter amended in accordance with applicable Law and the applicable provisions of the Surviving Company’s certificate of formation and limited liability company agreement.

(d) At the Upstream Effective Time, the limited liability company agreement of the Surviving Company, as in effect immediately prior to the Upstream Effective Time and as set forth on Exhibit I, shall be the limited liability company agreement of the Surviving Company, until thereafter amended in accordance with applicable Law and the applicable provisions of the Surviving Company’s certificate of formation and limited liability company agreement.

19
Section 2.3 Effective Time; Upstream Effective Time.

(a) Subject to the provisions of this Agreement, as soon as practicable on the Closing Date, the Company shall file the Certificate of Merger as contemplated by the DGCL, together with any required related certificates, filings or recordings, with the Secretary of State of the State of Delaware, in such form as required by, and executed in accordance with, the relevant provisions of the DGCL. The Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware or at such later date and time as the Company and Parent may agree upon and as is set forth in such Certificate of Merger (such time, the “Effective Time”).

(b) Following (or contemporaneous with) the filing of the Certificate of Merger, Merger LLC shall file the Upstream Merger Certificate, together with any required related certificates, filings or recordings, with the Secretary of State of the State of Delaware, in such form as required by, and executed in accordance with, the relevant provisions of the DGCL and the LLC Act. The Upstream Merger shall become effective upon the filing of the Upstream Merger Certificate with the Secretary of State of the State of Delaware or at such later date and time as the Company and Parent may agree upon and as is set forth in such Upstream Merger Certificate (such time, the “Upstream Effective Time”). The Effective Time shall, in all events, precede the Upstream Effective Time.

Section 2.4 Closing. Unless this Agreement shall have been terminated in accordance with Section 7.1, the closing of the Combination (the “Closing”) shall occur as promptly as practicable (but in no event later than the third (3rd) Business Day) after all of the conditions set forth in Article VI shall have been satisfied or waived by the Party entitled to the benefit of the same (other than conditions which by their terms are required to be satisfied or waived at the Closing, including the condition set forth in Section 6.2(e), but subject to the satisfaction or waiver of such conditions), or at such other time and on a date as agreed to by the Parties in writing (the “Closing Date”). The Closing shall take place at 10:00 a.m., New York City time, on the Closing Date, at the offices of Baker Botts, 30 Rockefeller Plaza, New York, New York or at such other place and time as agreed to by the Parties hereto.

Section 2.5 Directors and Officers of the Surviving Corporation.

(a) Prior to the Closing, the Company shall deliver to Parent the resignation of each director of the Company, in each case, subject to, conditioned upon and effective as of the Effective Time.

(b) Subject to applicable Law, the Parties shall take all requisite action so that from and after the Effective Time, the directors of Merger Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation, and the officers of Merger Sub immediately prior to the Effective Time shall be the officers of the Surviving Corporation, in each case, until their respective successors are duly elected and qualified, or their earlier death, resignation, or removal.
Section 2.6  Effect on Common Stock.

(a)  Effect on Company and Merger Sub Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any Company Stockholders, any of the Parties, or any other Person:

   (i)  Cancelled Shares. Each share of Company Common Stock (A) held by the Company as treasury stock immediately prior to the Effective Time shall be cancelled and shall cease to exist, and no securities of Parent or other consideration shall be delivered in exchange therefor and (B) owned by Parent immediately prior to the Effective Time shall be cancelled and shall cease to exist, and no securities of Parent or other consideration shall be delivered in exchange therefor.

   (ii)  Conversion of Company Common Stock. Except as otherwise provided in Section 2.6(a)(i), and subject to Section 2.6(b):

       (1)  Each share of Company Series A Common Stock issued and outstanding immediately prior to the Effective Time shall automatically, and without any election on the part of the Company Stockholders, be converted into the right to receive a number of shares of Parent Common Stock equal to the Exchange Ratio (such shares of Parent Common Stock, the “Series A Consideration”); and

       (2)  Each share of Company Series B Common Stock issued and outstanding immediately prior to the Effective Time shall automatically, and without any election on the part of the Company Stockholders, be converted into the right to receive a number of shares of Parent Common Stock equal to the Exchange Ratio (such shares of Parent Common Stock, the “Series B Consideration”), and together with (y) the Series A Consideration and (z) (without duplication of the Series A Consideration and Series B Consideration) any cash in lieu of fractional shares of Parent Common Stock to be paid pursuant to Section 2.7(e), the “Merger Consideration”).

From and after the Effective Time, all shares of Company Common Stock that were outstanding immediately prior to the Effective Time shall cease to be outstanding and shall be cancelled and shall cease to exist, and each holder of (A) a certificate (a “Certificate”) that immediately prior to the Effective Time represented such shares or (B) such shares immediately prior to the Effective Time in non-certificated book-entry form (the “Book Entry Shares”) shall, in each case, thereafter cease to have any rights with respect to such shares of Company Common Stock, except the right to receive the Merger Consideration to be issued in consideration therefor and any dividends or other distributions to which holders of shares become entitled in accordance with this Article II upon the surrender of such Certificate or exchange of Book Entry Shares in accordance with Section 2.7.

   (iii)  Effect on Merger Sub Common Stock. Each share of Merger Sub Common Stock outstanding immediately prior to the Effective Time shall be converted into and shall become one (1) share of common stock of the Surviving Corporation.

(b)  Changes to Stock. If at any time during the period between the date of this Agreement and the Effective Time, any change in outstanding Parent Common Stock or Company Common Stock shall occur by reason of any reclassification, recapitalization, stock split or combination, split-up, exchange or readjustment of shares or any stock dividend thereon with a record date, payment date or ex-dividend date during such period, or any similar extraordinary transaction or event (including any merger, consolidation, share exchange, business combination or similar transaction as a result of which Parent Common Stock or Company Common Stock will be converted or exchanged), the Merger Consideration, the Exchange Ratio and any other similarly dependent items, as the case may be, shall be appropriately and equitably adjusted to provide the Company Stockholders the same economic effect as contemplated by this Agreement prior to such event. For the avoidance of doubt, neither the declaration nor payment by Parent of quarterly cash dividends in the ordinary course consistent with past practice, subject to Section 2.6(b) of the Parent Disclosure Letter, on the Parent Common Shares prior to the Effective Time will require any adjustment under this Section 2.6(b), it being understood that nothing in this Section 2.6(b) is intended to permit the taking of any action by the Company or Parent that is otherwise prohibited by this Agreement.

(c)  Conversion of Surviving Corporation Shares. At the Upstream Effective Time, by virtue of the Upstream Merger and without any action on the part of any of the Parties or holders of any securities of the Surviving Corporation or Merger LLC, (i) each membership interest of Merger LLC issued and outstanding immediately prior to the Upstream Effective Time shall remain outstanding as a membership interest of the Surviving Company and (ii) each share of common stock of the Surviving Corporation shall be cancelled and shall cease to exist, and no securities or other consideration shall be delivered in exchange therefor.
Section 2.7 Exchange of Certificates and Book Entry Shares.

(a) Exchange Agent. Prior to the Effective Time, Parent shall select an institution reasonably acceptable to the Company to act as the exchange agent for the purpose of exchanging Certificates and Book Entry Shares for the applicable Merger Consideration. Prior to the Effective Time, Parent shall enter into or shall have entered into an exchange agreement with the Exchange Agent, which agreement shall set forth the duties, responsibilities and obligations of the Exchange Agent consistent with the terms of this Agreement and such agreement shall be reasonably acceptable to the Company. Parent will make available to the Exchange Agent, at or prior to the Effective Time, a number of shares of Parent Common Stock sufficient to pay the aggregate Merger Consideration pursuant to Section 2.6(a) and Section 2.7(e) (such shares of Parent Common Stock, together with any dividends or distributions with respect thereto, the "Exchange Fund"). Promptly after the Effective Time, Parent will send, or will cause the Exchange Agent to send, to each holder of record (as of immediately prior to the Effective Time) of a Certificate (A) a letter of transmittal in customary form (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon proper delivery of the Certificates to the Exchange Agent or by appropriate guarantee of delivery in the form customarily used in transactions of this nature from a member of a national securities exchange, a member of the Financial Industry Regulatory Authority, or a commercial bank or trust company in the United States) for use in effecting delivery of shares of Parent Common Stock to the Exchange Agent and (B) instructions for effecting the surrender of Certificates in exchange for the Merger Consideration issuable and payable in respect thereof, and any dividends or other distributions to which such holders are entitled pursuant to Section 2.7(d), Exchange of any Book Entry Shares shall be effected in accordance with Parent’s customary procedures with respect to securities represented by book entry.

(b) Exchange Procedure. Each holder of shares of Company Common Stock that have been converted into a right to receive the Merger Consideration to be issued in consideration therefor, upon surrender to the Exchange Agent of a Certificate, together with a properly completed letter of transmittal, or compliance with Parent’s customary procedures with respect to the exchange of Book Entry Shares, will be entitled to receive (i) the number of whole shares of Parent Common Stock (which shall be in non-certificated book-entry form unless a physical Certificate is requested) that such holder has the right to receive pursuant to Section 2.6 and (ii) a check in the amount equal to dividends and other distributions, if any, payable in respect of such whole shares pursuant to Section 2.7(d) and cash payable in lieu of fractional shares pursuant to Section 2.7(e). Any such Certificate or Book Entry Share shall forthwith be cancelled. No interest shall be paid or accrued on any Merger Consideration (including on cash in lieu of fractional shares) or on any unpaid dividends and distributions payable to holders of Certificates or Book Entry Shares. Until so surrendered, each Certificate and Book Entry Share shall, after the Effective Time, represent for all purposes only the right to receive such Merger Consideration and any dividends and other distributions in accordance with Section 2.7(d).

(c) Certificate Holder. If any portion of the Merger Consideration (or any other payment provided for in this Article II) is to be paid to or registered in the name of a Person other than the Person in whose name the applicable surrendered Certificate is registered, it shall be a condition to the payment or registration thereof that the surrendered Certificate shall be properly endorsed or otherwise be in proper form for transfer and that the Person requesting such delivery of Merger Consideration (or other payment) shall pay to the Exchange Agent any transfer or other similar Taxes required as a result of such payment or registration in the name of a Person other than the registered holder of such Certificate or establish to the satisfaction of the Exchange Agent that such Tax has been paid or is not payable.

(d) Dividends and Distributions. No dividends or other distributions with respect to shares of Parent Common Stock issued pursuant to the Merger shall be paid to the holder of any unsurrendered Certificates or non-exchanged Book Entry Shares until such Certificates or Book Entry Shares are properly surrendered or exchanged in accordance with this Section 2.7. Following such surrender or exchange, there shall be paid, without interest, to the record holder of the shares of Parent Common Stock issued in exchange therefor (i) all dividends and other distributions payable in respect of such shares of Parent Common Stock with a record date after the Effective Time and a payment date on or prior to the date of such surrender or exchange and not previously paid and (ii) at the appropriate payment date, the dividends or other distributions payable with respect to such shares of Parent Common Stock with a record date after the Effective Time but with a payment date subsequent to the date of such surrender or exchange. For purposes of dividends or other distributions in respect of shares of Parent Common Stock, all shares of Parent Common Stock to be issued pursuant to the Merger shall be entitled to dividends and other distributions pursuant to the immediately preceding sentence as if issued and outstanding as of the Effective Time.
(e) **Fractional Shares.**

(j) No fractional shares of Parent Common Stock shall be issued in connection with the Merger. Instead of issuing such fractional shares, Parent shall arrange for the disposition of fractional interests by those otherwise entitled thereto (after taking into account applicable procedures of The Depository Trust Company) by the mechanism of having (A) the Exchange Agent aggregate such fractional interests and (B) the shares resulting from the aggregation sold at prevailing market prices on behalf of such holders of Company Common Stock who otherwise would have been entitled to receive such fractional shares. No holder shall be entitled to dividends, voting rights or any other rights in respect of any fractional interests.

(ii) As soon as practicable after the determination of the amount of cash to be paid to holders of shares of Company Common Stock in lieu of any fractional shares of Parent Common Stock, the Exchange Agent shall pay such amount of cash to such holders of shares of Company Common Stock (after taking into account applicable procedures of The Depository Trust Company) in proportion to their corresponding fraction as applicable, without interest, subject to and in accordance with this Section 2.7. The Parties hereto acknowledge that the payment of cash in lieu of fractional shares pursuant to this Section 2.7(e) is not separately bargained-for consideration but merely represents a mechanical rounding off for purposes of avoiding the expense and inconvenience to Parent that would otherwise be caused by the issuance of fractional shares.

(f) **No Further Ownership Rights.** The Merger Consideration (and any other payments) paid in accordance with the terms of this Article II in respect of shares of Company Common Stock converted pursuant to Section 2.6 shall be deemed to have been paid in full satisfaction of all rights pertaining to such shares. After the Effective Time there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation (or equivalent security in the case of the Surviving Company) of shares of Company Common Stock that were outstanding immediately prior to the Effective Time. If, after the Effective Time, any Certificates or Book Entry Shares formerly representing shares of Company Common Stock are presented to the Surviving Corporation (or the Surviving Company, as applicable) or the Exchange Agent for any reason, such Certificates shall be canceled and such Certificates or Book Entry Shares shall be exchanged as provided in this Article II.

(g) **Termination of Exchange Fund.** Any portion of the Exchange Fund that remains undistributed to the holders of shares of Company Common Stock for nine (9) months after the Effective Time shall be delivered to Parent, upon demand, and any holder of Company Common Stock who has not theretofore complied with this Article II shall thereafter look only to Parent for payment of its claim for the Merger Consideration (and any other payment in accordance with this Article II).

(h) **No Liability.** None of Parent, Merger Sub, Merger LLC, the Company or the Exchange Agent shall be liable to any Person in respect of any cash or Parent Common Stock from the Exchange Fund delivered to a public official to the extent required by any applicable abandoned property, escheat or similar Law. If any Certificate or Book Entry Shares shall not have been surrendered or exchanged prior to the date on which the applicable Merger Consideration would escheat to or become the property of any Governmental Authority, any such Merger Consideration shall, to the extent permitted by applicable Law, immediately prior to such time become the property of Parent, free and clear of all claims or interest of any person previously entitled thereto.

(i) **Lost Certificates.** If any Certificate shall have been lost, stolen, defaced or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen, defaced or destroyed and, if reasonably required by the Surviving Corporation (or the Surviving Company, as applicable), the posting by such Person of a bond in such reasonable amount as the Surviving Corporation (or the Surviving Company, as applicable) may direct as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent shall pay in respect of such lost, stolen, defaced or destroyed Certificate the Merger Consideration issuable in respect thereof and any dividends or other distributions to which such holder is entitled pursuant to Section 2.7(d), with respect to each share of Company Common Stock formerly represented by such Certificate.

(j) **Withholding Rights.** Parent, Merger Sub, Merger LLC, the Company and the Exchange Agent shall each be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement such amounts as are required to be deducted and withheld with respect to the making of such payment under any applicable Tax Law. To the extent that amounts are so deducted or withheld by Parent, Merger Sub, Merger LLC, the Company or the Exchange Agent, as applicable, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.
Section 2.8  

**Company Equity Awards.**

(a) At the Effective Time, all Company Stock Options that are outstanding and unexercised immediately prior to the Effective Time shall immediately vest (if unvested), and shall cease to represent a right to acquire Company Common Stock. Each Company Stock Option that immediately prior to the Effective Time represented a right to acquire Company Common Stock shall be converted automatically into the right to receive (without interest), as soon as reasonably practicable after the Effective Time, the Merger Consideration in respect of each Net Share covered by such Company Stock Option, less applicable Tax withholdings; provided that, in lieu of the Merger Consideration, any fractional Net Share (after aggregating all shares represented by all Company Stock Options held by such individual) shall be settled in cash based on the Per Share Cash Equivalent Consideration, less applicable Tax withholdings. Between the date hereof and the Effective Time, the Company may request that, in lieu of the treatment prescribed in this Section 2.8(a), Company Stock Options that remain outstanding immediately prior to the Effective Time be converted into the right to receive a cash payment on terms equivalent to those set forth in this Section 2.8(a), and Parent agrees to consider such request in good faith.

(b) At the Effective Time, each Company RSU Award that is outstanding immediately prior to the Effective Time shall be cancelled and converted into the right to receive a number of shares of Parent Common Stock (rounded up to the nearest whole number) equal to the product of (i) the Exchange Ratio multiplied by (ii) the number of shares of Company Common Stock covered by such Company RSU Award immediately prior to the Effective Time, subject to any withholding Taxes required by Law to be withheld.

(c) Immediately prior to the Effective Time, the restrictions on each share of Company Restricted Stock granted and then outstanding under the Company Stock Plans shall, without any action on the part of the holder thereof, the Company, Parent or Merger Sub, lapse, and each such share of Company Restricted Stock will be treated at the Effective Time the same as, and have the same rights and be subject to the same conditions as, a share of Company Common Stock not subject to any restrictions, subject to any withholding Taxes required by Law to be withheld.

(d) Prior to the Effective Time, the Compensation Committee of the Board of Directors of the Company shall adopt resolutions approving the treatment of the Company Equity Awards in the manner prescribed by the terms of this Section 2.8.

Section 2.9  

**Further Assurances.** If, at any time before or after the Effective Time, the Company or Parent reasonably believes or is advised that any further instruments, deeds, assignments or assurances are reasonably necessary or desirable to consummate the transactions contemplated by the Transaction Documents or to carry out the purposes and intent of the Transaction Documents at or after the Effective Time, then the Company, Parent, the Surviving Corporation or the Surviving Company, as applicable, and their respective officers and directors shall execute and deliver all such proper deeds, assignments, instruments and assurances and do all other things reasonably necessary or desirable to consummate such contemplated transactions and to carry out the purposes and intent of the Transaction Documents.
ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in (a) the Company SEC Documents filed prior to the date of this Agreement (other than any disclosure set forth under “Risk Factors” or any “forward-looking statements” section or that are similarly cautionary, non-specific or predictive in nature) or (b) the corresponding section of the Company Disclosure Letter (it being agreed that disclosure of any item in any section of the Company Disclosure Letter shall be deemed disclosed with respect to any other section but only to the extent the relevance of a disclosure or statement therein to a section of this Article III is reasonably apparent on its face) (provided, that in no event will any disclosure in the Company SEC Documents qualify or limit the representations and warranties in Sections 3.1 (Organization; Standing and Power), 3.2 (Capitalization), 3.3 (Subsidiaries), 3.4 (Authorization), 3.18 (Tax Matters), 3.21 (Anti-takeover Statutes), 3.22 (Ownership in Parent), 3.23 (Brokers and Other Advisors) or 3.24 (Opinion of Financial Advisor) of this Agreement), the Company represents and warrants to Parent as follows (provided, further, that, no representation is made in this Article III with respect to the substance of any financial or other information (i) which has directly been provided by Parent specifically for the purpose of assisting the Company with its SEC reporting obligations as a public company, or (ii) extracted (and reproduced in the Company SEC Documents without any material or substantive alteration thereto, or any analysis or further calculation or interpretation thereof) from (x) the Parent SEC Documents or (y) information directly provided by Parent specifically for the purpose of assisting the Company with its SEC reporting obligations as a public company):

Section 3.1 Organization: Standing and Power. The Company (i) is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware, (ii) has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as currently conducted and (iii) is duly qualified or licensed to do business as a foreign corporation, and is in good standing (with respect to jurisdictions which recognize such concept), in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its activities makes such qualification or licensing necessary, except in the cases of clauses (b) and (c) as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents. The Company has made available to Parent, prior to the date hereof, a true, complete and correct copy of the Company Charter and the Company Bylaws in effect as of the date of this Agreement.

Section 3.2 Capitalization.

(a) The authorized capital stock of the Company consists of (i) one hundred sixty million (160,000,000) shares of Company Series A Common Stock, par value $0.01 per share, (ii) six million (6,000,000) shares of Company Series B Common Stock, par value $0.01 per share, (iii) one hundred sixty million (160,000,000) shares of Company Series C Common Stock, par value $0.01 per share and (iv) fifty million (50,000,000) shares of Company Preferred Stock, par value $0.01 per share, issuable in series. No other shares of capital stock of, or other equity or voting interests in the Company are authorized.

(b) As of the close of business on April 5, 2019, (i) 54,496,831 shares of Company Series A Common Stock were issued and outstanding (including 14,369 shares of Company Restricted Stock), (ii) 2,830,174 shares of Company Series B Common Stock were issued and outstanding, (iii) no shares of Company Series C Common Stock were issued and outstanding, (iv) no shares of Company Preferred Stock were issued and outstanding, (v) no shares of Company Series Common Stock were held in treasury by the Company or owned by its Subsidiaries, (vi) 1,155,946 shares of Company Series A Common Stock and 658,620 shares of Company Series B Common Stock, in each case, were reserved for issuance pursuant to Company Stock Plans, (vii) 956,575 shares of Company Series A Common Stock and 658,620 shares of Company Series B Common Stock, in each case, were reserved for issuance upon the exercise of outstanding unexercised Company Stock Options, (viii) 11,996 shares of Company Series A Common Stock were underlying outstanding Company RSU Awards and no shares of Company Series B Common Stock were underlying outstanding Company RSU Awards, and (ix) no other shares of Company Capital Stock of, or other equity interests in the Company were issued, reserved for issuance or outstanding. All of the outstanding shares of Company Capital Stock have been duly authorized and validly issued, and are fully paid and non-assessable and were issued in compliance with applicable securities Laws. Except as provided by any Collective Agreement, there are no preemptive or similar rights granted by the Company or any Subsidiary of the Company to any holders of any class of securities of the Company or any Subsidiary of the Company. Except as set forth in Section 3.2(b) of the Company Disclosure Letter, no shares of the Company are owned by any Subsidiary of the Company. From the close of business on April 5, 2019 through the date of this Agreement, there have been no issuances, repurchases or redemptions by the Company of Company Capital Stock or other equity interests in the Company or issuances of options, warrants, convertible or exchangeable securities, stock-based performance units or other rights to acquire shares of Company Capital Stock or other equity interests in the Company or other rights that give the holder thereof any economic or voting interest of a nature accruing to the holders of shares of Company Capital Stock or other equity interests in the Company, other than the issuance of Company Common Stock upon the exercise of Company Stock Options or the settlement of Company RSU Awards, in each case outstanding as of the close of business on April 5, 2019 and in accordance with the terms thereof.
(c) Neither the Company nor any Subsidiary of the Company has outstanding any bonds, debentures, notes or other obligations the holders of which have the right to vote (or which are convertible into or exercisable for securities having the right to vote) with the Company Stockholders or the stockholders of any such Subsidiary on any matter ("Voting Company Debt"). As of the close of business on April 5, 2019, 702,500 SARs were outstanding.

(d) Except as set forth in Section 3.2(b) above, on Section 3.2(d) of the Company Disclosure Letter or pursuant to any Collective Agreement, other than the Company Equity Awards, there are not, as of the date of this Agreement, any options, warrants, rights, convertible or exchangeable securities, “phantom” stock rights, stock appreciation rights, restricted stock units, stock-based performance units, commitments, Contracts, arrangements or undertakings of any kind to which the Company or any of its Subsidiaries is a party or by which any of them is bound (i) obligating the Company or any of its Subsidiaries to issue, deliver or sell or cause to be issued, delivered or sold, additional shares of capital stock of, or other equity interests in, or any security convertible into or exercisable for or exchangeable into any capital stock of, or other equity interest in, the Company or any of its Subsidiaries or any Voting Company Debt, (ii) obligating the Company or any of its Subsidiaries to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, Contract, arrangement or undertaking or (iii) that give any Person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights accruing to holders of Company Capital Stock, or other equity interests in the Company. As of the date of this Agreement, except pursuant to any Collective Agreement or as set forth in Section 3.2(d) of the Company Disclosure Letter, there are no outstanding contractual obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any shares of capital stock of the Company or any of its Subsidiaries. Except pursuant to any Collective Agreement, there are no proxies, voting trusts or other agreements or understandings to which the Company or any of its Subsidiaries is a party or is bound with respect to the voting of the capital stock of, or other equity interests in, the Company or any of its Subsidiaries.

(e) The Company is not party to any “poison pill” rights plan or similar plan or agreement relating to any shares of Company Capital Stock or other equity interests of the Company.

(f) No event or circumstance has occurred that has resulted or will result, pursuant to the terms of the Exchangeable Debentures Indenture, in (i) an adjustment to the number of Reference Shares (as defined in the Exchangeable Debentures Indenture) attributable to each Debenture (as defined in the Exchangeable Debentures Indenture) from 5.1566 shares of Parent Common Stock, (ii) in a Reference Share being anything other than one (1) share of Parent Common Stock or (iii) in the Adjusted Principal Amount (as defined in the Exchangeable Debentures Indenture) not being equal to the Original Principal Amount (as defined in the Exchangeable Debentures Indenture), in each case other than any such event or circumstance that primarily results from (A) actions taken by Parent or any of its Affiliates after the date hereof or (B) actions required by the terms of this Agreement and the other Transaction Documents. The aggregate outstanding principal amount of the Exchangeable Debentures is $400,000,000.

(g) As of the close of business on April 5, 2019, the outstanding unexercised Company Stock Options had a weighted average exercise price of $31.25. As of the close of business on April 5, 2019, the outstanding unexercised SARs had a weighted average exercise price of $3.24.
Section 3.3 Subsidiaries.

(a) Each Subsidiary of the Company (i) is a corporation or other entity duly organized, validly existing and in good standing (with respect to jurisdictions which recognize such concept) under the Laws of its jurisdiction of incorporation or organization, (ii) has all power and authority to own, lease and operate its properties and assets and to carry on its business as currently conducted and (iii) is duly qualified or licensed to do business and is in good standing in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its activities makes such qualification or licensing necessary, except, in each case, as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents.

(b) All of the outstanding shares of capital stock of, or other equity interests in, each Subsidiary of the Company have been duly authorized and validly issued, are fully paid and non-assessable and were issued in compliance with applicable securities Laws. Except as set forth on Section 3.3(b) of the Company Disclosure Letter or pursuant to any Collective Agreement, as of the date hereof, all of the outstanding capital stock or securities of, or other equity interests in, each of the Subsidiaries of the Company, is owned by the Company and its Subsidiaries, and is owned free and clear of any Encumbrance and free of any other limitation or restriction, other than Permitted Encumbrances.

(c) Section 3.3(c) of the Company Disclosure Letter (1) lists (A) each Subsidiary of the Company, (B) its jurisdiction of incorporation or organization, (C) the location of its principal executive office and (D) the type and number of interests held of record by the Company and, to the knowledge of the Company, any Third Party, in a Subsidiary that is not wholly owned directly or indirectly by the Company or its Subsidiaries and (2) sets forth all capital stock or other equity interest of any entity that is owned, in whole or in part, directly or indirectly, by the Company or its Subsidiaries (other than capital stock of, or other equity interests in, its Subsidiaries) (such equity interests referred to in this clause (ii), collectively, the “Other Interests”). All Other Interests are fully paid and non-assessable and are owned, directly or indirectly, by the Company free and clear of any Encumbrance and free of any other limitation or restriction, other than Permitted Encumbrances and except as set forth on Section 3.3(c) of the Company Disclosure Letter. Except as provided by any Collective Agreement, there are no restrictions with respect to the Company (or any Subsidiary of the Company, as applicable) voting any of the Other Interests. The Company has made available to Parent true, complete and correct copies of the limited liability company agreements or other organizational documents of each Subsidiary of the Company that is not wholly owned directly or indirectly by the Company or its Subsidiaries.

Section 3.4 Authorization.

(a) The Company has all requisite corporate power and authority to execute and deliver the Transaction Documents, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of the Transaction Documents and the consummation by the Company of the transactions contemplated hereby and thereby (including the transactions contemplated by the Voting Agreement and the New Governance Agreement) have been duly and validly authorized by all necessary corporate action on the part of the Company, and no other corporate proceedings on the part of the Company are necessary to authorize the execution and delivery of the Transaction Documents or the consummation of the transactions contemplated hereby and thereby (including the transactions contemplated by the Voting Agreement and the New Governance Agreement), other than, with respect to the Merger, the adoption of this Agreement by the holders of at least a majority of the aggregate voting power of the outstanding shares of Company Common Stock, voting together as a single class (the “Company Stockholder Approval”). This Agreement has been duly and validly executed and delivered by the Company and, assuming the due execution and delivery by Parent, Merger Sub and Merger LLC, constitutes the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, rehabilitation, liquidation, preferential transfer, moratorium and similar Laws now or hereafter affecting creditors’ rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at equity or law).

(b) The Transaction Committee has unanimously (i) determined that the Transaction Documents and the transactions contemplated hereby and thereby (including the transactions contemplated by the Voting Agreement and the New Governance Agreement) are advisable and fair to, and in the best interests of, the Company and the Company Stockholders, (ii) approved and declared advisable the Transaction Documents and the transactions contemplated hereby and thereby (including the transactions contemplated by the Voting Agreement and the New Governance Agreement), (iii) resolved to recommend that the Company Board approve and declare advisable the Transaction Documents and the transactions contemplated hereby and thereby (including the transactions contemplated by the Voting Agreement and the New Governance Agreement) and submit this Agreement to the Company Stockholders for adoption and (iv) approved the Transaction Documents and the Voting Agreement, and the transactions contemplated hereby and thereby (including the transactions contemplated by the New Governance Agreement), for purposes of Section 203 of the DGCL.

(c) The Company Board, based on the unanimous recommendation of the Transaction Committee, has unanimously (i) determined that the Transaction Documents and the transactions contemplated hereby and thereby (including the transactions contemplated by the Voting Agreement and the New Governance Agreement) are advisable and fair to, and in the best interests of, the Company and the Company Stockholders, (ii) approved and declared advisable the Transaction Documents and the transactions contemplated hereby and thereby (including the transactions contemplated by the Voting Agreement and the New Governance Agreement), (iii) directed that this Agreement be submitted to the Company Stockholders for adoption, (iv) resolved to recommend that the Company Stockholders approve the adoption of this Agreement and (v) approved the Transaction Documents and the Voting Agreement, and the transactions contemplated hereby and thereby (including the transactions contemplated by the New Governance Agreement), for purposes of Section 203 of the DGCL.

(d) The Company Stockholder Approval is the only vote of the holders of any class or series of Company Capital Stock necessary to adopt the Transaction Documents and to consummate the transactions contemplated hereby and thereby (including the transactions contemplated by the Voting Agreement and the New Governance Agreement) under applicable Law or under the Company Charter or Company Bylaws.
Section 3.5  Consents and Approvals; No Violations.

(a) The execution, delivery and performance by the Company of the Transaction Documents and the consummation by the Company of the transactions contemplated hereby and thereby (including the transactions contemplated by the Voting Agreement) do not and will not require any filing or registration with, notification to, or authorization, permit, license, declaration, Order, consent or approval of any Governmental Authority by the Company other than (i) as may be required by the HSR Act, (ii) the filing with the SEC of (A) the Proxy Statement and (B) such reports under the Exchange Act as may be required in connection with the Transaction Documents and the transactions contemplated hereby and thereby, (ii) such clearances, consents, approvals, Orders, licenses, authorizations, registrations, declarations, permits, filings and notifications as may be required under applicable U.S. federal and state or foreign securities Laws or the rules and regulations of NASDAQ, (iii) the filing of the Certificate of Merger or other documents as required by the DGCL or (iv) any other filings, registrations, notifications, authorizations, permits, licenses, declarations, Orders, consents or approvals the absence of which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents.

(b) Except as set forth on Section 3.5(b) of the Company Disclosure Letter, the execution, delivery and, subject to the receipt of the Company Stockholder Approval, performance by the Company of the Transaction Documents and the consummation by the Company of the transactions contemplated hereby and thereby (including the transactions contemplated by the Voting Agreement) do not and will not (1) conflict with or violate any provision of the Company Charter or Company Bylaws or similar organizational documents of any of its Subsidiaries, (2) conflict with or violate any Law applicable to the Company or any of its Subsidiaries or by which any property or asset of the Company or any of its Subsidiaries is bound, (3) require any consent or notice, or result in any violation or breach of, or conflict with, or constitute (with or without notice or lapse of time or both) a default (or give rise to any right of purchase, termination, amendment, acceleration or cancellation) under, result in the loss of any benefit under, or result in the triggering of any payments or requirements to purchase or redeem pursuant to, any of the terms, conditions or provisions of any Contract to which the Company or any of its Subsidiaries is a party or by which any property or asset of the Company or any of its Subsidiaries is bound or (4) result in the creation of an Encumbrance (except for Permitted Encumbrances) on any property or asset of the Company or any of its Subsidiaries, except, with respect to clauses (ii), (iii) and (iv) of this Section 3.5(b) as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents. For purposes of this Section 3.5, the term “Governmental Authority” shall include NASDAQ.

Section 3.6  SEC Reports and Financial Statements.

(a) The Company has timely filed with, or furnished to, as applicable, the SEC all registration statements, prospectuses, reports, forms, statements, schedules, certifications and other documents required to be filed or furnished by the Company since the Split-Off Date (together with all exhibits and schedules thereto and all information incorporated therein by reference, the “Company SEC Documents”). As of their respective dates, or if amended, as of the date of the last such amendment, the Company SEC Documents (i) were prepared in accordance and complied in all material respects with the requirements of the Sarbanes Act, the Securities Act and the Exchange Act (to the extent then applicable) and (ii) did not contain any untrue statement of a material fact or omit to state a 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.

(b) Each of the consolidated financial statements (including, in each case, any related notes thereto) contained in or incorporated by reference in the Company SEC Documents (the “Company Financial Statements”), (i) complied, as of its respective date of filing with the SEC, in all material respects with the published rules and regulations of the SEC with respect thereto, (ii) was prepared in accordance with Regulation S-X under the Exchange Act and with GAAP applied on a consistent basis during the periods indicated (except as may be indicated in the notes thereto or, in the case of unaudited interim financial statements, as may be permitted by the SEC on Form 10-Q under the Exchange Act) and (iii) fairly presented in all material respects the Company Financial Statements.

(c) The Company has maintained disclosure controls and procedures and internal control over financial reporting (as such terms are defined in Rules 13a-15 and 15d-15 under the Exchange Act) substantially as required by Rules 13a-15 and 15d-15 under the Exchange Act. The Company’s disclosure controls and procedures are reasonably designed to ensure that all information (both financial and non-financial) required to be disclosed by the Company in the reports that it files or furnishes under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to the Company’s management as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes Act. The Company’s management has completed an assessment of the effectiveness of the Company’s internal controls and procedures and, to the extent required by applicable Law, presented in any applicable Company SEC Document, or any amendment thereto, its conclusions about the effectiveness of the internal controls structures and procedures as of the end of the period covered by such report or amendment based on such evaluation. Based on the Company management’s most recently completed assessment of the Company’s internal controls over financial reporting, (i) the Company had no significant deficiencies or any material weaknesses in the design or operation of its internal controls that would reasonably be expected to adversely affect the Company’s ability to record, process, summarize and report financial data and (ii) the Company does not have knowledge of any fraud, whether or not material, that involves management or other employees who have a significant role in the Company’s internal controls.

(d) To the knowledge of the Company as of the date hereof, there are no outstanding or unresolved comments in any comment letters from the Staff of the SEC relating to the Company SEC Documents and received by the Company prior to the date hereof that would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents. None of the Company SEC Documents filed on or prior to the date hereof is, to the knowledge of the Company as of the date hereof, subject to ongoing SEC review or investigation that would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents.

(e) The Company is in compliance with the applicable listing and corporate governance rules and regulations of NASDAQ except as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents.
Section 3.7 No Undisclosed Liabilities. Except as reflected or reserved against in the balance sheet of the Company dated December 31, 2018 included in the Form 10-K filed by the Company with the SEC on February 8, 2019 (or described in the notes thereto) or as set forth on Section 3.7 of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries has any Liabilities except (a) Liabilities incurred since December 31, 2018, in the ordinary course of business consistent with past practice, (b) Liabilities incurred in connection with the Transaction Documents or the transactions contemplated hereby and thereby and (c) Liabilities that would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents. Neither the Company nor any of its Subsidiaries is a party to, or has any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar Contract or arrangement (including any Contract or arrangement relating to any transaction or relationship between or among the Company and any of its Subsidiaries, on the one hand, and any unconsolidated Affiliate, including any structured finance, special purpose or limited purpose entity or Person, on the other hand, or any material “off-balance sheet arrangement” (as defined in Item 303(a) of Regulation S-K of the Exchange Act)), where the result, purpose or intended effect of such Contract or arrangement is to avoid disclosure of any material transaction involving, or material Liabilities of, the Company or any of its Subsidiaries in the Company Financial Statements or Company SEC Documents.

Section 3.8 Absence of Certain Changes. Except as set forth on Section 3.8 of the Company Disclosure Letter, since December 31, 2018, (a) there have been no events or conditions which, individually or in the aggregate, have had, or would reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole and (b) neither the Company nor any of its Subsidiaries has taken any action that, if taken after the date of this Agreement, would constitute a breach of Section 5.1(c), (d), (e), or (f).

Section 3.9 Litigation. As of the date hereof, (a) there are no Actions pending or, to the knowledge of the Company, threatened, against the Company or any of its Subsidiaries (other than Vitalize or any of its Subsidiaries) or any of its or their respective property or assets that would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents, and (b) there are no Actions pending or, to the knowledge of the Company, threatened, against Vitalize or any of its Subsidiaries or any of its or their respective property or assets that would reasonably be expected to have a material adverse effect on Vitalize and its Subsidiaries, taken as a whole. As of the date hereof, neither the Company nor any of its Subsidiaries (or any of its or their respective properties or assets) is subject to or bound by any Order except as set forth on Section 3.9 of the Company Disclosure Letter (true, complete and correct copies of which have been made available to Parent prior to the date hereof). (x) The Company and each of its Subsidiaries (other than Vitalize or any of its Subsidiaries), as applicable, have complied with, and are now in compliance with, all Orders referred to in the previous sentence, except, in each case, as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents and (y) Vitalize and each of its Subsidiaries, as applicable, have complied with, and are now in compliance with, all Orders referred to in the previous sentence, except as would not reasonably be expected to have a material adverse effect on Vitalize and its Subsidiaries, taken as a whole.

Section 3.10 Compliance with Applicable Laws.

(a) The Company and each of its Subsidiaries have, since the Split-Off Date, complied, and are in compliance, in each case, with all applicable Laws, except as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents. Except as set forth on Section 3.10 of the Company Disclosure Letter, since the Split-Off Date, (i) to the knowledge of the Company, no investigation or review by any Governmental Authority with respect to the Company or any of its Subsidiaries is pending or threatened that would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents (and no Governmental Authority has indicated in writing to the Company or any of its Subsidiaries prior to the date hereof an intention to conduct any such investigation or review.

(b) The Company and its Subsidiaries (i) hold all material Governmental Permits necessary for the lawful conduct of their respective businesses or ownership of their respective assets and properties, and all such Governmental Permits are in full force and effect and (ii) are in material compliance with all terms and conditions of such Governmental Permits and, to the knowledge of the Company, no such Governmental Permits are subject to any formal revocation, withdrawal, suspension, cancellation, termination or modification action by the issuing Governmental Authority that would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents.

(c) As of the date hereof, the Company is not required to register as an “investment company” under the Investment Company Act of 1940.

(d) For purposes of this Section 3.10, the term “Governmental Authority” shall include NASDAQ.
Section 3.11 Product Matters. Without limiting the generality of Section 3.10 and except as set forth on Section 3.11 of the Company Disclosure Letter:

(a) Except as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents, since the Split-Off Date, the Company, its Subsidiaries and all products manufactured by or on behalf of the Company or any Subsidiary (the “Products”) have complied and are in compliance with the applicable provisions of the Federal Food, Drug, and Cosmetic Act, and the applicable regulations, final guidance, standards and requirements adopted by the United States Food and Drug Administration (the “FDA”) thereunder, all applicable statutes enforced by the United States Federal Trade Commission (the “FTC”) and the applicable FTC regulations, final guidance, standards and requirements, and any applicable requirements and standards established by any state, local or foreign Governmental Authorities responsible for regulating the Products (together with the FDA and the FTC, collectively, the “Food Authorities”).

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents, since the Split-Off Date, (i) none of (A) the Company, any Subsidiary, any Product or the facilities in which the Products are manufactured or (B) to the knowledge of the Company, with respect to the Products, the Persons that manufacture or distribute the Products, has received or is subject to, or since the Split-Off Date has been subject to, (I) any warning letter, untitled letter, notice of inspectional observation (FDA Form 483) or other non-compliance written notice from the FDA or (2) any penalty assessment or other compliance or enforcement action by any Food Authority and (ii) none of (A) the Company or any of its Subsidiaries, or (B) to the knowledge of the Company, with respect to the Products, the Persons that manufacture or distribute the Products, has voluntarily or involuntarily initiated, conducted or issued, or caused to be initiated, conducted or issued, any recall relating to an alleged lack of safety or regulatory compliance of any Product.

Section 3.12 Real Property. Neither the Company nor any of its Subsidiaries owns any real property.

Section 3.13 Intellectual Property. Except as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents, since the Split-Off Date, (a) the Company and its Subsidiaries own or have the right to use all Company Intellectual Property free and clear of all Encumbrances except for Permitted Encumbrances, (b) to the knowledge of the Company, the use of the Company Intellectual Property by the Company and its Subsidiaries in the operation of their respective businesses has not and does not infringe upon or misappropriate any Intellectual Property of any other Person and (c) the Company and its Subsidiaries have taken reasonable measures to protect the confidentiality of trade secrets used in the businesses of each of the Company and its Subsidiaries.

Section 3.14 Privacy and Data Security. Except as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents, or as set forth on Section 3.14(a) of the Company Disclosure Letter, since the Split-Off Date, (a) the Company and each of its Subsidiaries have taken commercially reasonable measures to protect all Personal Data in its and their possession against unauthorized access or use, misuse or loss, (b) the Company and its Subsidiaries have complied with all applicable Data Security Requirements, as well as their own written policies and procedures, relating to privacy, data protection and the collection, retention, protection, transfer, use and processing of all Personal Data in the control of the Company and its Subsidiaries, and, to the knowledge of the Company, there has been no unauthorized access to or use of, misuse of or loss of any such Personal Data and (c) there have been no security breaches of, unauthorized access to or use of, failures or unplanned outages in, or other adverse integrity or security events affecting the IT Assets of the Company and its Subsidiaries (or, in each case Personal Data stored or contained therein or transmitted thereby). The Company also represents and warrants to Parent as to the matters set forth on Section 3.14(b) of the Company Disclosure Letter.

Section 3.15 Environmental Matters. Except as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents, since the Split-Off Date, (a) the Company and each of its Subsidiaries have been in compliance with all Environmental Laws applicable to the Company and its Subsidiaries or to the conduct of the business or operations of the Company and its Subsidiaries, (b) neither the Company nor any of its Subsidiaries has received any written notice alleging that the Company or any Subsidiary has violated any applicable Environmental Law, (c) neither the Company nor any of its Subsidiaries has released or disposed of any Hazardous Substances in violation of any applicable Environmental Law and (d) neither the Company nor any of its Subsidiaries is a party to or is the subject of any pending or, to the knowledge of the Company, threatened Action seeking to impose any liability for any investigation, cleanup, removal or remediation pursuant to any Environmental Law.
Section 3.16 Insurance. Except as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents, the Company and its Subsidiaries maintain insurance coverage with reputable insurers in such amounts and covering such risks as the Company reasonably believes, based on past experience, is adequate for the businesses and operations of the Company and its Subsidiaries (taking into account the cost and availability of such insurance).

Section 3.17 Tax. Except as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents, or as set forth on Section 3.17 of the Company Disclosure Letter:

(a) (1) all Tax Returns required to be filed with any Governmental Authority by or on behalf of the Company or any of its Subsidiaries have been timely filed when due (taking into account any extension of time within which to file); (2) all such Tax Returns are true, accurate and complete and have been prepared in compliance with all applicable Laws; (3) all Taxes due and payable by the Company or any of its Subsidiaries (including any Taxes that are required to be collected, deducted or withheld in connection with any amounts paid or owing to, or received or owing from, any employee, creditor, independent contractor or other Third Party) have been timely paid (or collected or withheld and remitted) to the appropriate Governmental Authority; and (4) the Company and its Subsidiaries have complied with all Laws regarding the collection, deduction and withholding of Taxes (including information reporting); except, in each case of clauses (i) through (iv), for Taxes or Tax matters being contested in good faith and for which adequate reserves have been established in accordance with GAAP in the Company SEC Documents filed prior to the date hereof;

(b) since January 1, 2015, no written claim has been made by any Governmental Authority in a jurisdiction where the Company or any of its Subsidiaries does not file a Tax Return of a particular type that the Company or any of its Subsidiaries is or may be subject to Tax, or required to file Tax Returns, of such type in that jurisdiction, other than any such claims that have been fully resolved or for which adequate reserves have been established in accordance with GAAP in the Company SEC Documents filed prior to the date hereof;

(c) there are no Encumbrances on any of the assets of the Company or any of its Subsidiaries that arose in connection with any failure (or alleged failure) to pay any Tax (except for Permitted Encumbrances);

(d) (i) no outstanding written claim has been received by, and no audit, action, or proceeding is in progress or threatened in writing, against or with respect to the Company or any of its Subsidiaries in respect of any Tax, and (ii) all deficiencies, assessments or proposed adjustments asserted against the Company or any of its Subsidiaries by any Governmental Authority have been paid or fully and finally settled;

(e) neither the Company nor any of its Subsidiaries (i) has any Liability for the Taxes of any Person (other than the Company or any of its Subsidiaries) under Section 1.1502-6 of the Treasury Regulations (or any similar provision of state, local or foreign Tax Law), as a transferee or successor, or otherwise by operation of Law, (ii) is a party to any Tax sharing, allocation or indemnification agreement or arrangement (other than (x) any agreement or arrangement solely among the Company or any of its Subsidiaries, (y) commercial agreements or arrangements the primary subject matter of which does not relate to Taxes or (z) the Tax Sharing Agreement or Tax Sharing Agreement Joinder) or (iii) has received or applied for a Tax ruling or entered into a closing agreement pursuant to Section 7121 of the Code (or any similar provision of state, local or foreign law);

(f) no waiver or extension of any statute of limitations in respect of Taxes or any extension of time with respect to a Tax assessment or deficiency is in effect for the Company or any of its Subsidiaries;

(g) neither the Company nor any of its Subsidiaries has participated in a “listed transaction” within the meaning of Section 1.6011-4(b)(2) of the Treasury Regulations; and

(h) other than the Split-Off, during the five-year period ending on the date of this Agreement, neither the Company nor any of its Subsidiaries has been either a “distributing corporation” or a “controlled corporation” in a distribution of stock qualifying or intended to qualify for tax-free treatment under Section 355(a) of the Code.
Section 3.18  **Tax Matters.**

(a)  Neither the Company nor any of its Subsidiaries knows of any fact, agreement, plan or other circumstance that would reasonably be expected to (i) prevent or preclude the Combination from qualifying as a “reorganization” described in Section 368(a) of the Code, (ii) cause the Split-Off to fail to qualify as a tax-free distribution under Sections 355 and 361 of the Code to Qurate and the holders of Liberty Ventures Common Stock that received Company Common Stock in the Split-Off (except with respect to any cash received in lieu of fractional shares) or (iii) prevent or preclude the Company from making the Company Tax Opinion Representations.

(b)  As of the date hereof, the representations set forth in the Company Signing Split-Off Tax Opinion Representation Letter are true and correct in all material respects.

(c)  The Company is not aware of any fact, agreement, plan or other circumstance, and has not taken or failed to take any action, which fact, agreement, plan, circumstance, action or omission would reasonably be expected to prevent or preclude the Company from delivering the Company Closing Split-Off Tax Opinion Representation Letter and the Company Reorganization Tax Opinion Representation Letter immediately prior to the Closing.

(d)  After consultation with Company Reorganization Tax Counsel and Company Split-Off Tax Counsel, the Company is not aware of any fact or circumstance which would or reasonably could prevent (i) Company Reorganization Tax Counsel from delivering the Company Reorganization Tax Opinion, assuming delivery to Company Reorganization Tax Counsel of the Company Reorganization Tax Opinion Representation Letter and the Parent Reorganization Tax Opinion Representation Letter, or (ii) Company Split-Off Tax Counsel from delivering the Split-Off Closing Tax Opinion, assuming delivery to Company Split-Off Tax Counsel of the Closing Split-Off Tax Opinion Representation Letters.

(e)  To the knowledge of the Company, as of the date hereof, there is no pending audit, inquiry, examination, inspection, or other investigation, and there has been no written notice received by Qurate or its Subsidiaries of an intent to commence such an audit, inquiry, examination, inspection, or other investigation, by (i) the Internal Revenue Service subsequent to Qurate’s receipt from the Internal Revenue Service of the Issue Resolution Agreement on February 17, 2017 relating to the Split-Off and Qurate’s receipt from the Internal Revenue Service of a “no change letter,” dated November 7, 2018, with respect to Qurate’s U.S. consolidated federal income tax return for the 2016 taxable year or (ii) any state Governmental Authority responsible for the administration of any Tax, in each case, into which, in whole or in part, Qurate’s Tax affairs or any Tax Return of Qurate or its Subsidiaries, but only insofar as such audit, inquiry, examination, inspection, investigation or notice relates or could reasonably be expected to relate to the Split-Off Tax Treatment.

(f)  To the knowledge of the Company, all statements of fact contained in the Split-Off Signing Tax Opinion, the 2016 Opinion, the Tax Sharing Agreement, the Reorganization Agreement and the Signing Split-Off Tax Opinion Representation Letters are true, accurate and complete in all material respects.

(g)  The Company is not and, to the knowledge of the Company, as of the date hereof, neither Qurate nor GCIL is, a party to any Split-Off Tax Treatment Agreement (other than as set forth on Section 3.18(g) of the Company Disclosure Letter).

(h)  There has been no indemnification claim and, to the knowledge of the Company, there is no pending indemnification claim, and the Company is not aware of any fact which the Company believes will give rise to an indemnification obligation of the Company, in each case, relating to the Split-Off Tax Treatment, under the Tax Sharing Agreement, the basis for which claim exists or will exist prior to the Closing (it being agreed and understood that any fact related to the Combination and the transactions contemplated by the Collective Agreements shall not constitute a fact that violates this Section 3.18(h)).

(i)  The Company is not and, to the knowledge of the Company, Qurate is not in breach of the Tax Sharing Agreement.

(j)  The Company has received the opinion of Skadden (which the Company has provided to Parent on the date hereof), addressed to the Company and dated as of the date hereof, in form and substance reasonably satisfactory to the Company, to the effect that, based upon the Signing Split-Off Tax Opinion Representation Letters and any other facts, representations and assumptions set forth or referred to in such opinion, and subject to such qualifications and limitations as may be set forth in such opinion, for U.S. federal income tax purposes, assuming that the Split-Off otherwise qualified as a tax-free distribution under Sections 355 and 361 of the Code to Qurate and the holders of Liberty Ventures Common Stock that received Company Common Stock in the Split-Off (except with respect to any cash received in lieu of fractional shares), the transactions contemplated by this Agreement will not cause the Split-Off to fail to qualify as a tax-free distribution under Sections 355 and 361 of the Code to Qurate and the holders of Liberty Ventures Common Stock that received Company Common Stock in the Split-Off (except with respect to any cash received in lieu of fractional shares). The Company has delivered to Parent a true copy of the Signing Split-Off Tax Opinion and each of the Signing Split-Off Tax Opinion Representation Letters (other than the Parent Signing Split-Off Tax Representation Letter).
Section 3.19 Employees and Employee Benefits

(a) **Section 3.19(g) of the Company Disclosure Letter**

(b) The Company has made available to Parent (i) a copy of each Company Plan and all material amendments thereto; (ii) the most recent annual reports (Form Series 5500), if any, required under ERISA or the Code in connection with each Company Plan; (iii) the most recent actuarial reports (if applicable) for all Company Plans; (iv) the most recent summary plan description, if any, required under ERISA with respect to each Company Plan; (v) all material written contracts, instruments or agreements relating to each Company Plan, including administrative service agreements and group insurance contracts and trust documents; (vi) the most recent determination letter from the Internal Revenue Service (or in the case of a master or prototype plan, a favorable opinion letter or in the case of a volume submitter plan, a favorable advisory letter) issued with respect to each Company Plan intended to be qualified under Section 401(a) of the Code (each a “Qualified Plan”); and (vii) any material communication from any Governmental Authority regarding such plan.

(c) Neither the Company nor any Company ERISA Affiliates contribute to or have any obligation to contribute to, or have had any such obligation during the past six-year period preceding the Closing Date, and no Company Plan is (i) a defined benefit pension plan subject to Section 302 or Title IV of ERISA or Section 412 of the Code, (ii) a multiemployer plan within the meaning of Section 3(37) of ERISA, (iii) a “multiple employer plan” as defined in Section 413(c) of the Code, or (iv) a “multiple employer welfare arrangement” within the meaning of Section 3(40) of ERISA.

(d) Each Qualified Plan has received from the Internal Revenue Service a favorable determination letter (or in the case of a master or prototype plan, a favorable opinion letter or in the case of a volume submitter plan, a favorable advisory letter) as to its qualification under Section 401(a) of the Code, and to the knowledge of the Company, no event or condition exists, whether by action or by failure to act, that would reasonably be expected to adversely affect the qualified status of any such Qualified Plan. Except as would not reasonably be expected, individually or in the aggregate, to have a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents, (i) each Company Plan has been maintained in compliance with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations, including ERISA and the Code, which are applicable to such Company Plan, (ii) there is no pending or, to the knowledge of the Company, threatened Action against any Company Plan, any fiduciary thereof, the Company or any of its Subsidiaries other than routine claims for benefits and (iii) with respect to each Company Plan, all contributions, reimbursements and premium payments that are due have been made, and all contributions, reimbursements and premium payments for any period ending on or before the Closing that are not yet due have been properly accrued.

(e) Except as provided pursuant to the terms of this Agreement, neither the execution of the Transaction Documents nor the consummation of the transactions contemplated hereby and thereby (either alone or together with any other event) will (i) result in the accelerated vesting or payment of, or any increase in, or in the funding of, any compensation or benefits to any employee, officer or director (other than with respect to the treatment of Company Equity Awards in accordance with Section 2.8); (ii) result in the entitlement of any employee, officer or director to severance or termination pay or benefits; or (iii) limit or restrict the right of the Company to merge, amend or terminate any of the Company Plans. The Company has provided to Parent prior to date of this Agreement a copy of any calculations that have been prepared regarding the impact of Section 280G of the Code and/or Section 4999 of the Code that would reasonably be expected to result from the consummation of the transactions contemplated by this Agreement (either alone or together with any other event).

(f) Except as would not reasonably be expected, individually or in the aggregate, to have a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents, with respect to each Company Plan which is a group health plan, the Company and the Company ERISA Affiliates have complied with the health care continuation provisions of Section 4980B of the Code and corresponding provisions of ERISA, and neither the Company nor any of the Company ERISA Affiliates have incurred any Liability under Section 4980 of the Code. No Company Plan provides any post-retirement medical, dental or life insurance benefits to any current or former employees (other than coverage mandated by applicable Law, including the Consolidated Omnibus Budget Reconciliation Act of 1985).

(g) No current or former director, officer, employee, independent contractor or consultant of the Company or any Subsidiary of the Company is entitled to receive any gross-up or additional payment by reason of the “additional tax” or “excise tax” required by Section 409A or Section 4999 of the Code being imposed on such Person.

(h) No Action (other than routine claims for benefits) is pending against or, to the knowledge of the Company, is threatened against, any Company Plan that, individually or in the aggregate, if determined or resolved adversely in accordance with the plaintiff’s demands, would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents.

(i) Neither the Company nor any of its Subsidiaries is a party to or subject to, or is currently negotiating in connection with entering into, any collective bargaining agreement, agreement with any works council, or labor contract. To the knowledge of the Company, as of the date hereof there is no labor union organizing activity being conducted with respect to any material segment of Company Employees. There is no labor strike, lockout, slowdown or stoppage pending or, to the knowledge of the Company, threatened against or affecting the Company or any Subsidiary of the Company and no such strike, lockout, slowdown or stoppage has occurred since the Split-Off Date.

(j) The Company is in compliance with all applicable Laws governing employment or labor, including all contractual commitments and all such Laws relating to wages, hours, worker classification, contractors, immigration, collective bargaining, discrimination, civil rights, safety and health and workers’ compensation, except, in each case, as would not reasonably be expected, individually or in the aggregate, to have a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents.
Section 3.20 Material Contracts.

(a) Section 3.20(a) of the Company Disclosure Letter sets forth a complete and correct list, as of the date of this Agreement, of each Contract described below in this Section 3.20(a) that is unexpired and effective as of the date of this Agreement to which the Company or any of its Subsidiaries is a party or bound (any contract of the type described in this Section 3.20(a), whether or not set forth on Section 3.20(a) of the Company Disclosure Letter, each being referred to as a "Company Material Contract"):

(i) any Contract that is a "material contract" as such term is defined in Item 601(b)(10) of Regulation S-K of the Exchange Act (other than any Company Plan);

(ii) any Contract relating to Indebtedness (whether incurred, assumed, guaranteed, endorsed or secured by any asset) of the Company or any of its Subsidiaries for an amount in excess of $1,000,000, other than financial guarantees entered into in the ordinary course of business consistent with past practice, for an aggregate amount not in excess of $1,000,000; provided, that, Section 3.20(a)(ii) of the Company Disclosure Letter shall also set forth the amount of Indebtedness outstanding under each such Contract (other than as to any leases) as of the date of this Agreement;

(iii) any Contract that (A) limits, or purports to limit, the ability of the Company or any of its Affiliates to compete in any line of business or within any geographic area or with any Person or (B) contains any exclusivity or similar provision for the benefit of any Third Party, other than, in the case of either clause (A) or (B), Contracts (x) entered into in the ordinary course of business consistent with past practice and (y) that do not purport to bind Affiliates of the Company (including Parent or any of its Affiliates after the Effective Time);

(iv) any Contract that is a partnership, strategic alliance or joint venture agreement or similar Contract, other than any such Contract (A) entered into solely between or among the Company and/or its Wholly Owned Subsidiaries or (B) entered into between or among Vitalize or any of its Subsidiaries, on the one hand, and any other Person, on the other hand, that is (x) not material to Vitalize and (y) involves aggregate consideration of $1,000,000 or less;

(v) any Contract (other than any of the Collective Agreements or the Exchangeable Debentures Indenture) relating to the acquisition, ownership (including rights of first offer or rights of first refusal), disposition, conversion, pledging, hedging or voting of any Parent Common Shares or that limits in any material respect the ability of the Company or its Subsidiaries to sell, transfer, pledge or otherwise dispose of any material businesses or material assets;

(vi) any Contract that obligates the Company or any of its Subsidiaries to make any capital investment or capital expenditure, other than Contracts entered into in the ordinary course of business consistent with past practice and under which the obligation to make such capital investment or capital expenditure does not exceed $1,000,000 in the aggregate;

(vii) (A) any Contract between the Company or any of its Subsidiaries, on the one hand, and (1) any of its Affiliates, on the other hand, other than any Contract solely between or among the Company and/or its Wholly Owned Subsidiaries, or (2) any Company Specified Person or any of their respective Affiliates, on the other hand, and (B) any Contract required to be disclosed pursuant to Item 404 of Regulation S-K of the Exchange Act;

(viii) any real property lease or sublease to which the Company or any of its Subsidiaries is a party that contemplates annual payments in excess of $1,000,000;

(ix) any Contract (other than any of the Collective Agreements or the Exchangeable Debentures Indenture) entered into after the Split-Off Date involving the acquisition or disposition, directly or indirectly (by merger or otherwise), of a business or the capital stock or other equity interests of another Person for aggregate consideration (in one or a series of related transactions) under such Contract of $1,000,000 or more;

(x) any collective bargaining agreement or other Contract with any labor union or other employee representative or Group;

(xi) any Contract with any counterparty set forth on Section 3.20(a)(xi) of the Parent Disclosure Letter;

(xii) any Split-Off Tax Treatment Agreement; or

(xiii) any Contract that commits the Company or any of its Subsidiaries to enter into any of the foregoing.

(b) The Company has made available to Parent, prior to the date hereof, true, correct and complete copies of all Company Material Contracts.

(c) (i) Neither the Company nor any of its Subsidiaries nor, to the knowledge of the Company, any other party to a Company Material Contract, is in breach or violation of, or in default under, any Company Material Contract, (ii) with respect to either the Company or any of its Subsidiaries or, to the knowledge of the Company, any other party to a Company Material Contract, no event has occurred or circumstance exists which would reasonably be expected to result in a breach or violation of, or a default under, any Company Material Contract, in each case, with or without notice or lapse of time or both, and (iii) each Company Material Contract is valid and binding on the Company or one or more of its Subsidiaries, as applicable, and, to the knowledge of the Company, each other party thereto, and is enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, rehabilitation, liquidation, preferential transfer, moratorium and similar Laws now or hereafter affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at equity or law), and is in full force and effect with respect to each of the Company and one or more of its Subsidiaries, as applicable, and, to the knowledge of the Company, each other party thereto, in the case of each of the foregoing, other than as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents.
Section 3.21  **Anti-takeover Statutes.** Assuming the accuracy of the representations and warranties of Parent, Merger Sub and Merger LLC set forth in Section 4.13, no “fair price,” “business combination,” “control share acquisition” or other similar anti-takeover statute or regulation in any jurisdiction applies or purports to apply to the Transaction Documents and the Voting Agreement, and the transactions contemplated hereby and thereby.

Section 3.22  **Ownership in Parent.** As of the date of this Agreement, the Company holds directly or indirectly 11,076,672 shares of Parent Common Stock, and LEXEB LLC holds directly 12,799,999 shares of Parent Class B Common Stock (such shares of Parent Common Stock and Parent Class B Stock collectively, the “Company Owned Parent Shares”). All of the Company Owned Parent Shares are owned free and clear of any and all Encumbrances other than any Permitted Encumbrances described in clause (i) or (j) of the definition thereof. Except for the Company Owned Parent Shares or pursuant to any Collective Agreement, the Company does not beneficially own any Parent Common Shares or any options or other rights to purchase or receive Parent Common Shares.

Section 3.23  **Brokers and Other Advisors.** Except for fees payable to Moelis pursuant to an engagement letter, a copy of which has been provided to Parent, no Person is entitled to any broker’s, finder’s, financial advisor’s or other similar fee or commission payable by the Company or its Affiliates in connection with the Transaction Documents or the transactions contemplated hereby and thereby based upon arrangements made by or on behalf of the Company or any of its Affiliates.

Section 3.24  **Opinion of Financial Advisor.** The Company Board has received the opinion of Moelis, financial advisor to the Company, to the effect that, as of the date of such opinion and subject to the assumptions, limitations, qualifications and other matters considered in connection with the preparation thereof as set forth therein, the Exchange Ratio in the Merger is fair from a financial point of view to the Company Stockholders, other than Parent, Diller, the Malone Group and their respective Affiliates.

Section 3.25  **Disclosure Documents.** The information with respect to the Company or any of its Subsidiaries that the Company supplies to Parent specifically for use in the Registration Statement, or any amendment or supplement thereto will not, at the time the Registration Statement is declared effective by the SEC (or, with respect to any post-effective amendment or supplement, at the time such post-effective amendment or supplement becomes effective) or on the date that the Proxy Statement is first mailed to the Company Stockholders or at the time of the Company 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. The representations and warranties contained in this Section 3.25 do not apply to statements or omissions included or incorporated by reference in the Registration Statement or the Proxy Statement based upon information supplied to the Company by Parent or Merger Sub or Merger LLC or any of their respective Representatives specifically for use or incorporation by reference therein.

Section 3.26  **Investigation by the Company; Limitation on Warranties.** The Company has conducted its own independent review and analysis of the business, operations, assets, Liabilities, results of operations and financial condition of Parent and acknowledges that the Company has been provided access to personnel, properties, premises and records of Parent for such purposes. In entering into this Agreement, except as expressly provided herein, the Company acknowledges that it has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Parent or any of its directors, officers, stockholders, employees, affiliates, agents, advisors or representatives that are not expressly set forth in this Agreement, whether or not such representations, warranties or statements were made in writing or orally.
ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PARENT, MERGER SUB AND MERGER LLC

Except as set forth in (a) the Parent SEC Documents filed prior to the date of this Agreement (other than any disclosure set forth under “Risk Factors” or any “forward-looking statements” section or that are similarly cautionary, non-specific or predictive in nature) or (b) the corresponding section of the Parent Disclosure Letter (it being agreed that disclosure of any item in any section of the Parent Disclosure Letter shall be deemed disclosed with respect to any other section but only to the extent the relevance of a disclosure or statement therein to a section of this Article IV is reasonably apparent on its face) (provided, that, in no event will any disclosure in the Parent SEC Documents qualify or limit the representations and warranties in Sections 4.1 (Organization; Standing and Power), 4.2 (Capitalization), 4.3 (Authorization), 4.9 (Tax Matters), 4.10 (Brokers and Other Advisors), 4.12 (Investigation by Parent; Limitation on Warranties) or 4.13 (Ownership of Company Common Stock) of this Agreement), Parent, Merger Sub and Merger LLC represent and warrant to the Company as follows:

Section 4.1 Organization; Standing and Power. (a) Parent is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware, (b) Merger Sub is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware, (c) Merger LLC is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware, (d) each of Parent, Merger Sub and Merger LLC has all requisite corporate or other power and authority to own, lease and operate its properties and to carry on its business as currently conducted and (e) each of Parent, Merger Sub and Merger LLC is duly qualified or licensed to do business as a foreign corporation and foreign entity, respectively, and is in good standing (with respect to jurisdictions which recognize such concept), in each jurisdiction where the characterization of the properties owned, leased or operated by it or the nature of its activities makes such qualification or licensing necessary, except in the cases of clauses (d) and (e) as would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents. Parent has made available to the Company, prior to the date hereof, a true, complete and correct copy of the organizational documents of Merger Sub and Merger LLC, in each case, in effect as of the date of this Agreement.

Section 4.2 Capitalization.

(a) The authorized capital stock of Parent consists of (i) one billion six hundred million (1,600,000,000) shares of Parent Common Stock, par value $0.0001 per share, (ii) four hundred million (400,000,000) shares of Parent Class B Common Stock, par value $0.0001 per share and (iii) one hundred million (100,000,000) shares ofParent Preferred Stock, par value $0.001 per share, issuable in series. No other shares of capital stock of, or other equity or voting interests in, Parent are authorized.

(b) As of the close of business on April 10, 2019, (i) 233,317,289 shares of Parent Common Stock were issued and 135,961,581 shares of Parent Common Stock were outstanding (in each case including 2,980 shares of Parent Restricted Stock issued and outstanding), (ii) 12,799,999 shares of Parent Class B Common Stock were issued and outstanding, (iii) no shares of Parent Preferred Stock were issued and outstanding, (iv) 97,355,708 shares of Parent Common Stock were held in treasury by Parent or owned by its Subsidiaries and no shares of Parent Class B Common Stock were held in treasury by Parent or owned by its Subsidiaries, (v) 6,521,151 shares of Parent Common Stock and no shares of Parent Class B Common Stock, in each case, were reserved for issuance pursuant to Parent’s equity incentive plans, (vi) 4,569,460 shares of Parent Common Stock and no shares of Parent Class B Common Stock, in each case, were underlying outstanding share-settled Parent RSUs, (vii) cash-settled Parent RSUs corresponding to 18,636 shares of Parent Common Stock were issued and outstanding, (viii) 16,334,855 shares of Parent Common Stock and no shares of Parent Class B Common Stock, in each case, were reserved for issuance upon the exercise of outstanding unexercised Parent Stock Options, (ix) 40,108 shares of Parent Common Stock were underlying outstanding Parent SARs, (x) 2,630 shares of Parent Common Stock were underlying outstanding Share Units and (xi) no other shares of capital stock of, or other equity interests in, Parent were issued, reserved for issuance or outstanding. All of the outstanding shares of capital stock of Parent have been duly authorized and validly issued, and are fully paid and non-assessable and were issued in compliance with applicable securities Laws. Except as provided by any Collective Agreement, there are no preemptive or similar rights granted by Parent to any holders of any class of securities of Parent.

(c) Except as listed on Section 4.2(c) of the Parent Disclosure Letter, Parent does not have outstanding any bonds, debentures, notes or other obligations the holders of which have the right to vote (or which are convertible into or exercisable for securities having the right to vote) with Parent Stockholders on any matter (“Voting Parent Debt”).
(d) Except as set forth in Section 4.2(d) above, pursuant to any Collective Agreement, or as listed on Section 4.2(d) of the Parent Disclosure Letter, other than Parent Equity Awards, there are not, as of the date of this Agreement, any options, warrants, rights, convertible or exchangeable securities, "phantom" stock rights, stock appreciation rights, restricted stock units, stock-based performance units, commitments, Contracts, arrangements or undertakings of any kind to which Parent is a party or by which Parent is bound (i) obligating Parent to issue, deliver or sell or cause to be issued, delivered or sold, additional shares of capital stock of, or other equity interests in, or any security convertible into or exercisable for or exchangeable into any capital stock of, or other equity interest in, Parent or any Voting Parent Debt, (ii) obligating Parent to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, Contract, arrangement or undertaking or (iii) that give any Person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights accruing to holders of capital stock of, or other equity interests in, Parent. As of the date of this Agreement, except pursuant to any Collective Agreement, there are no outstanding contractual obligations of Parent to repurchase, redeem or otherwise acquire any shares of capital stock of Parent. Except pursuant to any Collective Agreement, there are no proxies, voting trusts or other agreements or understandings to which Parent is a party or is bound with respect to the voting of the capital stock of, or other equity interests in, Parent.

(e) The authorized capital stock of Merger Sub consists solely of one hundred (100) shares of Merger Sub common stock. As of the date of this Agreement, there are one hundred (100) shares of Merger Sub common stock issued and outstanding, all of which are held directly by Merger LLC. All of the outstanding shares of Merger Sub common stock have been duly authorized and validly issued and are fully paid and non-assessable and free of preemptive rights.

(f) The authorized capital interests of Merger LLC consist solely of membership interests, all of which are held directly by Parent. All of the outstanding membership interests of Merger LLC have been duly authorized and validly issued.

(g) The shares of Parent Common Stock to be issued as part of the Merger Consideration and pursuant to Section 2.8 have been duly authorized and, when issued and delivered in accordance with the terms of this Agreement, will have been validly issued and will be fully paid and non-assessable and the issuance thereof will not be subject to any preemptive or other similar right.

Section 4.3 Authorization.

(a) Each of Parent, Merger Sub and Merger LLC has all requisite corporate power and authority to execute and deliver the Transaction Documents to which it is a party, the New Governance Agreement and the Voting Agreement, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of the Transaction Documents to which any of Parent, Merger Sub and Merger LLC is a party, the New Governance Agreement and the Voting Agreement and the consummation by Parent, Merger Sub and Merger LLC of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate or other action on the part of Parent, Merger Sub and Merger LLC, and no other proceedings on the part of Parent, Merger Sub and Merger LLC are necessary to authorize the execution and delivery of the Transaction Documents, the New Governance Agreement, the Voting Agreement or the consummation of the transactions contemplated hereby and thereby, other than the approval of the adoption of this Agreement by the sole stockholder of Merger Sub. Merger LLC has taken or will take all action as is necessary or advisable to authorize the Upstream Merger in accordance with Merger LLC’s governing documents and Section 267 of the DGCL and Section 18-209(i) of the LLC Act, and such authorization is and shall be the only limited liability company authorization of Merger LLC necessary to authorize the Upstream Merger. This Agreement has been duly and validly executed and delivered by Parent, Merger Sub and Merger LLC and, assuming the due execution and delivery by the Company, constitutes the valid and binding obligation of Parent, Merger Sub and Merger LLC, enforceable against Parent, Merger Sub and Merger LLC in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, rehabilitation, liquidation, preferential transfer, moratorium and similar Laws now or hereafter affecting creditors’ rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at equity or law).

(b) The Special Committee has unanimously (i) determined that the Transaction Documents, the New Governance Agreement, and the Voting Agreement, and the transactions contemplated hereby and thereby, are advisable and fair to, and in the best interests of, Parent and the Parent Stockholders (other than Diller, the Company, and each of their respective Affiliates) and (ii) resolved to recommend that the Parent Board approve and declare advisable the Transaction Documents, the New Governance Agreement, and the Voting Agreement, and the transactions contemplated hereby and thereby (including for purposes of Section 203 of the DGCL).

(c) The Parent Board, upon the unanimous recommendation of the Special Committee, has (i) determined that the Transaction Documents, the New Governance Agreement, and the Voting Agreement, and the transactions contemplated hereby and thereby, are advisable and fair to, and in the best interests of, Parent and the Parent Stockholders (other than Diller, the Company, and each of their respective Affiliates), (ii) approved and declared advisable the Transaction Documents, the New Governance Agreement, and the Voting Agreement, and the transactions contemplated hereby and thereby, and (iii) approved the Transaction Documents and the New Governance Agreement, as applicable, for purposes of Section 203 of the DGCL.

(d) The Merger Sub Board has unanimously (i) determined that this Agreement and the transactions contemplated hereby are advisable and fair to, and in the best interests of, Merger Sub and its sole stockholder, (ii) approved and declared advisable this Agreement and the transactions contemplated hereby, (iii) resolved to recommend that the sole stockholder of Merger Sub approve the adoption of this Agreement and (iv) directed that this Agreement be submitted to the sole stockholder of Merger Sub for adoption.

(e) The sole member of Merger LLC has (i) determined that this Agreement and the transactions contemplated hereby are advisable and fair to, and in the best interests of, Merger LLC and its sole member, (ii) approved and declared advisable this Agreement and the transactions contemplated hereby and (iii) taken or will take all action as is necessary or advisable to cause Merger LLC to authorize the Upstream Merger in accordance with Merger LLC’s governing documents and Section 267 of the DGCL and Section 18-209(i) of the LLC Act.

(f) There is no vote of the holders of any class or series of capital stock of Parent necessary to adopt the Transaction Documents, the New Governance Agreement or the Voting Agreement or to consummate the transactions contemplated hereby and thereby under applicable Law or under the Parent Charter or Parent Bylaws.
Section 4.4 Consents and Approvals; No Violations.

(a) The execution, delivery and performance by Parent, Merger Sub and Merger LLC of the Transaction Documents to which it is a party, the execution, delivery and performance by Parent of the New Governance Agreement and the Voting Agreement and the consummation by Parent, Merger Sub and Merger LLC of the transactions contemplated hereby and thereby do not and will not require any filing or registration with, notification to, or authorization, permit, license, declaration, Order, consent or approval of any Governmental Authority by Parent, Merger Sub and Merger LLC other than as may be required by the HSR Act, (ii) the filing with the SEC of (A) the Registration Statement and (B) such reports under the Exchange Act as may be required in connection with the Transaction Documents, the Voting Agreement, and the New Governance Agreement, and the transactions contemplated hereby and thereby, (iii) such clearances, consents, approvals, Orders, licenses, authorizations, registrations, declarations, permits, filings and notifications as may be required under applicable U.S. federal and state or foreign securities Laws or the rules and regulations of NASDAQ, (iv) the filing of the Upstream Merger Certificate or other documents as required by the DGCL and the LLC Act or (v) any other filings, registrations, notifications, authorizations, permits, licenses, declarations, Orders, consents or approvals the absence of which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Parent and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents.

(b) Except as set forth on Section 4.4(b) of the Parent Disclosure Letter, the execution, delivery and performance by Parent, Merger Sub and Merger LLC of the Transaction Documents to which it is a party, the execution, delivery and performance by Parent of the New Governance Agreement and the Voting Agreement and the consummation by Parent, Merger Sub and Merger LLC of the transactions contemplated hereby and thereby, do not and will not (1) conflict with or violate any provision of the Parent Charter or Parent Bylaws or the certificate of incorporation or bylaws of Merger Sub or Merger LLC, (2) conflict with or violate any Law applicable to Parent, Merger Sub or Merger LLC or by which any property or asset of Parent, Merger Sub or Merger LLC is bound, (3) require any consent or notice, or result in any violation or breach of, or conflict with, or constitute (with or without notice or lapse of time or both) a default (or give rise to any right of purchase, termination, amendment, acceleration or cancellation) under, result in the loss of any benefit under, or result in the triggering of any payments or requirements to purchase or redeem pursuant to, any of the terms, conditions or provisions of any Contract to which Parent or any of its Subsidiaries is a party or by which any property or asset of Parent or any of its Subsidiaries is bound or (4) result in the creation of an Encumbrance (except for Permitted Encumbrances) on any property or asset of Parent, Merger Sub, or Merger LLC, except, with respect to clauses (ii), (iii) and (iv) of this Section 4.4(b) as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Parent and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents.

(c) No material filings or notifications are required pursuant to any Competition Law (other than the HSR Act) with respect to the transactions contemplated by this Agreement other than filings and notifications under such Competition Laws that would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Parent and its Subsidiaries, taken as a whole, or prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents. For purposes of this Section 4.4, the term “Governmental Authority” shall include NASDAQ.

Section 4.5 SEC Reports and Financial Statements.

(a) Parent has timely filed, or furnished to, as applicable, the SEC all registration statements, prospectuses, reports, forms, statements, schedules, certificates and other documents required to be filed or furnished by Parent since January 1, 2017 (together with all exhibits and schedules thereto and all information incorporated therein by reference, the “Parent SEC Documents”). As of their respective dates, or if amended, as of the date of the last such amendment, the Parent SEC Documents (i) were prepared in accordance and complied in all material respects with the requirements of the Sarbanes Act, the Securities Act and the Exchange Act (to the extent then applicable) and (ii) did not contain any untrue statement of a material fact or omit to state a 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.

(b) Each of the consolidated financial statements (including, in each case, any related notes thereto) contained in or incorporated by reference in the Parent SEC Documents (the “Parent Financial Statements”), (i) complied, as of its respective date of filing with the SEC, in all material respects with the published rules and regulations of the SEC with respect thereto, (ii) was prepared in accordance with Regulation S-X under the Exchange Act and with GAAP applied on a consistent basis during the periods indicated (except as may be indicated in the notes thereto or, in the case of unaudited interim financial statements, as may be permitted by the SEC on Form 10-Q under the Exchange Act) and (iii) fairly presented in all material respects the consolidated financial position of Parent and its Subsidiaries as of the respective dates thereof and the consolidated results of Parent and its Subsidiaries’ operations and cash flows for the periods indicated (except that the unaudited interim financial statements were or will be subject to normal and recurring year-end and quarter-end adjustments that are not in the aggregate material).
(c) Parent has maintained disclosure controls and procedures and internal control over financial reporting (as such terms are defined in Rules 13a-15 and 15d-15 under the Exchange Act) substantially as required by Rules 13a-15 and 15d-15 under the Exchange Act. Parent’s disclosure controls and procedures are reasonably designed to ensure that all information (both financial and non-financial) required to be disclosed by Parent in the reports that it files or furnishes under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to Parent’s management as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes Act. Parent’s management has completed an assessment of the effectiveness of Parent’s internal controls and procedures and, to the extent required by applicable Law, presented in any applicable Parent SEC Document, or any amendment thereto, its conclusions about the effectiveness of the internal control structures and procedures as of the end of the period covered by such report or amendment based on such evaluation. Based on Parent management’s most recently completed assessment of Parent’s internal controls over financial reporting, (i) Parent had no significant deficiencies or material weaknesses in the design or operation of its internal controls that would reasonably be expected to adversely affect Parent’s ability to record, process, summarize and report financial data and (ii) Parent does not have knowledge of any fraud, whether or not material, that involves management or other employees who have a significant role in Parent’s internal controls.

(d) To the knowledge of Parent as of the date hereof, there are no outstanding or unresolved comments in any comment letters from the Staff of the SEC relating to the Parent SEC Documents and received by Parent prior to the date hereof that would, individually or in the aggregate, reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents. None of the Parent SEC Documents filed on or prior to the date hereof is, to the knowledge of Parent as of the date hereof, subject to ongoing SEC review or investigation, that would, individually or in the aggregate, reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents.

(e) Except as set forth on Section 4.5(e) of the Parent Disclosure Letter, Parent is in compliance with the applicable listing and corporate governance rules and regulations of NASDAQ except as would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents.

Section 4.6 No Undisclosed Liabilities. Except as reflected or reserved against in the balance sheet of Parent dated December 31, 2018 included in the Form 10-K filed by Parent with the SEC on February 8, 2019 (or described in the notes thereto), neither Parent nor any of its Subsidiaries has any Liabilities except (a) Liabilities incurred since December 31, 2018 in the ordinary course of business consistent with past practice, (b) Liabilities incurred in connection with the Transaction Documents or the transactions contemplated hereby and thereby and (c) Liabilities that would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents. Neither Parent nor any of its Subsidiaries is a party to, or has any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar Contract or arrangement (including any Contract or arrangement relating to any transaction or relationship between or among Parent and any of its Subsidiaries, on the one hand, and any unconsolidated Affiliate, including any structured finance, special purpose or limited purpose entity or Person, on the other hand, or any material “off-balance sheet arrangement” (as defined in Item 303(a) of Regulation S-K of the Exchange Act)), where the result, purpose or intended effect of such Contract or arrangement is to avoid disclosure of any material transaction involving, or material Liabilities of, Parent or any of its Subsidiaries in the Parent Financial Statements or Parent SEC Documents.

Section 4.7 Litigation. As of the date hereof, there are no Actions pending or, to the knowledge of Parent, threatened against Parent or any of its Subsidiaries or any of its or their respective properties or assets that would, individually or in the aggregate, reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents. As of the date hereof, neither Parent nor any of its Subsidiaries (or any of its or their respective properties or assets) is subject to or bound by any Order and Parent and each of its Subsidiaries, as applicable, have complied with, and are now in compliance with, all such Orders, except, in each case, as would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents.
Section 4.8  Compliance with Applicable Laws.

(a) Parent and each of its Subsidiaries have, since January 1, 2017, complied, and are in compliance, in each case, with all applicable Laws, except as would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents. (i) To the knowledge of Parent, no investigation or review by any Governmental Authority with respect to Parent or any of its Subsidiaries is pending or threatened that would, individually or in the aggregate, reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents and (ii) no Governmental Authority has indicated in writing to Parent or any of its Subsidiaries prior to the date hereof an intention to conduct any such investigation or review.

(b) None of Parent or any of its Subsidiaries (i) hold all material Governmental Permits necessary for the lawful conduct of their respective businesses or ownership of their respective assets and properties, and all such Governmental Permits are in full force and effect and (ii) are in material compliance with all terms and conditions of such Governmental Permits and, to the knowledge of Parent, no such Governmental Permits are subject to any formal revocation, withdrawal, suspension, cancellation, termination or modification action by the issuing Governmental Authority that would reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by this Agreement.

(c) As of the date hereof, Parent is not required to register as an “investment company” under the Investment Company Act of 1940.

(d) For purposes of this Section 4.8, the term “Governmental Authority” shall include NASDAQ.

Section 4.9  Tax Matters.

(a) All of the issued and outstanding shares of common stock of Merger Sub have been validly issued, are fully paid and non-assessable and are owned directly by Merger LLC, free and clear of any Encumbrances.

(b) Merger LLC is disregarded as an entity separate from its owner, Parent, for U.S. federal tax purposes pursuant to Treasury Regulations Section 301.7701-3(b)(1)(ii).

(c) Neither Parent nor any of its Subsidiaries knows of any fact, agreement, plan or other circumstance that would reasonably be expected to (i) prevent or preclude the Combination from qualifying as a “reorganization” described in Section 368(a) of the Code, (ii) cause the Split-Off to fail to qualify as a tax-free distribution under Sections 355 and 361 of the Code to Qurate and the holders of Liberty Ventures Common Stock that received Company Common Stock in the Split-Off (except with respect to any cash received in lieu of fractional shares) or (iii) prevent or preclude Parent from making the Parent Tax Opinion Representations.

(d) As of the date hereof, the representations set forth in the Parent Signing Split-Off Tax Opinion Representation Letter are true and correct in all material respects.

(e) Parent is not aware of any fact, agreement, plan or other circumstance, and has not taken or failed to take any action, which fact, agreement, plan, circumstance, action or omission would preclude Parent from delivering the Parent Closing Split-Off Tax Opinion Representation Letter and the Parent Reorganization Tax Opinion Representation Letter immediately prior to the Closing.

(f) After consultation with Parent Tax Counsel, Parent is not aware of any fact or circumstance which would or reasonably could prevent Parent Tax Counsel from delivering the Parent Reorganization Tax Opinion, assuming delivery to Parent Tax Counsel of the Parent Reorganization Tax Opinion Representation Letter and the Company Reorganization Tax Opinion Representation Letter.

(g) To the knowledge of Parent, all statements of fact contained in the Split-Off Signing Tax Opinion, the 2016 Opinion, the Tax Sharing Agreement, the Reorganization Agreement and the Signing Split-Off Tax Opinion Representation Letters are true, accurate and complete in all material respects.

(h) None of Parent, Merger Sub or Merger LLC is a party to any Split-Off Tax Treatment Agreement.

(i) Parent is not aware of any fact which Parent believes will give rise to an indemnification obligation of the Company relating to the Split-Off Tax Treatment under the Tax Sharing Agreement, the basis for which claim exists or will exist prior to the Closing (it being agreed and understood that any fact related to the Combination and the transactions contemplated by the Collective Agreements shall not constitute a fact that violates this Section 4.9(i)).
Section 4.10 Brokers and Other Advisors. Except for fees payable to PJT and as set forth on Section 4.10 of the Parent Disclosure Letter, no Person is entitled to any broker’s, finder’s, financial advisor’s or other similar fee or commission payable by Parent or its Subsidiaries in connection with the Transaction Documents or the transactions contemplated hereby and thereby based upon arrangements made by or on behalf of Parent or any of its Subsidiaries.

Section 4.11 Disclosure Documents. The information with respect to Parent or any of its Subsidiaries (including Merger Sub or Merger LLC) that Parent supplies to the Company specifically for use in the Registration Statement, or any amendment or supplement thereto will not, at the time the Registration Statement is declared effective by the SEC (or, with respect to any post-effective amendment or supplement, at the time such post-effective amendment or supplement becomes effective) or on the date that the Proxy Statement is first mailed to the Company Stockholders or at the time of the Company 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. The representations and warranties contained in this Section 4.11 do not apply to statements or omissions included or incorporated by reference in the Registration Statement or the Proxy Statement based upon information supplied to Parent by the Company or any of their respective Representatives specifically for use or incorporation by reference therein.

Section 4.12 Investigation by Parent; Limitation on Warranties. Parent has conducted its own independent review and analysis of the business, operations, assets, Liabilities, results of operations and financial condition of the Company and acknowledges that Parent has been provided access to personnel, properties, premises and records of the Company for such purposes. In entering into this Agreement, except as expressly provided herein, Parent acknowledges that it has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by the Company or any of its directors, officers, stockholders, employees, affiliates, agents, advisors or representatives that are not expressly set forth in this Agreement, whether or not such representations, warranties or statements were made in writing or orally.

Section 4.13 Ownership of Company Common Stock. Except as set forth on Section 4.13 of the Parent Disclosure Letter, as of the date of this Agreement and since the Split-Off Date, Parent does not beneficially own, and has not beneficially owned, any shares of Company Common Stock, nor any Convertible Securities of the Company. Except as set forth on Section 4.13 of the Parent Disclosure Letter, from and after the Split-Off Date, neither Parent nor any of its Affiliates has taken any action that has, directly or indirectly, caused any “fair price,” “business combination,” “control share acquisition” or other similar anti-takeover statute or regulation in any jurisdiction to apply or purport to apply to the Transaction Documents and the transactions contemplated hereby and thereby.

Section 4.14 Operations of Merger Sub and Merger LLC. Each of Merger Sub and Merger LLC has been formed solely for the purpose of engaging in the Combination and, from the date of their formation until the Effective Time, neither Merger Sub nor Merger LLC have or will have engaged in any activities or incurred any liabilities or obligations other than other than in connection with the Transaction Documents and the New Governance Agreement and the transactions contemplated hereby and thereby.
ARTICLE V

COVENANTS

Section 5.1 Conduct of the Company’s Business Pending the Effective Time. From the date hereof until the Effective Time, except (x) as expressly required or expressly permitted by this Agreement or any other Transaction Document, or as expressly required by any Governance Instrument in effect as of the date hereof, (y) as consented to in writing by Parent (which consent shall not be unreasonably conditioned, withheld or delayed) or (z) as set forth in Section 5.1 of the Company Disclosure Letter, the Company will, and will cause each of its Subsidiaries to, (i) conduct its business in the ordinary course consistent with past practice and (ii) use reasonable best efforts to preserve intact its business organization and goodwill and relationships with material customers, suppliers, licensors, licensees, distributors and other third parties. In addition to and without limiting the generality of the foregoing, from the date hereof until the Effective Time, except (1) as expressly required or expressly permitted by this Agreement or any other Transaction Document, or as expressly required by any Governance Instrument in effect as of the date hereof, (2) as consented to in writing by Parent (which consent shall not, except in the cases of clauses (a), (b)(i), (b)(ii), (c)(i), (c)(ii), (d)(i), (e), (i) and (l)(i) below, be unreasonably conditioned, withheld or delayed) or (3) as set forth in the Company Disclosure Letter:

(a) Governing Documents. The Company shall not amend or propose to amend the Company Charter or Company Bylaws and shall cause each of its Subsidiaries not to amend or propose to amend its respective certificate of incorporation or bylaws or similar organizational or governing documents.

(b) Issuance of Securities. The Company shall not, and shall cause each of its Subsidiaries not to, (i) authorize for issuance, issue or deliver, sell or transfer or agree or commit to issue, deliver, sell or transfer any shares of capital stock of or other equity interest in the Company or any of its Subsidiaries or Convertible Securities or other rights of any kind to acquire, any shares of capital stock of or any other equity interest in the Company or any of its Subsidiaries, other than the issuance of Company Common Stock pursuant to Company Equity Awards issued under the Company Plans and outstanding as of the date of this Agreement, (ii) amend or modify any term or provision of any of its outstanding equity securities or (iii) accelerate or waive any restrictions pertaining to the vesting of any Company Equity Awards, warrants or other rights of any kind to acquire any shares of capital stock or other equity interests in the Company.

(c) No Dispositions. The Company shall not, and shall cause each of its Subsidiaries not to, sell, pledge, dispose of, transfer, lease, license, exercise, convert or encumber, or authorize the sale, pledge, disposition, transfer, lease, license, exercise, conversion or encumbrance of, (i) any tangible or intangible property or assets of the Company or any of its Subsidiaries, except (A) sales of products and services in the ordinary course of business consistent with past practice, (B) non-exclusive licenses in connection with the marketing, promotion or sales of products and services in the ordinary course of business consistent with past practice, (C) pledges or other encumbrances to the extent they are a Permitted Encumbrance or (D) to the Company or a Wholly Owned Subsidiary of the Company, (ii) any Company Owned Parent Shares or (iii) any Convertible Securities issued by the Company outstanding on the date hereof.

(d) No Acquisitions. The Company shall not, and shall cause each of its Subsidiaries not to, (i) acquire or agree to acquire, directly or indirectly, by merger, consolidation or otherwise, or by purchasing an equity interest in, or a portion of, any properties or assets constituting all or part of any business, other than inventory in the ordinary course of business consistent with past practice or (ii) merge or consolidate with any other Person or adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of the Company or any of its Subsidiaries.

(e) Dividends; Changes in Stock. The Company shall not, and shall cause each of its Subsidiaries not to, and shall not propose or commit to (and shall cause each of its Subsidiaries not to propose or commit to), (i) declare, set aside, make or pay any dividend or make any other distribution (whether payable in cash, stock, property or a combination thereof) with respect to any of the capital stock of or other equity interests of the Company or any of its Subsidiaries (other than any dividend or distribution by a Wholly Owned Subsidiary of the Company to the Company or another Wholly Owned Subsidiary of the Company) or enter into any voting agreement with respect to the capital stock or other equity interests of the Company or any Subsidiary of the Company, (ii) reclassify, combine, split or subdivide any capital stock or other equity interests of the Company or any Subsidiary of the Company or issue or authorize the issuance of any other securities in respect of, in lieu of, or in substitution for, shares of capital stock or other equity interests of the Company or any Subsidiary of the Company, or (iii) redeem, purchase or otherwise acquire, directly or indirectly, any shares of capital stock of or other equity interests in the Company or any of its Subsidiaries (other than in connection with the exercise, settlement or vesting of any Company Equity Awards).

42
(f) **Investments; Indebtedness.** The Company shall not, and shall cause each of its Subsidiaries not to, or otherwise agree to (i) make any loans, advances or capital contributions to, or investments in, any other Person, other than investments by the Company or a Wholly Owned Subsidiary of the Company to or in any Wholly Owned Subsidiary of the Company in the ordinary course of business consistent with past practice, (ii) incur, assume or modify any Indebtedness or (iii) assume, guarantee, endorse, grant an Encumbrance on any of its assets as security or otherwise become liable or responsible (directly or contingently) for Indebtedness of another Person.

(g) **Material Contracts.** The Company shall not, and shall cause each of its Subsidiaries not to (i) cancel, terminate, extend, renew or materially amend any Company Material Contract, (ii) waive, release or assign, in any respect, any material rights or obligations under any Company Material Contract, (iii) enter into any Contract which would have been a Company Material Contract pursuant to clause (i), (iii), (iv), (v), (vi), (vii), (ix), (x), (xi), (xii) and (to the extent relating to the foregoing, (xiii)) of the definition thereof if entered into prior to the date hereof or (iv) give any notice pursuant to Section 3.2(b) of the Services Agreement (other than as contemplated by the agreements set forth in Section 3.20(q)(vii) of the Company Disclosure Letter).

(h) **Benefits Changes.** Except as required under applicable Law or the terms of any Company Plan as in effect on the date of this Agreement, the Company shall not, and shall cause each of its Subsidiaries not to (i) increase the compensation or benefits of, or grant, provide or increase any bonus, severance, change of control or retention payments or benefits to, any Company Employee or non-employee director, other than (A) in the event that the Closing does not occur by January 1, 2020, annual wage increases for Vitalize employees scheduled for, and effective as of, January 1, 2020, which shall not exceed 4% in the aggregate (the “Annual Adjustment”) and (B) increases in the wages of any Company Employee or non-employee director outside of the Annual Adjustment, and grants of retention payments to any Company Employee or non-employee director, in amounts not greater than $33,000 per month in the aggregate for all such increases pursuant to this clause (B) beginning on the date hereof, such amounts to rollover to subsequent months if not used; provided that the increases applicable to any individual shall not exceed $10,000; (ii) make or forgive any loans or advances to, any Company Employee or non-employee director; (iii) establish, adopt, or enter into any new collective bargaining, pension, other retirement, deferred compensation, equity or equity-like compensation, or other compensation or benefit agreement, plan or arrangement for the benefit of any current or former Company Employee or non-employee director that is not otherwise provided for in this Section 5.1(b), other than in relation to changes to health and welfare plans in the ordinary course of business consistent with past practice, the cost of which are not material; (iv) amend or modify any existing Company Plan, other than changes to health and welfare plans in the ordinary course of business consistent with past practice, the cost of which are not material; (v) accelerate the payment of compensation or benefits to any Company Employee or non-employee director; (vi) renew or enter into any modification of any collective bargaining agreement or implement or announce any reduction in labor force (other than individual employee terminations with respect to Company Employees with a title or role lower than Vice President in the ordinary course of business consistent with past practice (provided, that for the avoidance of doubt, the Company shall be permitted to terminate Company Employees with a title or role of Vice President or higher for cause)); or mass lay-offs; (vii) provide any funding for any rabbi trust or similar arrangement; or (viii) hire any new employees (or promote any existing employees) outside the ordinary course of business consistent with past practice, otherwise than (A) as is consistent with the Vitalize Budget and set forth in Section 5.1(b)(viii)(A) of the Company Disclosure Letter or (B) if not included in such Vitalize Budget, such that the annual wages and bonuses offered to such new employees do not exceed 5% on an aggregate basis of the budgeted amount for new employee wages and bonuses as set forth in Section 5.1(b)(viii)(A) of the Company Disclosure Letter.

(i) **Accounting Matters.** The Company shall not change its method of accounting, except as required by changes in GAAP or Regulation S-X under the Exchange Act or (ii) as may be required by a change in applicable Law. The Company shall not, and shall cause each of its Subsidiaries not to, change its or any such Subsidiary’s fiscal year.

(j) **Tax Matters.** Except as required by applicable Law, the Company shall not, and shall not permit any of its Subsidiaries to, (i) make or change any material Tax election, (ii) settle or compromise any material Tax Liability with any Governmental Authority, (iii) surrender any right to claim a material refund of Taxes, (iv) consent to any extension or waiver of the limitation period applicable to any material Tax claim or assessment relating to the Company or any of its Subsidiaries, (v) change any material method of Tax accounting, (vi) enter into any a closing agreement pursuant to Section 7121 of the Code (or any similar provision of state, local or foreign law); or (vii) apply for any Tax ruling.
(k) **Capital Expenditures.** The Company shall not, and shall cause each of its Subsidiaries not to, authorize, or enter into any commitment for, any capital expenditures (including, for the avoidance of doubt, purchases of fixed assets and capitalization of website and software development costs) that would result in the aggregate amount of such capital expenditure authorizations, commitments and spend at any point in time from and after the date of this Agreement exceeding 110% of the aggregate year-to-date amount budgeted set forth in the Vitalize Budget under “Capital Expenditures” and “IDS.”

(l) **Lines of Business/New Subsidiaries.** The Company shall not, and shall cause each of its Subsidiaries not to, (i) enter into any new line of business other than the lines of business in which the Company and its Subsidiaries are currently engaged as of the date of this Agreement or (ii) establish any new Subsidiary, or any joint venture or other partnership, collaboration or similar arrangement, unless such joint venture, partnership, collaboration or similar arrangement is between Vitalize or any of its Subsidiaries, on the one hand, and a third party, on the other hand, and is not material to Vitalize.

(m) **Discharge of Liabilities.** Except as expressly permitted in this Agreement, the Company shall not, and shall cause each of its Subsidiaries not to, pay, discharge, settle or compromise, or fail to defend, any Actions before any Governmental Authority or consent to the entry of any Order in connection therewith, other than (i) in the ordinary course of business consistent with past practice where the amounts paid or to be paid by the Company and its Subsidiaries are in an amount less than $1,000,000 in the aggregate (net of amounts covered by (and actually received in respect of) insurance policies of the Company and its Subsidiaries), (ii) that do not involve the admission of wrongdoing by the Company or any of its Subsidiaries and (iii) that do not impose restrictions (in any material respect) on the business of the Company or any of its Subsidiaries, or on the Surviving Corporation or the Surviving Company, as applicable, following the Effective Time or the Upstream Effective Time.

(n) **General.** The Company shall not, and shall cause each of its Subsidiaries not to, authorize or enter into any agreement or otherwise make any commitment to do any of the foregoing set forth in this Section 5.1.

### Section 5.2 Conduct of Parent’s Business Pending the Effective Time.

From the date hereof until the Effective Time, except (x) as expressly required or expressly permitted by this Agreement or any other Transaction Document, the Voting Agreement or the New Governance Agreement or as expressly required by any Governance Instrument in effect as of the date hereof, (y) as set forth on Section 5.2(a) of the Parent Disclosure Letter or (z) as consented to in writing by the Company (which consent shall not be unreasonably conditioned, withheld or delayed):

(a) **Governing Documents.** Parent shall not, and shall cause each of Merger Sub and Merger LLC not to, amend the Parent Charter or Parent Bylaws or the organizational or governing documents of Merger Sub or Merger LLC.

(b) **No Dissolution.** Parent shall not authorize or adopt, or publicly propose, a plan or agreement of complete or partial liquidation or dissolution of Parent.

(c) **Dividends; Changes in Stock.** Parent shall not (i) reclassify, combine, adjust, split or subdivide any capital stock of Parent or issue or authorize the issuance of any other securities in respect of, in lieu of, or in substitution for, shares of capital stock of Parent, (ii) redeem, purchase or otherwise acquire, directly or indirectly, any shares of capital stock of or other equity interests in Parent (other than (x) in connection with the exercise, settlement or vesting of any equity awards with respect to shares of capital stock of Parent, (y) any cash repurchases of capital stock of Parent made pursuant to ordinary course share repurchase programs or (z) any such action not effected until after the Closing) or (iii) declare with a record date or ex-dividend date that is at or prior to the Closing or pay at or prior to the Closing any dividend or other distribution payable in cash, stock, property or otherwise, with respect to its capital stock or other equity interests in Parent (other than (x)) in connection with the exercise, settlement or vesting of any equity awards with respect to shares of capital stock of Parent, (y) any cash repurchases of capital stock of Parent made pursuant to ordinary course share repurchase programs or (z) any such action not effected until after the Closing) or (iii) declare with a record date or ex-dividend date that is at or prior to the Closing or pay at or prior to the Closing any dividend or other distribution payable in cash, stock, property or otherwise, with respect to its capital stock or other equity interests; provided, further, that, any dividend or other distribution not prohibited by this clause (iii) shall remain subject to Parent’s obligations set forth in Section 5.8.

(d) **General.** Parent shall not, and shall cause each of its Subsidiaries not to, authorize or enter into any agreement or otherwise make any commitment to do any of the foregoing set forth in this Section 5.2.
Section 5.3  No Solicitation by the Company; Alternative Company Transaction.

(a) The Company will, and will cause each of its Subsidiaries and each of the directors, officers and employees of the Company and each of its Subsidiaries to, and shall instruct and use reasonable best efforts to cause their respective other Representatives to, immediately cease and cause to be terminated any and all existing activities, discussions or negotiations with any Third Party or its representatives conducted prior to the date hereof with respect to any Alternative Company Transaction Proposal. The Company will promptly request each such Person that has, within the twelve (12) months preceding the date hereof, executed a confidentiality agreement in connection with its consideration of any Alternative Company Transaction to return or destroy all confidential information furnished prior to the execution of this Agreement to or for the benefit of such Person by or on behalf of the Company or any of its Subsidiaries and will promptly terminate access by all Persons (other than Parent and its Representatives) to any physical or electronic data rooms relating to a possible Alternative Company Transaction. The Company shall not, and shall cause its Subsidiaries and each of the directors, officers and employees of the Company and its Subsidiaries not to, and shall instruct and use reasonable best efforts to cause the other Representatives of the Company and its Subsidiaries not to, directly or indirectly, (i) solicit, initiate or knowingly facilitate, induce or encourage any inquiries or the making or announcement of any proposal or offer (including any proposal or offer to the Company Stockholders) that constitute, or would reasonably be expected to lead to, an Alternative Company Transaction Proposal, (ii) enter into, continue or otherwise participate in any discussions or negotiations regarding any Alternative Company Transaction Proposal or (iii) furnish to any Person any non-public information with respect to the Company and its Subsidiaries, or afford access to the business, properties, assets, books or records of the Company or any of its Subsidiaries to any Person or Group (other than Parent and its Representatives), in each case to knowingly facilitate or encourage the making of, or knowingly cooperate in any way that would reasonably be expected to lead to, any Alternative Company Transaction Proposal, except in each case as expressly permitted by this Section 5.3; provided, that, notwithstanding anything to the contrary in this Agreement pertaining to the Company’s ability to enter into, continue or participate in any discussions with any Person regarding an Alternative Company Transaction Proposal, the Company or any of its Representatives may in any event (A) in good faith seek to clarify the terms and conditions of any bona fide unsolicited Alternative Company Transaction Proposal to determine whether such Alternative Company Transaction Proposal constitutes or would reasonably be expected to lead to a Superior Company Proposal (it being understood that any such communications shall be with the Third Party (or its representatives) making such Alternative Company Transaction Proposal and shall be limited to the clarification of the Alternative Company Transaction Proposal made by such Third Party and subject to Section 5.3(b) shall not include (x) any negotiations or similar discussions with respect to such Alternative Company Transaction Proposal or (y) the Company’s view or position with respect thereto) and (B) inform any Person that makes an Alternative Company Transaction Proposal of the restrictions imposed by the provisions of this Section 5.3.

(b) Superior Company Proposal. Notwithstanding anything to the contrary contained in Section 5.3(a) or elsewhere in this Agreement, if, following the date of this Agreement and prior to obtaining the Company Stockholder Approval, the Company receives a bona fide written Alternative Company Transaction Proposal which did not result from a breach of this Section 5.3, upon a good faith determination by the Company Board (after consultation with its outside legal counsel and financial advisor) (i) that such Alternative Company Transaction Proposal constitutes, or is reasonably expected to lead to, a Superior Company Proposal and (ii) that failure to take such action would be inconsistent with its fiduciary duties under applicable Law, and subject to compliance with Section 5.3(c), the Company and its Representatives may then take the following actions:

(i) Furnish any information with respect to the Company and its Subsidiaries to, and afford access to the business, properties, assets, books or records of the Company or any of its Subsidiaries to, the Person or Group (and their respective representatives) making such Alternative Company Transaction Proposal; provided, that, prior to furnishing any such information, it receives from such Person or Group an executed confidentiality agreement containing terms and restrictions at least as restrictive as the terms contained in the Confidentiality Agreement (other than de minimis differences) and that does not contain any provision requiring the Company or its Subsidiaries to pay or reimburse the counterparty’s fees, costs or expenses of any nature; provided, further, that the Company shall not furnish to any such Person or Group any information furnished by or on behalf of Parent or its Representatives to the Company or its Representatives in accordance with the provisions of the Confidentiality Agreement or otherwise on a confidential basis; and

(ii) Following the execution of the confidentiality agreement referenced in the foregoing clause (i), engage in discussions or negotiations with such Person or Group (and their Representatives) with respect to such Alternative Company Transaction Proposal.
(c) **Notification.** In addition to the obligations of the Company set forth in Section 5.3(a), (b) and (d), as promptly as practicable (and in any event within twenty-four (24) hours) after receipt of any Alternative Company Transaction Proposal or any request for information from, or for the initiation of negotiations with, the Company or its Representatives concerning an Alternative Company Transaction Proposal, the Company shall provide Parent with an initial written notice of such Alternative Company Transaction Proposal or request. Such notice shall include a written summary of the material terms and conditions of such Alternative Company Transaction Proposal or request (including unredacted copies of any such written Alternative Company Transaction Proposal or request), and the identity of the Person or Group making such Alternative Company Transaction Proposal or request. In addition, the Company shall (i) keep Parent reasonably currently informed of the status of, and negotiations (if any) regarding, and any material developments affecting the terms and conditions of, such Alternative Company Transaction Proposal or request and (ii) provide Parent promptly (and in any event within forty-eight (48) hours) with all non-public information concerning the Company or any of its Subsidiaries that is made available to the Person or Group persons making such Alternative Company Transaction Proposal or request (or any of their Representatives), which was not previously made available to Parent or its Representatives. Without limiting the foregoing, the Company shall promptly (and in any event within twenty-four (24) hours after any determination) advise Parent in writing if the Company Board determines to begin providing information or engaging in discussions concerning an Alternative Company Transaction Proposal pursuant to Section 5.3(b).

(d) **Change of Recommendation.** Except as expressly permitted by this Section 5.3(d), the Company Board shall not, nor shall any committee thereof, directly or indirectly, (i) (A) withdraw or qualify (or amend or modify in a manner adverse to Parent) or publicly propose to withdraw or qualify (or amend or modify in a manner adverse to Parent), the approval, recommendation or declaration of advisability by such Company Board or committee thereof of this Agreement, or, subject to the right of the Company Board to make a Company Adverse Recommendation Change in accordance with this Section 5.3(d), fail to include the Company Board’s recommendation that the Company Stockholders approve the adoption of this Agreement in the Proxy Statement when disseminated to the Company Stockholders (and at all times thereafter prior to receipt of the Company Stockholder Approval), (B) recommend, adopt or approve, or propose publicly to recommend, adopt or approve, any Alternative Company Transaction Proposal, (C) make any public recommendation in connection with a tender offer or exchange offer other than a recommendation against such offer or a “stop look and listen” communication of the type contemplated by Rule 14d-9(f) under the Exchange Act, or fail to recommend against acceptance of such tender or exchange offer by the close of business on the 10th business day after the commencement of such tender offer or exchange offer pursuant to Rule 14d-2 under the Exchange Act (it being understood and agreed that the Company Board (or any committee thereof) may take no position with respect to an Alternative Company Transaction Proposal that is a tender offer or exchange offer during the period referred to in this clause), (D) other than with respect to a tender offer or exchange offer, fail to publicly reaffirm its recommendation of this Agreement within five (5) Business Days after Parent so requests in writing if an Alternative Company Transaction Proposal or any material modification thereto shall have been made public or sent or given to the Company Stockholders (or any Person or Group shall have publicly announced an intention, whether or not conditional, to make an Alternative Company Transaction Proposal), it being understood that this clause (D) shall only apply to one (1) such request by Parent per such Alternative Company Transaction Proposal or material modification, as applicable, or (E) resolve, agree or publicly propose to do any of the foregoing (each action or failure to act described in this clause (i) being referred to as a “Company Adverse Recommendation Change”) or (ii) approve or recommend, or publicly propose to approve or recommend, or allow the Company or any of its Subsidiaries to execute or enter into, any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement, option agreement, joint venture agreement, partnership agreement or other similar agreement, arrangement or understanding (A) constituting, or providing for, any Alternative Company Transaction Proposal or (B) requiring it (or that would require it) to abandon, terminate or fail to consummate the Merger. Notwithstanding anything to the contrary set forth in this Section 5.3(d), at any time prior to obtaining the Company Stockholder Approval, the Company Board may, subject to compliance with Section 5.3(e), solely in response to (1) a Company Intervening Event, make a Company Adverse Recommendation Change under subclause (A) or (to the extent related to subclause (A)) (E) of the definition thereof or (2) a Superior Company Proposal that did not result from a breach of Section 5.3(g), make a Company Adverse Recommendation Change, if, in either case, the Company Board determines in good faith after consultation with its outside legal counsel and financial advisor, that the failure to take such action would be inconsistent with its fiduciary duties under applicable Law.
The Company shall not make a Company Adverse Recommendation Change in response to a Company Intervening Event or a Superior Company Proposal unless:

(i) in the case of a Superior Company Proposal, such Superior Company Proposal has been made and has not been withdrawn and continues to be a Superior Company Proposal; and

(ii) the Company shall have first (A) provided to Parent four (4) Business Days’ prior written notice (the “Company Notice Period”), which notice shall state expressly (1) that a Company Intervening Event has occurred or that the Company has received a Superior Company Proposal, as applicable, (2) (x) in the case of a Company Intervening Event, the material facts underlying such Company Intervening Event, in reasonable detail, or (y) in the case of a Superior Company Proposal, the material terms and conditions of the Superior Company Proposal (including the per share value of the consideration offered therein and the identity of the Person or Group making the Superior Company Proposal), and the Company shall provide to Parent unredacted copies of the relevant transaction agreements with the Person or Group making such Superior Company Proposal and other material documents related thereto (it being understood and agreed that any amendment (or subsequent amendment) to the financial terms, including to the proposed purchase price, or to any other material term of such Superior Company Proposal shall each require the Company to provide a new notice to Parent in accordance with this Section 5.3(e), provided, that, the Company Notice Period in connection with any such new notice shall be two (2) Business Days (the “Amended Company Notice Period”), but no such Amended Company Notice Period shall shorten the Company Notice Period) and (3) that in response to such Company Intervening Event or Superior Company Proposal, the Company intends to make a Company Adverse Recommendation Change, and (B) prior to making a Company Adverse Recommendation Change, during the Company Notice Period or the Amended Company Notice Period, as applicable, to the extent requested by Parent, engaged, and directed its Representatives to engage, in good faith negotiations with Parent during such Company Notice Period or Amended Company Notice Period, as applicable, to amend this Agreement to permit the Company Board not to make such Company Adverse Recommendation Change, and considered in good faith any bona fide offer (a “Parent Offer”) by Parent to the Company, and, after such negotiations and good faith consideration of such Parent Offer, if any, the Company Board again makes the determination described in the last sentence of Section 5.3(d) (it being understood that the delivery of the notification contemplated by this Section 5.3(e) shall not, in and of itself, constitute a Company Adverse Recommendation Change).

(f) Tender Offer Rules. Except as expressly prohibited by Section 5.3(d), nothing contained in this Agreement shall prohibit the Company or the Company Board from (i) taking and disclosing to the Company Stockholders a position contemplated by Rules 14d-9 and 14e-2(a) promulgated under the Exchange Act (or any similar communication to Company Stockholders in connection with the making or amendment of a tender offer or exchange offer) or (ii) making any “stop-look-and-listen” or similar communication to the Company Stockholders of the nature contemplated by Rule 14d-9 under the Exchange Act; provided, that, (A) in no event shall this Section 5.3(f) affect the obligations specified in this Section 5.3 (or the consequences thereof in accordance with this Agreement) or the definition of Company Adverse Recommendation Change and (B) any such disclosure (other than the issuance by the Company of a “stop-look-and-listen” or similar communication of the type contemplated by Rule 14d-9(f) under the Exchange Act) that is otherwise within the definition of “Company Adverse Recommendation Change” shall be deemed a Company Adverse Recommendation Change for all purposes of this Agreement.

(g) Certain Restrictions. The Company shall not, and shall not permit any of its Subsidiaries, or any of its or their Representatives on the Company’s or its Subsidiaries’ behalf, to, enter into any confidentiality agreement that prohibits the Company or any of its Subsidiaries from complying with its obligations to Parent.
Section 5.4

Registration Statement and Prospectus.

(a) As promptly as practicable following the date hereof, and in any event within twenty (20) Business Days following the date of this Agreement, Parent and the Company shall prepare, and (assuming Parent has received all required information from the Company) Parent shall file with the SEC a Registration Statement on Form S-4 (together with any amendments thereof or supplements thereto, the "Registration Statement"), in which the proxy statement (together with any amendments thereof or supplements thereto, the "Proxy Statement") furnished to Company Stockholders in connection with the meeting of the Company Stockholders for the purpose of considering and voting upon this Agreement (the "Company Stockholders Meeting") will be included. Each of Parent and the Company shall use its reasonable best efforts to cause the Registration Statement and the Proxy Statement and any other filings required to be made with the SEC in connection with the transactions contemplated by the Transaction Documents to comply with the rules and regulations promulgated by the SEC, to have the Registration Statement declared effective under the Securities Act as promptly as practicable after such filing and to keep the Registration Statement effective as long as is necessary to consummate the transactions contemplated hereby. Each of Parent and the Company shall furnish all information concerning it and its respective Subsidiaries and affiliates as may reasonably be requested by the other Party in connection with such actions and the preparation of the Proxy Statement and the Registration Statement and any other filings required to be made with the SEC in connection with the transactions contemplated by the Transaction Documents. The Company will cause the Proxy Statement to be mailed to Company Stockholders promptly after the Registration Statement is declared effective under the Securities Act.

(b) All filings by the Company or Parent with the SEC in connection with the transactions contemplated by the Transaction Documents and all mailings by the Company to the Company Stockholders in connection with the Merger and the other transactions contemplated by the Transaction Documents shall be subject to the prior review and reasonable comment by the other Party.

(c) Each of Parent and the Company shall (i) as promptly as practicable notify the other of (A) the receipt of any comments from the SEC and all other written correspondence and oral communications with the SEC relating to the Proxy Statement or the Registration Statement or any other filings required to be made with the SEC in connection with the transactions contemplated by the Transaction Documents (including the time when the Registration Statement becomes effective and the issuance of any stop order or suspension of qualifications of the Parent Common Stock issuable in connection with the Merger for offering or sale in any jurisdiction) and (B) any request by the SEC for any amendment or supplements to the Proxy Statement or the Registration Statement or any other filings required to be made with the SEC in connection with the transactions contemplated by the Transaction Documents, or for additional information with respect thereto and (ii) supply each other with copies of (A) all correspondence between it or any of its Representatives, on the one hand, and the SEC, on the other hand, with respect to (x) the Proxy Statement, (y) the Registration Statement or (z) any other filings required to be made with the SEC in connection with the transactions contemplated by the Transaction Documents and (B) all Orders of the SEC relating to the Registration Statement.

(d) If at any time prior to the Effective Time any information relating to the Company, Parent, Merger Sub, Merger LLC or any of their respective affiliates and Subsidiaries, directors or officers, is discovered by the Company, Parent, Merger Sub or Merger LLC, which is required to be set forth in an amendment or supplement to the Proxy Statement or the Registration Statement or any other filing required to be made with the SEC and disseminated to the Company Stockholders, so that none of such documents would include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Party which discovers such information shall promptly notify the other Parties and an appropriate amendment or supplement describing such information shall be promptly filed with the SEC and, to the extent required by Law, disseminated to the Company Stockholders.
Unless this Agreement has been terminated pursuant to Section 7.1, the Company shall duly give notice of, convene and hold the Company Stockholders Meeting (in compliance with applicable Law and the Company Charter and Company Bylaws) as promptly as practicable following the date the Registration Statement is declared effective under the Securities Act and the Staff of the SEC advises that it has no further comments on the Proxy Statement or that the Company may commence mailing the Proxy Statement, for the purpose of seeking the Company Stockholder Approval and, subject to Section 5.3(d), shall use its reasonable best efforts to solicit such adoption and obtain the Company Stockholder Approval. Notwithstanding the foregoing, the Company shall not adjourn or postpone the Company Stockholders Meeting without Parent’s prior written consent other than (A) to the extent necessary to ensure that any supplement or amendment to the Proxy Statement that the Company Board has determined in good faith after consultation with outside legal counsel is necessary under Law is provided to the Company Stockholders in advance of a vote on the adoption of this Agreement, (B) if, as of the time for which the Company Stockholders Meeting is originally scheduled, there are insufficient shares of Company Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of such meeting or (C) otherwise to comply with applicable Law; provided that, in the case of either clauses (A), (B) or (C), the Company Stockholders Meeting shall only be adjourned or postponed for a minimum time reasonable under the circumstances (it being understood that any such adjournment or postponement shall not affect the Company’s obligation to hold the Company Stockholders Meeting as aforesaid). The Company shall ensure that all proxies solicited in connection with the Company Stockholders Meeting are solicited in compliance with applicable Law and the Company Charter and the Company Bylaws. Without limiting the generality of the foregoing, the Company’s obligations pursuant to this Section 5.4(e) (including its obligation to hold the Company Stockholders Meeting at which this Agreement shall be submitted to the Company Stockholders for adoption as aforesaid) shall not be affected by the commencement, public proposal, public disclosure or communication to the Company of any Alternative Company Transaction Proposal or by a Company Adverse Recommendation Change. Prior to the date of the Company Stockholders Meeting, the Company shall, upon the reasonable request of Parent, direct the proxy solicitor or other agent of the Company to advise Parent as to the aggregate tally of proxies received by the Company with respect to the Company Stockholder Approval at the same frequency as such information is provided to the Company. Without the prior written consent of Parent, the adoption of this Agreement shall be the only matter (other than matters of procedure and matters required by applicable Law to be voted on by the Company Stockholders in connection therewith) that the Company shall propose to be voted on by Company Stockholders at the Company Stockholders Meeting.

(a) From the date hereof until the Effective Time, upon reasonable notice and subject to applicable Law, the Company will (and will cause its Subsidiaries, and its and their officers, directors, employees and contractors to, and use reasonable best efforts to cause its other Representatives and Affiliates, to) afford to the officers, employees, counsel, bankers, accountants and other authorized Representatives of Parent reasonable access during normal business hours and upon reasonable prior notice to all its properties, personnel, books and records, consistent with Parent’s rights and obligations under this Agreement and furnish promptly to such Persons such information concerning its business, properties, personnel and affairs as such Persons will from time to time reasonably request consistent with Parent’s rights and obligations under this Agreement. The Company shall be entitled to have a Representative present all times during any such inspection, and all such inspections granted pursuant to this Section 5.5 shall be subject to the Company’s reasonable security measures. Subject to the terms of this Agreement, the Company shall maintain and exercise complete control and supervision over the Company and its Subsidiaries.

(b) From the date hereof until the Effective Time, subject to applicable Law, Parent shall act reasonably and in good faith in responding to such requests for information as the Company will from time to time reasonably make, to the extent reasonably necessary to enable the Company to consummate the transactions contemplated hereby in accordance with the terms hereof and consistent with the Company’s rights and obligations under this Agreement.

(c) No investigation or information provided pursuant to this Section 5.5 shall affect or otherwise obviate or diminish any representations or warranties of any Party or conditions to the obligations of any Party.

(d) Each of the Company and Parent will hold all information furnished by or behalf of the other Party or its Representatives pursuant to this Section 5.5 in confidence in accordance with the provisions of that certain Mutual Non-Disclosure Agreement, dated as of December 20, 2017, as amended by the Amendment to Mutual Non-Disclosure Agreement, dated as of November 30, 2018 (the "Confidentiality Agreement"), by and between the Company and Parent.
Section 5.6

Reasonable Best Efforts. Subject to the terms and conditions herein provided, each of Parent, Merger Sub, Merger LLC and the Company shall use their reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable Laws to consummate and make effective as promptly as reasonably practicable the transactions contemplated by or related to the Transaction Documents and the New Governance Agreement (including the satisfaction, but not waiver, of the closing conditions set forth in Article VI). Notwithstanding the foregoing, each of Parent, Merger Sub, Merger LLC and the Company shall use their reasonable best efforts to obtain consents of all Governmental Authorities and Third Parties necessary to consummate the transactions contemplated by or related to the Transaction Documents and the New Governance Agreement. Each Party hereto shall make an appropriate filing, if necessary, pursuant to the HSR Act (or any other Competition Law) with respect to the transactions contemplated by or related to the Transaction Documents and the New Governance Agreement as promptly as practicable after the date of this Agreement (which filing to the extent applicable shall request early termination of any applicable waiting period) and shall supply as promptly as practicable to the appropriate Governmental Authorities any additional information and documentary material that may be requested pursuant to the HSR Act (or any other Competition Law). Without limiting the foregoing, (a) each Party and its respective controlled Affiliates shall not extend (or take any action with the effect of extending) any waiting period or comparable period under the HSR Act (or any other Competition Law) or enter into any agreement with any Governmental Authorities not to consummate the transactions contemplated hereby or by any of the other Transaction Documents and the New Governance Agreement, except with the prior written consent of the other Parties hereto, (b) the Parties agree to use their reasonable best efforts to satisfy the closing condition set forth in Section 6.1(c) and to defend any Actions by any Governmental Authority challenging this Agreement or any of the other Transaction Documents or that would otherwise prevent or delay the consummation of the transactions contemplated hereby or thereby (including the transactions contemplated by the New Governance Agreement), (c) Parent, Merger Sub and Merger LLC agree to take (and Parent’s, Merger Sub’s and Merger LLC’s “reasonable best efforts” with respect to the satisfaction of the closing condition set forth in Section 6.1(b) shall expressly include the taking of), and cause their respective controlled Affiliates to take, all actions that are necessary or as may be required by any Governmental Authority to obtain any authorization or consent from a Governmental Authority required to satisfy the closing condition set forth in Section 6.1 of the Company Disclosure Letter. Prior to making any application to or filing with any Governmental Authority in connection with the transactions contemplated by or related to this Agreement, each Party will (a) provide the other Party with any information or documents that the other Party may reasonably require to or prior to the Drop Dead Date; provided, that, (i) any such actions shall be conditioned on the consummation of the Closing and (ii) nothing in this Agreement shall require Parent to enter into or agree to any modifications to any of the terms and conditions of any of the Transaction Documents or the New Governance Agreement, and (d) the Parties agree to the matters set forth on Section 5.6 of the Company Disclosure Letter. Prior to making any application to or filing with any Governmental Authority in connection with the transactions contemplated by or related to this Agreement, each Party will (a) provide the other Party with any information or documents that the other Party may reasonably require to prepare any such application or filing, and (b) provide the other Party with drafts thereof and afford the other Party a reasonable opportunity to comment on such drafts. For purposes of this Section 5.6, the term “Governmental Authority” shall include NASDAQ.

Section 5.7

Section 16 Matters. Prior to the Effective Time, each of Parent and the Company shall take all such steps as may be required (to the extent permitted under applicable Law) to cause any acquisitions from or dispositions to Parent or the Company of Parent Common Shares or Company Common Stock, as applicable, resulting from the transactions contemplated by the Transaction Documents (including securities deliverable upon exercise, vesting or settlement of any Company Equity Awards or Parent Equity Awards or other derivative securities) by each Person who is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to Parent or the Company, respectively, to be exempt under Rule 16b-3 promulgated under the Exchange Act.

Section 5.8

Tax Matters.

(a) Parent, the Company, Merger LLC and Merger Sub intend that, for U.S. federal income tax purposes, the Combination shall be treated as a single integrated transaction and shall qualify as a “reorganization” within the meaning of Section 368(a) of the Code. Each of Parent, the Company, Merger LLC and Merger Sub (i) shall, and shall cause its respective Subsidiaries to, use its reasonable best efforts to cause the Combination to so qualify, (ii) shall file all Tax Returns consistent with, and take no position inconsistent with (whether in audits, Tax Returns or otherwise) such treatment, (iii) shall use their reasonable best efforts to take or cause to be taken any action reasonably necessary to ensure the receipt of the Tax Opinions and (iv) will cooperate with the tax counsel that are to render the Tax Opinions by providing appropriate representations as to factual matters on the Closing Date and the date of any Reorganization Tax Opinions delivered in connection with the Registration Statement, as applicable, including in the case of the Company, the Company Tax Opinion Representations, and in the case of Parent, the Parent Tax Opinion Representations.

(b) Parent, the Company, Merger LLC and Merger Sub hereby adopt this Agreement as well as any other agreements entered into pursuant to this Agreement as a “plan of reorganization” within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the Treasury Regulations.
(c) None of Parent, the Company, Merger LLC or Merger Sub shall, nor shall they permit their Affiliates to, take any action, and
Parent, the Company, Merger LLC and Merger Sub shall not, and shall ensure that their Affiliates do not, fail to take any action, which action or failure to act
would prevent, preclude or impede the Combination from qualifying (or reasonably would be expected to cause the Combination to fail to qualify) as a
“reorganization” within the meaning of Section 368(a) of the Code.

(d) None of Parent, the Company, Merger LLC or Merger Sub shall, nor shall it permit its Affiliates to, take any action, and each of
Parent, the Company, Merger LLC and Merger Sub shall not, and shall ensure that its Affiliates do not, fail to take any action, which action or failure to act
would cause (or reasonably would be expected to cause) (i) Section 355(e) of the Code to apply to the Split-Off, (ii) the Split-Off to fail to qualify in whole to
Qurate, the Company, their respective Subsidiaries and the former holders of Liberty Ventures Common Stock (except with respect to any cash received in
lieu of fractional shares) for non-recognition of income, gain and loss under Sections 355 and 361 of the Code or (iii) the Company or any of its Subsidiaries
to have an indemnification obligation in respect of any Transaction Taxes or Transaction Tax-Related Losses under the Tax Sharing Agreement (it being
agreed and understood that the entry into any Transaction Document (and the entry into the Voting Agreement and the New Governance Agreement) and the
consummation of the Combination and the transactions contemplated by the Transaction Documents (including the transactions contemplated by the Voting
Agreement and the New Governance Agreement) shall not constitute actions that violate this Section 5.8(d)).

(e) Immediately prior to the Closing, the Company shall execute and deliver (i) the Company Closing Split-Off Tax Opinion
Representation Letter to Company Split-Off Tax Counsel and (ii) the Company Reorganization Tax Opinion Representation Letter to Parent Tax Counsel and
Company Reorganization Tax Counsel. Immediately prior to the Closing, the Company shall provide Parent with a true copy of the Split-Off Closing Tax
Opinion and each of the Closing Split-Off Tax Representation Letters (other than the Parent Closing Split-Off Tax Opinion Representation Letter).

(f) Immediately prior to the Closing, Parent shall execute and deliver (i) the Parent Closing Split-Off Tax Opinion Representation
Letter to Company Split-Off Tax Counsel and (ii) the Parent Reorganization Tax Opinion Representation Letter to Parent Tax Counsel and Company
Reorganization Tax Counsel.

Section 5.9 Public Announcements. The Company and Parent shall consult with each other before issuing, and will
provide each other the opportunity to review and reasonably comment upon, and use reasonable best efforts to agree on, any press release or other public
statements with respect to the transactions contemplated hereby, and shall not issue any such press release or make any such public statement without the
prior written consent of the other Party (which shall not be unreasonably withheld, delayed or conditioned), except as either Party, after consultation with
outside counsel, may determine is required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities
exchange or stock market if it has used reasonable best efforts to consult with the other Party prior thereto regarding the timing, scope and content of any such
press release or public statement; provided, however, that no such consultation shall be required to make any disclosure or otherwise take any action expressly permitted by Section 5.3 (or for Parent to respond to any such disclosure or action). In addition, except (i) to the extent disclosed in or consistent with the Registration Statement or Proxy Statement in accordance with the provisions of Section 5.4, (ii) to the extent necessary to comply with such Party’s periodic reporting obligations under the Exchange Act, (iii) for any consent given in accordance with this Section 5.9 or (iv) as expressly permitted by Section 5.3 (or for Parent to respond to any such disclosure or action), neither Party shall issue any press release or otherwise make any public statement or disclosure
cerning the other Party or the other Party’s business, financial condition or results of operations without the consent of such other Party, which consent
shall not be unreasonably withheld, delayed or conditioned. The parties agree that the initial press release to be issued with respect to the transactions
contemplated hereby shall be in the form agreed to by the parties. Notwithstanding the foregoing, after the issuance of any press release or the making of any
public statement with respect to which the consultation procedures set forth in this Section 5.9 have been followed, either Party may issue such additional
publications or press releases and make such other customary announcements without consulting with any other Party hereto so long as such additional
publications, press releases and announcements do not disclose any non-public information regarding the transactions contemplated by this Agreement
beyond the scope of, and are reasonably consistent in tone and tenor with, the disclosure included in the press release or public statement with respect to
which the other Party had been consulted.

Section 5.10 Expenses. Whether or not the Combination is consummated, all costs and expenses incurred or to be incurred in
connection with this Agreement and the transactions contemplated hereby will be paid by the Party (or, in the case of Merger Sub and Merger LLC, by
Parent) incurring such cost or expense.
indemnification and Insurance.

(a) For a period of six (6) years after the Effective Time (and until such later date as of which any (1) Action against any Indemnified Party commenced during such six (6)-year period and (2) Permitted Parent Access Circumstance commenced during such six (6) year period, in each case shall have been finally disposed of) (such six (6) year anniversary of the Effective Time or, if applicable, such later date, the “Extended Date”), Parent shall, and shall cause the Surviving Corporation and its Subsidiaries, and from and after the Upstream Merger, the Surviving Company and its Subsidiaries, to honor and fulfill in all respects the obligations (including both indemnification and advancement of expenses) of the Company and its Subsidiaries under their respective certificates of incorporation or bylaws (or any similar organizational documents) and under any indemnification agreements, in each case, in effect on the date hereof (and made available to Parent prior to the date hereof), for the benefit of (x) any of the Company’s or its Subsidiaries’ current or former directors and officers and any Person who becomes a director or officer of the Company or any of its Subsidiaries prior to the Effective Time or (y) any person serving or who prior to the Effective Time has served on the board of directors of another Person at the request of the Company or its Subsidiaries, in the case of each of clauses (x) and (y), in each such individual’s capacity as described in such clause (collectively, the “Indemnified Parties”). For the avoidance of doubt, the Indemnified Parties shall include present and former Company Directors in his or her capacity as such. In addition, for the period following the Effective Time and until the Extended Date, Parent shall cause the certificates of incorporation, certificates of formation and bylaws and operating agreements, as applicable (and other similar organizational documents) of the Surviving Corporation, the Surviving Company and their respective Subsidiaries to contain provisions with respect to indemnification, advancement of expenses and exculpation in favor of the Indemnified Parties (in their capacities as such) for events and Actions to the extent relating to periods at or prior to the Effective Time that are no less advantageous, in the aggregate, to the Indemnified Parties (in their capacities as such) than the corresponding provisions in the certificate of incorporation and bylaws (or other similar organizational documents) of the Company or its applicable Subsidiary, as the case may be, each as in effect on the date hereof, and during period, such provisions shall not be amended, repealed or otherwise modified in any respect, except as required by Law.

(b) Insurance. Prior to or at the Effective Time, the Company shall obtain and fully pay, or if the Company is unable, Parent shall as of the Effective Time cause to be obtained and fully paid, the premium for, the non-cancellable extension (“D&O Tail”) of the directors’ and officers’ liability coverage of the Company’s existing directors’ and officers’ insurance policies and the Company’s existing fidelity liability insurance policies (collectively, “D&O Insurance”), which D&O Tail shall (i) cover each individual covered by the D&O Insurance immediately prior to the Effective Time (in each case in his or her applicable covered capacity), (ii) be for a claims reporting or discovery period of at least six (6) years from and after the Effective Time with respect to any acts or omissions prior to, or any claim related to any period of time at or prior to, the Effective Time, (iii) be for an insurance carrier with the same or better credit rating as the Company’s current insurance carrier with respect to D&O Insurance and (iv) have terms, conditions, retentions and limits of liability that are no less favorable in the aggregate to the intended beneficiaries than the coverage provided under the Company’s existing D&O Insurance, including with respect to any actual or alleged error, misstatement, misleading statement, act, omission, neglect, breach of duty or any matter claimed against an Indemnified Party by reason of his or her having served in such capacity that existed or occurred at or prior to the Effective Time (including in connection with this Agreement or the transactions or actions contemplated hereby); provided, that, the cost of such D&O Tail shall in no event exceed three hundred percent (300%) of the amount of the last annual premium paid by the Company for the D&O Insurance; and provided, further, that if the aggregate cost of D&O Tail exceeds such amount, the obligation shall be to obtain a D&O Tail with the greatest coverage available, with respect to matters occurring prior to the Effective Time, for a cost not exceeding such amount. If the Company or Parent for any reason fails to obtain (or cause to be obtained) such D&O Tail as of the Effective Time, the Surviving Corporation or Surviving Company, as applicable, shall continue to maintain in effect, for a period of at least six (6) years from and after the Effective Time, coverage provided by the D&O Insurance (whether with the Company’s current insurance carrier or with an insurance carrier with the same or better credit rating as the Company’s current insurance carrier with respect to D&O Insurance) with the same, or better credit rating than the D&O Insurance; and provided, further, that if the aggregate premiums of such insurance coverage exceed such amount, the Surviving Corporation or the Surviving Company, as applicable, shall be obligated to obtain a policy with the greatest coverage available, with respect to matters occurring prior to the Effective Time, for a cost not exceeding such amount.
(c) **Successors.** If Parent, the Surviving Corporation, the Surviving Company or any of their respective successors or assigns shall (i) consolidate with, or merge with or into, any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfer all or substantially all of its properties or assets to any Person (including, for the avoidance of doubt, by cancelling or otherwise eliminating all or substantially all of its properties or assets), then, in each case, Parent, the Surviving Corporation, the Surviving Company or any of their respective successors or assigns shall take such action as may be necessary so that such Person (and its successors and assigns) shall assume all of the applicable obligations set forth in this Section 5.11.

(d) **Enforceability.** Each of the covered individuals described in Section 5.11(b)(ii) and each Indemnified Party (in each case, in his or her capacity as such) is intended to be a third-party beneficiary of the applicable provisions of this Section 5.11 with full rights of enforcement as if a party hereto. This Section 5.11 will be irrevocable, and no term of this Section 5.11 may be amended, waived or modified, without the prior written consent of each affected Indemnified Party. Any amendment, waiver or modification of this Section 5.11 without such consent shall be null and void. The rights of the Indemnified Parties (and covered individuals described in Section 5.11(b)(ii)) (in each case, in his or her capacity as such) under this Section 5.11 shall be in addition to, and not in substitution for, any other rights that such Persons may have under the certificate or articles of incorporation, bylaws or other equivalent organizational documents, any and all indemnification agreements of or entered into by any corporation or entity whatsoever, or applicable Law (whether at law or in equity).

Section 5.12  **Notification of Certain Matters.** The Company shall give prompt notice to Parent and Parent shall give prompt notice to the Company, as the case may be, of (i) the occurrence or non-occurrence of any event of which is likely to cause any representation or warranty of the Company or Parent, as the case may be, to be untrue or inaccurate at the Closing Date such that the conditions to Closing set forth in Article VI would fail to be satisfied and (ii) any failure by the Company or Parent, as the case may be, to materially comply with or materially satisfy any covenant or other agreement to be complied with by such Party hereunder such that the conditions to Closing set forth in Article VI would fail to be satisfied; provided, however, that the delivery of any notice pursuant to this Section 5.12 shall not limit or otherwise affect any remedies available to Parent or the Company, as the case may be; provided, further, that a Party’s good faith failure to comply with this Section 5.12 shall not provide any other Party the right not to effect the transactions contemplated by this Agreement, except to the extent that any other provision of this Agreement independently provides such right.

Section 5.13  **Defense of Litigation.** The Company shall promptly (and in any event, within two (2) Business Days) advise Parent, and Parent shall promptly (and in any event, within two (2) Business Days) advise the Company, of any Action commenced or, to the knowledge of such Party, threatened to be commenced, after the date hereof against such Party or any of its directors by any stockholder relating to this Agreement and the transactions contemplated hereby, and shall keep Parent or the Company, as applicable, reasonably informed regarding any such litigation. The Company shall give Parent the opportunity to consult with the Company regarding, and/or participate in (but not control), the defense or settlement of any such Action and shall consider Parent’s views with respect to such Action, and shall not settle, compromise or enter into any agreement or arrangement, or consent to the entry of, or fail to defend against entry of, any order or judgment, with respect to any such Action without the prior written consent of Parent (such consent not to be unreasonably withheld, conditioned or delayed). Parent shall give the Company the opportunity to consult with Parent regarding the defense or settlement of any such Action and shall consider the Company’s views with respect to such Action, and shall not settle, compromise or enter into any agreement or arrangement, or consent to the entry of, or fail to defend against entry of, any order or judgment, with respect to any such Action without the prior written consent of Parent (such consent not to be unreasonably withheld, conditioned or delayed); provided, that, such prior written consent of the Company shall not be required for, and Parent may enter into, any settlement, compromise, agreement, arrangement, order or judgment of such Action so long as such settlement, compromise, agreement, arrangement, order or judgment does not include an admission of liability or wrongdoing on the part of the Company or any of its directors or officers.

Section 5.14  **State Takeover Laws.** The Company and Parent shall (a) take all reasonable action necessary to ensure that no “fair price,” “business combination,” “control share acquisition” or other state takeover statute or similar Law is or becomes applicable to this Agreement or any of the transactions contemplated by the Transactions Documents, the New Governance Agreement and the Voting Agreement and (b) if any “fair price,” “business combination,” “control share acquisition” or other state takeover statute or similar Law becomes applicable to this Agreement or any of the transactions contemplated by the Transactions Documents, the New Governance Agreement or the Voting Agreement, take all reasonable action necessary to ensure that such transactions may be consummated as promptly as practicable on the terms required by, or provided for, in this Agreement, other Transaction Document, the New Governance Agreement or the Voting Agreement and otherwise to minimize the effect of such Law on the transactions contemplated by the Transaction Documents, the New Governance Agreement and the Voting Agreement.

Section 5.15  **Stock Exchange Delisting.** Prior to the Closing Date, the Company and Parent shall cooperate and use their respective reasonable best efforts to take, or cause to be taken, all actions, and do or cause to be done all things, reasonably necessary on their part under applicable Law and the rules and policies of NASDAQ to enable the delisting of the shares of Company Common Stock from NASDAQ and the deregistration of the shares of Company Common Stock under the Exchange Act as promptly as practicable after the Effective Time.
Section 5.16  **Listing.** Parent shall use reasonable best efforts to cause the shares of Parent Common Stock issuable under Article II to be authorized for listing on NASDAQ, subject to official notice of issuance, prior to the Closing.

Section 5.17  **Reservation of Parent Common Stock.**

(a) At or prior to the Effective Time, Parent shall reserve (free from preemptive rights) out of its authorized but unissued shares of Parent Common Stock (i) for the purposes of effecting the conversion of the issued and outstanding shares of Company Common Stock pursuant to Article II, sufficient shares of Parent Common Stock to provide for such conversion and (ii) for the purposes of satisfying the exercise, vesting or settlement of any Company Equity Awards as the same may be adjusted pursuant to Section 2.8, sufficient Parent Common Shares to provide for such exercise, vesting or settlement.

(b) The Company hereby irrevocably waives its preemptive rights under the Assigned Governance Agreement with respect to the Merger Consideration and Parent Common Shares to be issued pursuant to Section 2.8 or otherwise pursuant to the terms of the Transaction Documents. In the event of any Additional Issuance (as defined in the Assigned Governance Agreement), other than pursuant to the terms of the Transaction Documents, Parent shall deliver written notice to the Company in accordance with the terms of the Assigned Governance Agreement; provided, that, the time period for delivery of the written notice of election by the Company set forth in Section 3.01 of the Assigned Governance Agreement with respect to each notice of Additional Issuance shall not be deemed to commence until the date of termination of this Agreement in accordance with Section 7.1. In no event shall the Company be able to exercise its preemptive rights granted under the Assigned Governance Agreement prior to the termination of this Agreement.

Section 5.18  **Obligations of Merger Sub and Merger LLC.** Parent shall take all actions necessary to cause Merger Sub and Merger LLC to (i) perform their respective obligations under this Agreement and to consummate the Merger on the terms and conditions set forth in this Agreement, including the adoption of this Agreement by Merger LLC as the sole stockholder of Merger Sub, and (ii) consummate the Upstream Merger in accordance with Section 267 of the DGCL and Section 18-209(i) of the LLC Act immediately following the Effective Time. Merger LLC has taken or will take all action as is necessary or advisable to authorize the Upstream Merger in accordance with Merger LLC’s governing documents and Section 267 of the DGCL and Section 18-209(i) of the LLC Act, and such authorization is and shall be the only authorization necessary to authorize the Upstream Merger.

Section 5.19  **Parent Board of Directors.**

(a) The Company shall use reasonable best efforts to cause each Company Director serving on the Parent Board immediately prior to the Closing to deliver a letter of resignation to the Parent Board at or prior to the Effective Time, in each case, effective as of and subject to the Effective Time.

(b) Parent shall cause, effective as of the Effective Time, the restricted stock units denominated in shares of Parent Common Stock and held by each Company Director that delivers a resignation letter pursuant to Section 5.19(a) to be fully vested and settled as soon as practicable thereafter in shares of Parent Common Stock.
Section 5.20 Waiver of Conflicts Regarding Representation.

(a) The Parties agree that, notwithstanding any current or prior representation of (1) the Company (which, for the avoidance of doubt, excludes the Surviving Corporation and the Surviving Company) or any of its Subsidiaries, or any and all of their respective predecessors and successors, (2) officers or directors of the Company as of immediately prior to the Effective Time, (3) former Common Stock Directors of the Company, (4) the Malone Group or (5) any Covered Person (collectively, the "Represented Persons", which, for the avoidance of doubt, excludes Diller) or any of their respective Affiliates by Baker Botts, Potter Anderson, Sherman or Skadden, each of Baker Botts, Potter Anderson, Sherman and Skadden will be allowed to represent any of the Represented Persons or any of their respective Affiliates in any matters or disputes that, directly or indirectly, arise out of or relate to (x) the Transaction Documents or any of the transactions and matters contemplated hereby or thereby (including the transactions contemplated by the New Governance Agreement and the Voting Agreement), (y) any other of the Collective Agreements or the transactions and matters contemplated thereby, or (z) the Split-Off (any such matter or dispute, a "Post-Closing Representation"). Parent does hereby, and agrees to cause its controlled Affiliates (and agrees to use its reasonable best efforts to cause its other Affiliates) to, (i) agree that Baker Botts, Potter Anderson, Sherman and Skadden may each represent (and none of Parent or any of its Affiliates or Representatives will seek to disqualify or otherwise prevent Baker Botts, Potter Anderson, Sherman or Skadden from representing) any of the Represented Persons or such Affiliates in connection with a Post-Closing Representation and (ii) waive any claim they have or may have that Baker Botts, Potter Anderson, Sherman or Skadden has a conflict of interest or is otherwise prohibited from engaging in a Post-Closing Representation, even if, in any case, the interests of the Represented Persons or such Affiliates may be directly adverse to Parent or its Affiliates and even though Baker Botts, Potter Anderson, Sherman or Skadden may have represented the Represented Persons or such Affiliates in a matter substantially related to such dispute, or may be handling ongoing matters for any of the Represented Persons or such Affiliates.

(b) Parent acknowledges and agrees, on behalf of itself and its Affiliates, that (i) all Protected Information and all Privileged Information (and, in each case, all rights and privileges related thereto) shall, subject to the terms of this Section 5.20, be excluded from the assets possessed by the Company and its Subsidiaries at and after the Effective Time and shall be controlled and solely owned by Qurate on behalf of all Represented Persons for all purposes of this Section 5.20 and Section 1 of the Qurate Side Letter, and shall not pass to or be claimed by the Surviving Corporation, Surviving Corporation, Parent or its Affiliates, and (ii) notwithstanding Section 5.5 above, neither the Company nor any of its Affiliates or Representatives shall be obligated to provide Parent or any of its Affiliates, or any of their respective Representatives, with access to any Protected Information or any Privileged Information, in each case, other than as provided in Section 5.20(c) below.

(c) To the extent access to (x) some of the Protected Information (other than Privileged Information) described in clause (x), (y) or (z) of the definition thereof is reasonably necessary (upon the advice of Parent’s external legal counsel acting reasonably) or (y) some of the Protected Information described in clause (x), (y) or (z) of the definition thereof that constitutes Privileged Information is reasonably necessary, in either case, for or in furtherance of Parent’s or its applicable Affiliates’ (i) defense against (or prosecution of) any Action brought by or against (as applicable) any third Person (which for the avoidance of doubt shall exclude the Represented Persons and their Affiliates), (ii) only as to Protected Information that is not Privileged Information, defense against (which may include bringing counterclaims) any Action brought by any Represented Persons or any of their Affiliates (for the avoidance of doubt, in the case of clauses (i) and (ii), including in connection with Parent’s or its Subsidiaries’ obligations under Section 5.11(a) and (b)) or (iii) compliance with reporting, filing or other legal or regulatory requirements imposed on Parent or such Affiliates by a Governmental Authority having jurisdiction over Parent or such Affiliates with respect to such matters, including for the avoidance of doubt through a discovery process in which the applicable Governmental Authority requires production of such Protected Information (each of clause (i), (ii) or (iii) a "Permitted Parent Access Circumstance"), Parent or such Affiliates, as applicable, shall be permitted by Qurate (who, as described in Section 5.20(b) shall, subject to the terms of this Section 5.20, have sole ownership and control of all Protected Information and all Privileged Information (and, in each case, all rights and privileges related thereto) on behalf of all Represented Persons for all purposes of this Section 5.20 and Section 1 of the Qurate Side Letter) access solely to such reasonably necessary portion of the Protected Information ("Necessary Information"); provided, that, with respect to any such Necessary Information that also constitutes Privileged Information, (1) with respect to any Permitted Parent Access Circumstance described in clause (i) or (ii) above, such Privileged Information will only be made available to Parent or its applicable Affiliates if Parent agrees not to (and does not), and agrees to use reasonable best efforts to cause its Affiliates and Representatives not to (and they do not), disclose or use, or allow to be disclosed or used, any such Privileged Information for any purpose, whatsoever, other than the applicable Permitted Parent Access Circumstance described in clause (i) or (ii) above, and (2) under no circumstances will access to such Privileged Information be deemed reasonably necessary in connection with a Permitted Parent Access Circumstance described in clause (ii) above. To the extent any Privileged Information may be accessed pursuant to this Section 5.20(c), Parent and Qurate shall use reasonable best efforts and cooperate with each other to enter into customary and reasonable joint defense, confidentiality, or similar arrangements that, to the extent reasonably practicable, will preserve and protect the privileged nature of such Privileged Information from being waived or impaired.
(d) For the avoidance of doubt, except as expressly provided in Section 5.20(c), none of Parent, the Surviving Corporation, the Surviving Company or their respective Affiliates will have any rights or access to any Protected Information or any Privileged Information, wherever maintained. Further, notwithstanding Section 5.20(c), none of Parent, the Surviving Corporation, the Surviving Company or their respective Affiliates will have any rights or access to any Privileged Information in the files of Baker Botts, Potter Anderson, Sherman or Skadden (for clarity, this sentence does not impact any rights or access to any such Privileged Information other than in the files of such law firms (even if also in the files of such law firms)).

(e) This Section 5.20 shall not apply to any information properly obtained by Parent or its Affiliates or their respective Representatives other than pursuant to Section 5.20(c) and without any breach of this Agreement or any confidentiality agreement. Further, nothing contained in this Section 5.20 is intended to, and this Section 5.20 shall not in any respect, limit or expand the rights and obligations of the parties pursuant to Section 5.3 hereof or the terms of the Tax Sharing Agreement, the Reorganization Agreement or Section 3(a)(v) or Section 6 of the Qurate Side Letter. For the avoidance of doubt, to the extent a Governmental Authority with jurisdiction over a relevant proceeding determines (notwithstanding the express intent of the parties set forth in this Section 5.20) to grant access to, or use of, any Protected Information (including Privileged Information) to which Parent or its applicable Affiliates would not otherwise have the right to access or use pursuant to Section 5.20(c), such access or use will be limited to that which has been mandated or determined by such Governmental Authority and will not serve as a basis to restrict or limit any other rights or protections specified herein.

(f) This Section 5.20 will be irrevocable, and no term of this Section 5.20 may be amended, waived or modified in respect of any Protected Information or any Privileged Information without the prior written consent of Qurate, on behalf of the Represented Persons. Any such amendment, waiver or modification of this Section 5.20 as to which no such consent is obtained shall be null and void. This Section 5.20 is for the benefit of the applicable Represented Persons and their respective Affiliates, each of which is an intended third-party beneficiary of this Section 5.20 and will be entitled to enforce this Section 5.20 against the Parties hereto in such capacity.

(g) For all purposes of this Section 5.20 and Section 1 of the Qurate Side Letter, (i) references to Affiliates of Parent shall include the Surviving Corporation following the Effective Time and the Surviving Company following the Upstream Effective Time, and (ii) references to Affiliates of the Malone Group shall include The Tracy M. Amonette Trust A (also known as The Tracy L. Neal Trust A) and The Evan D. Malone Trust A.

Section 5.21 Vitalize Employee Benefits.

(a) For the period commencing at the Effective Time and ending on the six (6)-month anniversary of the date on which the Effective Time occurs, Parent shall provide (or cause to be provided) to each Company Employee who is employed with Liberty Protein, Inc. or any of its Subsidiaries as of immediately prior to the Effective Time (each, a “Continuing Vitalize Employee”) (i) an annual rate of salary, wages and/or commissions that is no less favorable than the annual rate of salary, wages and/or commissions provided to (A) such Continuing Vitalize Employee as of immediately prior to the Effective Time or (B) similarly situated employees of Parent and its Subsidiaries, excluding Company Employees, (ii) incentive compensation opportunities (including annual incentives, but excluding equity-based incentives) and employee benefits (other than severance) that are substantially comparable in the aggregate to the incentive compensation opportunities (including annual incentives, but excluding equity-based incentives) and employee benefits (other than severance) provided to (A) such Continuing Vitalize Employee during applicable periods prior to the Effective Time or (B) similarly situated employees of Parent and its Subsidiaries, excluding Company Employees, and (iii) severance protections and benefits no less favorable than the severance protections and benefits provided to (A) such Continuing Vitalize Employee as of immediately prior to the Effective Time or (B) similarly situated employees of Parent and its Subsidiaries, excluding Company Employees, in the case of each of clauses (i) through (iii), as determined by Parent in its sole discretion.

(b) With respect to any health or welfare plan maintained by Parent or its Affiliates in which any Continuing Vitalize Employee is eligible to participate at or after the Effective Time, Parent shall use its commercially reasonable efforts, and shall use its commercially reasonable efforts to cause its Affiliates (including the Surviving Corporation or Surviving Company, as applicable) and their respective Third Party insurance providers to, (i) waive preexisting conditions, limitations, exclusions, actively-at-work requirements and waiting periods with respect to participation by and coverage of such Continuing Vitalize Employee (and his or her eligible dependents) to the extent such requirements were waived or satisfied under the comparable Company Plans and (ii) for any group health plan, recognize the dollar amount of all co-payments, deductibles and similar expenses incurred by such Continuing Vitalize Employee (and his or her eligible dependents) during the plan year in which the Effective Time occurs for purposes of satisfying such year’s deductible and co-payment limitations. In addition, as of the Effective Time, Parent shall, and shall cause its Affiliates (including the Surviving Corporation or Surviving Company, as applicable) to, provide each Continuing Vitalize Employee full credit for periods of employment with the Company (including any current or former affiliate of the Company or any predecessor of the Company) for purposes of eligibility, vesting, accruals and determination of level of benefits under any employee benefit or compensation plan or arrangement maintained by Parent or any of its Affiliates (including the Surviving Corporation or Surviving Company, as applicable) that such Continuing Vitalize Employee may be eligible to participate in after the Effective Time for such Continuing Vitalize Employee’s service with the Company or any of its Affiliates, to the same extent that such service was credited for purposes of any comparable Company Plan immediately prior to the Effective Time. Notwithstanding the foregoing, nothing in this Section 5.21(b) shall be construed to require crediting of service that would result in (A) duplication of benefits, (B) service credit for benefit accruals under a defined benefit pension plan or (C) service credit under a newly established plan for which prior service is not taken into account for employees of Parent generally.
(c) Without limiting the generality of Section 8.3, the provisions of this Section 5.21 are solely for the benefit of the Parties to this Agreement, and no current or former Company Employee or any other individual associated therewith shall be regarded for any purpose as a third-party beneficiary of this Section 5.21. No provision of this Section 5.21 shall be construed as a limitation on the right of Parent to amend or terminate any specific employee benefit plan that Parent would otherwise have under the terms of such employee benefit plan, nor shall any provision of this Section 5.21 be construed to require the continuation of the employment of any particular Continuing Vitalize Employee. Nothing herein shall be deemed to establish, amend or modify any Company Plan, Parent Plan or other benefit plan, program, agreement or arrangement maintained or sponsored by Parent, Merger Sub, Merger LLC, the Company or any of their respective Affiliates.

(d) If, at least thirty (30) Business Days prior to the Effective Time, Parent provides written notice to the Company directing the Company to terminate its Qualified Plans, the Company shall terminate any and all Qualified Plans effective as of immediately prior to the Effective Time. In the event that Parent requests that such Qualified Plans be terminated, the Company shall provide Parent with evidence reasonably satisfactory to Parent that such Qualified Plans have been terminated pursuant to resolution of the Company’s Board of Directors at least two (2) Business Days prior to the day on which the Effective Time occurs; provided that prior to terminating the Company’s Qualified Plans, the Company shall provide Parent with the form and substance of any applicable resolutions for review and approval (which approval shall not be unreasonably withheld, conditioned or delayed).

Section 5.22
Financing Matters.

(a) At the request of Parent (which shall be made at least ten (10) Business Days prior to the Closing Date), the Company shall (or shall cause its applicable Subsidiary to) (A) deliver notices of prepayment (which may be delivered at Parent’s request in advance of the Closing Date so long as they are contingent upon the occurrence of the Closing) in respect of any Indebtedness of the Company or any of its Subsidiaries (other than the Exchangeable Debentures) within the time periods reasonably requested by Parent and take such other actions reasonably requested by Parent to facilitate the prepayment of all amounts outstanding in respect of such Indebtedness on or following the Closing Date (it being understood and agreed that any prepayment shall be contingent upon the occurrence of the Closing and, notwithstanding anything in this Section 5.22(e) to the contrary, no actions shall be required which would obligate the Company or its Subsidiaries to complete such prepayment prior to the occurrence of the Closing) and (B) use reasonable best efforts to arrange for customary payoff letters, terminations of commitments, lien terminations, releases and instruments and acknowledgements of discharge, in each case in respect of such Indebtedness to be delivered to Parent on or prior to the Closing Date (it being understood and agreed that reasonable best efforts will be used to deliver drafts of such documents to Parent no later than five (5) Business Days prior to the Closing Date).

(b) The Company shall use its reasonable best efforts to take such actions as may be required by Article IX of the Exchangeable Debentures Indenture in connection with the Combination, including the preparation of, and the execution and delivery of, a supplemental indenture, officers’ certificate and legal opinion in accordance with such Article IX; provided that Parent shall use reasonable best efforts to cause Merger LLC (i) to execute and deliver a supplemental indenture relating to the Upstream Merger to the extent required in accordance with such Article IX and (ii) to deliver any other documentation that may be reasonably required by the trustee under the Exchangeable Debentures Indenture in order to comply with (A) applicable “know your customer” and anti-money laundering rules and regulations relating to Merger LLC’s execution and delivery of such supplemental indenture and (B) the Exchangeable Debentures Indenture. The Company shall provide Parent and its counsel reasonable opportunity to review and comment on such documents and respond in good faith to the reasonable comments of Parent or its counsel with respect thereto. The Company shall use its reasonable best efforts to cause the trustee under the Exchangeable Debentures Indenture to execute any such applicable documents described in this Section 5.22(b), subject to the proviso in the first sentence of this Section 5.22(b). From and after the date hereof, the Company shall continue to comply with the terms of the Exchangeable Debentures Indenture and the Exchangeable Debentures until the Effective Time.

(c) At the request of Parent delivered no later than ten (10) Business Days prior to the Closing Date (but only at such request), the Company shall (A) execute and deliver a notice of redemption for all of the outstanding Exchangeable Debentures pursuant to the Exchangeable Debentures Indenture and the Exchangeable Debentures (which notice shall be delivered no earlier than the Closing Date and shall be contingent upon the occurrence of the Closing) and (B) take such other actions at or prior to the Effective Time reasonably requested by Parent to facilitate the redemption and/or satisfaction and discharge of the Exchangeable Debentures pursuant to the Exchangeable Debentures Indenture and the Exchangeable Debentures following the Closing, including, as applicable, the preparation, execution and delivery of the time set forth in such request or provided in the Exchangeable Debentures Indenture and the Exchangeable Debentures, as applicable, such agreements, legal opinions, officers’ certificates, notices or other documents required in connection therewith to be executed and delivered on the Closing Date. The Company shall provide Parent and its counsel reasonable opportunity to review and comment on such documents and respond in good faith to the reasonable comments of Parent or its counsel with respect thereto. The Company shall use reasonable best efforts to cause the trustee under the Exchangeable Debentures Indenture to execute any such applicable documents described in this Section 5.22(c). The effectiveness of such redemption and/or satisfaction and discharge shall be expressly conditioned on (and shall not occur prior to) the occurrence of the Closing using funds provided by Parent for such purpose.
Section 5.23 **Errors and Omissions Insurance.** At the written request and expense of Parent, to the extent available the Company shall obtain a single premium tail coverage policy (with a length of term as set forth in Parent’s written request), which shall be effective at the Effective Time, with respect to the Company’s current errors and omissions insurance policies, including cybersecurity coverage, relating to Personal Data in the possession of Vitalize that provides coverage for events occurring prior to the Effective Time (the “Errors and Omissions Insurance”) with a one-time cost not in excess of three hundred percent (300%) of the last annual premium paid prior to the date of this Agreement for the Errors and Omissions Insurance.

Section 5.24 **New Governance Agreement.** Parent shall not amend the New Governance Agreement prior to the Effective Time without the prior written consent of the Company (such consent not to be unreasonably withheld, conditioned or delayed so long as such amendment would not reasonably be expected to affect the ability of the Parties to consummate the transactions contemplated by the Transaction Documents).
ARTICLE VI
CONDITIONS PRECEDENT

Section 6.1 Conditions Precedent to the Obligations of Each Party. The respective obligations of each Party to effect the Merger shall be subject to the satisfaction, or waiver in writing by each of the Parties hereto, at or prior to the Closing, of the following conditions:

(a) **Company Stockholder Approval.** The Company Stockholder Approval shall have been obtained.

(b) **Competition Law Approvals.** Any authorization or consent from a Governmental Authority required to be obtained with respect to the transactions contemplated by the Transaction Documents under any Competition Law identified on Section 6.1(b) of the Parent Disclosure Letter shall have been obtained and shall remain in full force and effect.

(c) **No Injunction or Restraints.** No Order or Law entered, enacted, promulgated, enforced or issued by any court or other Governmental Authority of competent jurisdiction, shall be in effect which prevents, prohibits, renders illegal or enjoins the consummation of the Combination or any of the other transactions contemplated by any of the Transaction Documents.

(d) **Registration Statement.** The Registration Statement shall have become effective under the Securities Act, and no stop order or proceedings seeking a stop order shall have been initiated by the SEC and not rescinded.

(e) **Listing.** The shares of Parent Common Stock issuable to the Company Stockholders in connection with the Merger as provided in Article II shall have been authorized for listing on NASDAQ, subject to official notice of issuance.

(f) **Combination.** Assuming the completion of the Merger, there are no conditions that have not been satisfied with the respect to the consummation of the Upstream Merger.

(g) **Split-Off Closing Tax Opinion.** The Company shall have received the opinion of Skadden (or such other counsel reasonably acceptable to the Company and Parent) ("Company Split-Off Tax Counsel"), addressed to the Company and dated the Closing Date, in form and substance reasonably satisfactory to the Company and Parent (it being agreed and understood that an opinion substantially in the form attached hereto as Exhibit J (except for the replacement of bracketed text with accurate dates and names) would be reasonably satisfactory, in all respects, to the Company and Parent), to the effect that, based upon the Closing Split-Off Tax Opinion Representations and any other facts, representations and assumptions set forth or referred to in such opinion, and subject to such qualifications and limitations as may be set forth in such opinion, for U.S. federal income tax purposes, assuming that the Split-Off otherwise qualified as a tax-free distribution under Sections 355 and 361 of the Code to Qurate and the holders of Liberty Ventures Common Stock that received Company Common Stock in the Split-Off (except with respect to any cash received in lieu of fractional shares), the transactions contemplated by this Agreement will not cause the Split-Off to fail to qualify as a tax-free distribution under Sections 355 and 361 of the Code to Qurate and the holders of Liberty Ventures Common Stock that received Company Common Stock in the Split-Off (except with respect to any cash received in lieu of fractional shares).
Section 6.2 Conditions Precedent to the Obligations of Parent, Merger Sub and Merger LLC. The obligations of Parent, Merger Sub and Merger LLC to effect the Combination shall be subject to the satisfaction, or waiver in writing by Parent, at or prior to the Closing of the following conditions:

(a) Representations and Warranties.

(i) The representations and warranties of the Company contained in Sections 3.1 (Organization; Standing and Power), 3.2(a), 3.2(b), 3.2(c), 3.2(d) and 3.2(e) (Capitalization), 3.3 (Subsidiaries), 3.4 (Authorization), 3.8(a) (Absence of Certain Changes), 3.21 (Anti-takeover Statutes), 3.22 (Ownership in Parent) and 3.23 (Brokers and Other Advisors) shall be true and correct in all respects (other than in the case of the representations and warranties in the first sentence of clause (b) of Section 3.2 which shall be true and correct other than in de minimis respects, and clause (c) of Section 3.3 which shall be true and correct in all material respects) as of the date of this Agreement and as of the Closing Date as though made on and as of such date (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case, such representation and warranty shall be true and correct in all respects as of such earlier date).

(ii) The other representations and warranties of the Company contained in this Agreement shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representation and warranty shall be true and correct in all respects as of such earlier date), and, in the case of this clause (ii), interpreted without giving effect to any materiality qualifications contained therein, except where all failures of such representations and warranties referred to in this clause (ii) to be true and correct have not had, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Company and its Subsidiaries, taken as a whole, or prevent the consummation of the transactions contemplated by any of the Transaction Documents.

(b) Performance of Obligations of the Company. The Company shall have performed or complied, in all material respects, with its covenants and agreements required to be performed or complied with by it under this Agreement at or prior to the Closing Date.

(c) Officer’s Certificate. Parent, Merger Sub and Merger LLC shall have received a certificate of an executive officer of the Company as to the satisfaction of the conditions set forth in Sections 6.2(a) and 6.2(b).

(d) Reorganization Tax Opinion. Parent shall have received the opinion of Wachtell (or such other counsel reasonably acceptable to Parent) (“Parent Tax Counsel”), addressed to Parent and dated the Closing Date, in form and substance reasonably satisfactory to Parent, to the effect that, based upon the Reorganization Tax Opinion Representations and any other facts, representations and assumptions set forth or referred to in such opinion, subject to such qualifications and limitations as may be set forth in such opinion, for U.S. federal income tax purposes, the Combination will qualify as a “reorganization” within the meaning of Section 368(a) of the Code. The condition set forth in this Section 6.2(d) shall not be waivable after the effective date of the Registration Statement.

(e) The BD Exchange. Each of the conditions to the consummation of the BD Exchange set forth in Sections 7(a), 7(b), 8 and 9 of the Diller Exchange Agreement has been satisfied or (to the extent permitted thereby) waived, and the BD Exchange shall have been consummated in accordance with the terms of the Diller Exchange Agreement, provided, however, that if the sole cause of the failure of such closing to have occurred is the failure, for a period of at least three (3) Business Days after such closing otherwise would have occurred pursuant to the terms of the Diller Exchange Agreement, of Diller to so close, and on each Business Day during such three (3) Business Day period, the Company has delivered a written notice to each of Parent and Diller that the Company stands ready, willing and able to cause the closing of the BD Exchange to occur on such date then no such consummation of the BD Exchange shall be required.
Section 6.3 Conditions Precedent to the Obligations of the Company. The obligation of the Company to effect the Merger shall be subject to the satisfaction, or waiver in writing by the Company, at or prior to the Closing of the following conditions:

(a) Representations and Warranties.

(i) The representations and warranties of Parent, Merger Sub and Merger LLC contained in Sections 4.1 (Organization; Standing and Power), 4.2 (Capitalization), 4.3 (Authorization), 4.10 (Brokers and Other Advisors) and 4.13 (Ownership of Company Common Stock) shall be true and correct in all respects (other than in the case of the representations and warranties in the first sentence of clause (b), clause (c) and clause (d) of Section 4.2, each of which shall be true and correct other than in de minimis respects) as of the date of this Agreement and as of the Closing Date as though made on and as of such date (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case, such representation and warranty shall be true and correct in all respects as of such earlier date).

(ii) The representations and warranties of Parent, Merger Sub and Merger LLC contained in Sections 4.4 (Consents and Approvals; No Violations) and 4.9 (Tax Matters) shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all respects as of such earlier date), and, in the case of this clause (ii), interpreted without giving effect to any materiality qualifications contained therein, except where all failures of such representations and warranties referred to in this clause (ii) to be true and correct have not had, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Parent and its Subsidiaries, taken as a whole, or prevent the consummation of the transactions contemplated by any of the Transaction Documents.

(iii) The other representations and warranties of Parent, Merger Sub and Merger LLC contained in this Agreement shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all respects as of such earlier date), and, in the case of this clause (iii), interpreted without giving effect to any materiality qualifications contained therein, except where all failures of such representations and warranties referred to in this clause (iii) to be true and correct have not prevented, and would not reasonably be expected to, individually or in the aggregate, prevent the consummation of the transactions contemplated by any of the Transaction Documents.

(b) Performance of Obligations of Parent, Merger Sub and Merger LLC. Each of Parent, Merger Sub and Merger LLC shall have performed or complied, in all material respects, with its covenants and agreements required to be performed or complied with by it under this Agreement at or prior to the Closing Date.

(c) Officer’s Certificate. The Company shall have received a certificate of an executive officer of Parent as to the satisfaction of the conditions set forth in Sections 6.3(a) and 6.3(b).

(d) Reorganization Tax Opinion. The Company shall have received the opinion of Baker Botts (or such other counsel reasonably acceptable to the Company) (“Company Reorganization Tax Counsel”), addressed to the Company and dated the Closing Date, in form and substance reasonably satisfactory to the Company, to the effect that, based upon the Reorganization Tax Opinion Representations and any other facts, representations and assumptions set forth or referred to in such opinion, and subject to such qualifications and limitations as may be set forth in such opinion, for U.S. federal income tax purposes, the Combination will qualify as a “reorganization” within the meaning of Section 368(a) of the Code. The condition set forth in this Section 6.3(d) shall not be waivable after the effective date of the Registration Statement.
ARTICLE VII

TERMINATION

Section 7.1 Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned at any time prior to the Effective Time, whether before or after receipt of the Company Stockholder Approval, as authorized by the Company Board or Parent Board, as applicable, as follows:

(a) by mutual written consent of each of Parent (upon the approval of the Independent Committee), Merger Sub, Merger LLC and the Company;

(b) by either the Company or Parent if:

(i) the Merger has not been consummated on or before October 15, 2019 (the “Drop Dead Date”); provided, that, the Drop Dead Date may be extended for a period of three (3) months by either Parent or the Company, by written notice to the other Party, if the Merger shall not have been consummated as of October 15, 2019 as a result of any of the conditions set forth in Section 6.1(b), (c) (in the case of Section 6.1(c), to the extent relating to a Competition Law) or (d) failing to have been satisfied (and in the case of Section 6.1(d), such condition failing to have been satisfied in a sufficient amount of time for the Company Stockholders Meeting to have been held at least five (5) Business Days before the Drop Dead Date) but each of the other conditions set forth in Article VI has been satisfied or waived (or would be satisfied if the Merger were to occur on such date); provided, further, that, to the extent one or more Government Shutdowns affect the ability of the Parties to satisfy any of the conditions set forth in Sections 6.1(a), 6.1(b), 6.1(c), 6.1(d), 6.1(e), 6.2(b), 6.2(c) (to the extent arising in relation to Section 6.2(b)), 6.3(b) or 6.3(c) (to the extent arising in relation to Section 6.3(b)) prior to the Drop Dead Date including any extension thereto (including due to a delay in the ability to make any applicable filings or in the review thereof by any Governmental Authority), for each calendar day (without duplication) such Government Shutdowns had been in effect and had such effect, the Drop Dead Date shall be extended by one calendar day, but in no event shall the Drop Dead Date be so extended beyond April 15, 2020; provided, further, that the right to terminate this Agreement pursuant to this Section 7.1(b)(i) shall not be available to the Party seeking to terminate this Agreement if such Party’s (in case of Parent, including Merger Sub or Merger LLC) material breach of this Agreement has been the cause of the failure of the Effective Time to occur on or before the Drop Dead Date;

(ii) any Governmental Authority shall have issued or granted an Order or taken any other action permanently restraining, enjoining or otherwise prohibiting the Merger, the Upstream Merger or the other transactions contemplated by the Transaction Documents and such Order or other action is, or shall have become, final and non-appealable; provided, that, the right to terminate this Agreement under this Section 7.1(b)(ii) shall not be available to a Party if a material breach by such Party of its obligations under Section 5.6 has been the cause of the issuance of such Order or other action; or

(iii) the Company Stockholder Approval shall not have been obtained by the Company at the Company Stockholders Meeting, or at any adjournment or postponement thereof, at which a vote on the adoption of this Agreement was taken (the date on which such vote was taken, the “Vote Date”).

(c) by the Company:

(i) provided that the Company is not then in material breach of any of its obligations under this Agreement, if (A) a breach of any representation or warranty or (B) failure to perform any covenant or agreement, in either case, on the part of Parent, Merger Sub or Merger LLC set forth in this Agreement shall have occurred such that any condition set forth in Section 6.3(a) or Section 6.3(b) is not reasonably capable of being satisfied while such breach is continuing and such breach or failure is incapable of being cured by the Drop Dead Date or shall not have been cured by the earlier of the Drop Dead Date or the forty-fifth (45th) day after written notice thereof shall have been received by Parent; or

(d) by Parent:

(i) prior to receipt of the Company Stockholder Approval, if (i) the Company shall have made a Company Adverse Recommendation Change or (ii) the Company shall have materially breached or failed to perform any of its obligations set forth in Section 5.3; or

(ii) provided that none of Parent, Merger Sub or Merger LLC is then in material breach of any of its obligations under this Agreement, if (A) a breach of any representation or warranty or (B) a failure to perform any covenant or agreement, in either case, on the part of the Company set forth in this Agreement (other than a breach or failure to perform contemplated by Section 7.1(d)(i)(B)) shall have occurred such that any condition set forth in Section 6.2(a) or Section 6.2(b) is not reasonably capable of being satisfied while such breach is continuing and such breach or failure is incapable of being cured by the Drop Dead Date or shall not have been cured by the earlier of the Drop Dead Date or the forty-fifth (45th) day after written notice thereof shall have been received by the Company.
Section 7.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 7.1 hereof (other than pursuant to Section 7.1(a)), written notice thereof shall be given to Parent, in the case of termination by the Company, or to the Company, in the case of termination by Parent, specifying the provisions hereof pursuant to which such termination is made and the basis therefor, and this Agreement shall forthwith become null and void and of no effect and the obligations of the Parties under this Agreement shall terminate, without Liability of any Party (or any stockholder, director, officer, employee, agent, consultant or Representative of such Party) to the other Parties hereto; provided, that, no termination of this Agreement pursuant to Section 7.1 shall relieve any Party from any liability or damages resulting from (a) fraud or (b) willful material breach by such Party of its covenants or agreements prior to such termination, in each case, as determined by a court of competent jurisdiction pursuant to a final and nonappealable judgment; provided, further, that the obligations set forth in Section 5.5(d) (Information and Access), Section 5.10 (Expenses), Section 5.17(b) (Reservation of Parent Common Stock), this Section 7.2 and Section 7.3 (Payments), as well as Article VIII (Miscellaneous), and the definitions of all defined terms appearing in such Sections or Article shall survive any termination of this Agreement. The Parties acknowledge and 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 and that monetary damages, even if available, would not be an adequate remedy therefor, and, in all events, the Parties shall be entitled to an injunction or injunctions, or any other appropriate form of equitable relief to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions of this Agreement in accordance with Section 8.13. No termination of this Agreement shall affect the rights and obligations of the Parties under the Confidentiality Agreement or (to the extent such Party is a party thereto) under any Collective Agreement (other than this Agreement), all of which rights and obligations, to the extent not theretofore terminated or extinguished, shall survive termination of this Agreement in accordance with the terms of such applicable agreement or instrument. For purposes of this Agreement, “willful material breach” means a material breach of a party’s covenants and agreements that is the consequence of an act or omission by a party with the knowledge that the taking of such act or failure to take such action would be a material breach of such party’s covenants or agreements (provided, that, the knowledge of any officer, director and/or employee of such party who would reasonably be expected to know, or after reasonable due inquiry would learn, in the ordinary course of the performance of such individual’s responsibilities as an officer, director and/or employee, that the taking of such act or failure to take such action would be a material breach of such party’s covenants and agreements will be imputed to such party).

Section 7.3 Payments.

(a) In the event that, prior to the Vote Date, (i) Parent terminates this Agreement pursuant to Section 7.1(d)(i)(A) or (ii) Parent terminates this Agreement pursuant to Section 7.1(d)(i)(B), then the Company shall pay Parent, within two (2) Business Days of the date of such termination, a one-time fee equal to $72,000,000 (the “Company Termination Fee”) by wire transfer of immediately available funds to an account designated by Parent.

(b) In the event that (i) this Agreement is terminated by the Company or Parent pursuant to Section 7.1(b)(i) or Section 7.1(b)(ii), or by Parent pursuant to Section 7.1(d)(ii)(B), and (ii) (A) at any time after the date of this Agreement and prior to such termination (or, in the case of a termination pursuant to Section 7.1(d)(ii), prior to the Vote Date), an Alternative Company Transaction Proposal shall have been publicly announced or publicly made known to the Company or (B) (x) within six (6) months after such termination, the Company (or any Subsidiary of the Company) shall have entered into a definitive agreement with respect to any Alternative Company Transaction Proposal (regardless if consummated during or subsequent to such six (6) month period) or (y) within twelve (12) months after such termination, the Company (or any Subsidiary of the Company) shall have entered into a definitive agreement with respect to any Alternative Company Transaction Proposal involving the Person or Group (or any Affiliates of the foregoing) that made the Alternative Company Transaction Proposal referred to in clause (i)(A) of this Section 7.3(b) (regardless if consummated during or subsequent to such twelve (12) month period) or shall have consummated such an Alternative Company Transaction, then, in any such event, the Company shall pay or cause to be paid to Parent the Company Termination Fee by wire transfer (to an account designated by Parent) of immediately available funds at or prior to the earlier of the entry into such definitive agreement or the consummation of such Alternative Company Transaction.
Subject to Section 7.2 and Parent’s right to specific performance set forth in Section 8.13, (i) Parent’s right to receive payment of the Company Termination Fee pursuant to Section 7.3(a) shall be Parent, Merger Sub and Merger LLC’s sole and exclusive remedy (whether at law, in equity, in contract, in tort or otherwise) against the Company, any of its Subsidiaries, or any former, current or future direct or indirect equity holder, controlling Person, general or limited partner, stockholder, member, manager, director, officer, employee, agent, Affiliate, assignee or Representative of the Company or its Subsidiaries (any such Person, other than the Company and its Subsidiaries, a “Company Recourse Related Party”) for any damages suffered as a result of the failure of the transactions contemplated by this Agreement to be consummated (other than any such failure with respect to which no Company Termination Fee is payable), and (ii) upon payment of the Company Termination Fee in a circumstance with respect to which the Company Termination Fee is payable pursuant to the terms hereof, neither Parent, Merger Sub nor Merger LLC shall have any rights or claims against the Company or its Subsidiaries under this Agreement, whether at law or equity, in contract, in tort or otherwise, and the Company shall have no further Liability to Parent or any of its Subsidiaries with respect to this Agreement or the transactions contemplated hereby (and, in such case, in no event will Parent or any of its Subsidiaries have any rights or claims against any Company Recourse Related Party, whether at law or equity, in contract, in tort or otherwise, arising out of this Agreement).

Each of the Parties hereto acknowledges that (i) the agreements contained in this Section 7.3 are an integral part of the transactions contemplated by this Agreement, and (ii) without these agreements, the Parties would not enter into this Agreement; accordingly, if the Company fails to timely pay the Company Termination Fee pursuant to this Section 7.3 and, in order to obtain such payment, Parent commences a suit that results in a judgment against the Company for the payment of the Company Termination Fee set forth in this Section 7.3 the Company shall pay Parent its costs and expenses in connection with such suit (including reasonable attorneys’ fees) together with interest on such amount at an annual rate equal to the prime rate established in the Wall Street Journal in effect on the date such payment was required to be made through the date such payment was actually received, or such lesser rate as is the maximum permitted by applicable Law.
ARTICLE VIII
MISCELLANEOUS

Section 8.1 Effectiveness of Representations, Warranties and Agreements. Except as set forth in the next sentence, the respective representations, warranties and agreements of the Parties contained herein or in any certificate delivered pursuant hereto prior to or at the Closing will terminate at the Effective Time. The terms of Article I, Section 5.11, Section 5.20, Section 5.21 and this Article VIII, as well as the covenants and other agreements set forth in this Agreement that by their terms apply, or that are to be performed, in whole or in part, after the Effective Time, shall survive the consummation of the Merger. For the avoidance of doubt, it is agreed and acknowledged by each of the Parties that the statements and representations set forth in the Signing Split-Off Tax Opinion Representation Letters, the Closing Split-Off Tax Opinion Representation Letters, the Company Reorganization Tax Opinion Representation Letter and the Parent Reorganization Tax Opinion Representation Letter are made solely to Company Split-Off Tax Counsel, Company Reorganization Tax Counsel and Parent Tax Counsel, as applicable, and are not intended to and shall not confer upon any of the Parties or any other Person any rights or remedies (including serving as the basis of a claim for, or a defense against, any Action by any Party or other Person).

Section 8.2 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given (a) on the date of delivery if delivered personally or sent via facsimile or e-mail or (b) on the first (1st) Business Day following the date of dispatch if sent by a nationally recognized overnight courier (providing proof of delivery), in each case to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice); provided, that, should any such delivery be made by facsimile or e-mail, the sender shall also send a copy of the information so delivered on or before the next Business Day by a nationally recognized overnight courier:

if to Parent, Merger Sub or Merger LLC, to:
Expedia Group, Inc.
333 108th Ave NE
Bellevue, WA 98004
Facsimile: Separately provided
Attention: Chief Legal Officer
Email: Separately provided

with a copy to (which shall not constitute notice):
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Facsimile: (212) 403-2000
Attention: Andrew J. Nussbaum
            Edward J. Lee
Email: AJNussbaum@wlrk.com
       EJLee@wlrk.com

if to the Company, to:
Liberty Expedia Holdings, Inc.
12300 Liberty Boulevard
Englewood, CO 80112
Facsimile: Separately provided
Attention: Chief Legal Officer
Email: Separately provided

with a copy to (which shall not constitute notice):
Baker Botts L.L.P.
30 Rockefeller Plaza
New York, NY 10112
Facsimile: (212) 259-2500
Attention: Renee L. Wilm
          Frederick H. McGrath
Email: renee.wilm@bakerbotts.com
         frederick.mcgrath@bakerbotts.com
Section 8.3 Entire Agreement; No Third-Party Beneficiaries. This Agreement (including the documents and the instruments referred to herein) and the other Transaction Documents, and the Voting Agreement and the New Governance Agreement constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral (except the Confidentiality Agreement and, as applicable, the Collective Agreements), among the parties with respect to the subject matter hereof and neither Party is relying on any other oral or written representation, agreement or understanding and no Party makes any express or implied representation or warranty in connection with the transactions contemplated by this Agreement, in each case other than as set forth in this Agreement. This Agreement is not intended to and shall not confer upon any Person other than the Parties any rights or remedies except (a) for the provisions of Article II (which upon the Effective Time are intended to benefit the Company Stockholders and the holders of Company Equity Awards) and (b) as provided in Section 5.11 and Section 5.20.

Section 8.4 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of Law or otherwise by any of the Parties hereto without the prior written consent of the other Parties, provided, that, without the consent of any other party hereto, Qurate may assign all of its rights and obligations (in full, and together, not in part or separately) under Section 5.20 (other than Section 5.20(a)) and Section 1 of the Qurate Side Letter to any other Covered Person (who, at the time of such assignment is a publicly traded company on NASDAQ or the New York Stock Exchange with a market capitalization of at least $2,000,000,000) and that irrevocably agrees to expressly assume all such rights and obligations (including in respect of any breaches of such obligations by Qurate prior to such assignment) in a signed instrument for the benefit of Parent and the Company (which must be delivered to Parent and the Company at least five (5) Business Days in advance of the effective date of any such assignment), in which such assignee Covered Person and Qurate each represent and warrant (without qualification or limitation) to Parent and the Company that such assignee Covered Person has sole ownership of and control over all Protected Information (to the same degree as Qurate prior to such assignment) on behalf of all Represented Persons for all purposes of Section 5.20 and Section 1 of the Qurate Side Letter and the wherewithal to be legally, financially and practically capable of fulfilling the assumed obligations of Qurate (including in respect of any breaches of such obligations by Qurate prior to such assignment), and following such delivery of such irrevocable written instrument to Parent and the Company by Qurate and such Represented Person, upon the effectiveness of such assignment, Qurate shall be automatically replaced with such Covered Person for all such purposes under Section 5.20 (other than Section 5.20(a)) and Section 1 of the Qurate Side Letter. For the avoidance of doubt, notwithstanding any such assignment, Qurate shall continue to be a Represented Person in its own right under Section 5.20 and a third party beneficiary of Section 5.20 in such capacity. Any assignment in violation of the preceding sentence shall be void. Subject to the preceding two sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

Section 8.5 Amendment and Supplements. This Agreement may be amended or supplemented at any time by additional written agreements signed by, or on behalf of the Parties, as may mutually be determined by the Parties (including, in the case of Parent, upon the approval of the Independent Committee) to be necessary, desirable or expedient to further the purpose of this Agreement or to clarify the intention of the Parties, whether before or after adoption of this Agreement by the Company Stockholders; provided, however, that, after the Company Stockholder Approval or the approval of the adoption of this Agreement by the sole stockholder of Merger Sub has been obtained, no amendment shall be made that pursuant to applicable Law requires further approval or adoption by the Company Stockholders or requires approval or adoption by the Parent Stockholders or the sole stockholder of Merger Sub under applicable Law without such requisite approval or adoption. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each of the Parties in interest at the time of the amendment and, with respect to Sections 5.11 and 5.20, any other Person whose consent is required to effect such amendment.

Section 8.6 Headings. The headings and table of contents contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 8.7 Waiver. No provision of this Agreement may be waived except by a written instrument signed by the Party against whom the waiver is to be effective (including, in the case of Parent, upon the approval of the Independent Committee). Any agreement on the part of a party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such party (including, in the case of Parent, upon the approval of the Independent Committee). No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof or 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 provided herein shall be cumulative and not exclusive of any rights or remedies provided by Law.
Section 8.8 Counterparts. This Agreement may be executed in one (1) or more counterparts, all of which shall be considered one (1) and the same agreement and shall become effective when one (1) or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

Section 8.9 Applicable Law. All disputes, claims or controversies arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the Laws of the State of Delaware without regard to its rules of conflict of Laws.

Section 8.10 Jurisdiction. Each of the Parties hereto (a) irrevocably and unconditionally consents to submit itself to the sole and exclusive personal jurisdiction of the Court of Chancery of the State of Delaware, or, if that court does not have jurisdiction, the Superior Court of the State of Delaware, or, if the subject matter of the action is one over which exclusive jurisdiction is vested in the courts of the United States of America, a federal court sitting in the State of Delaware (collectively, the "Delaware Courts") in connection with any dispute, claim, or controversy arising out of or relating to this Agreement or the transactions contemplated hereby, (b) waives any objection to the laying of venue of any such litigation in any of the Delaware Courts, (c) agrees not to plead or claim in any such court that such litigation brought therein has been brought in an inconvenient forum and agrees not otherwise to attempt to deny or defeat such personal jurisdiction or venue by motion or other request for leave from any such court, and (d) agrees that it will not bring any Action in connection with any dispute, claim, or controversy arising out of or relating to this Agreement or the transactions contemplated hereby, in any court or other tribunal, other than any of the Delaware Courts. All Actions arising out of or relating to this Agreement or the transactions contemplated hereby shall be heard and determined in the Delaware Courts. Each of the Parties hereto hereby irrevocably and unconditionally agrees that service of process in connection with any dispute, claim, or controversy arising out of or relating to this Agreement or the transactions contemplated hereby may be made upon such Party by prepaid certified or registered mail, with a validated proof of mailing receipt constituting evidence of valid service, directed to such Party at the address specified in Section 8.2 hereof. Service made in such manner, to the fullest extent permitted by applicable Law, shall have the same legal force and effect as if served upon such Party personally within the State of Delaware. Nothing herein shall be deemed to limit or prohibit service of process by any other manner as may be permitted by applicable Law.

Section 8.11 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) 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 THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 8.11.

Section 8.12 Joint Participation in Drafting this Agreement. The Parties acknowledge and confirm that each of their respective attorneys have participated jointly in the drafting, review and revision of this Agreement and that it has not been written solely by counsel for one Party and that each Party has had the benefit of its independent legal counsel’s advice with respect to the terms and provisions hereof and its rights and obligations hereunder. Each Party hereto, therefore, stipulates and agrees that the rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting Party shall not be employed in the interpretation of this Agreement to favor any Party against another and that no Party shall have the benefit of any legal presumption or the detriment of any burden of proof by reason of any ambiguity or uncertain meaning contained in this Agreement.

Section 8.13 Enforcement of this Agreement. The Parties acknowledge and agree that irreparable damage would occur and that the Parties would not have any adequate remedy at Law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement (without the obligation to post a bond therefor) and to enforce specifically the terms and provisions of this Agreement in the Court of Chancery of the State of Delaware, this being in addition to any other remedy to which they are entitled at law or in equity. Notwithstanding anything to the contrary contained herein, any determination by the Parent Board with respect to the enforcement (or non-enforcement) of Parent’s rights hereunder shall be made only with the approval of the Independent Committee.
Section 8.14 **Limited Liability.** Notwithstanding any other provision of this Agreement, no stockholder, director, officer, Affiliate, agent or Representative of any Party (other than Parent as the sole member of Merger LLC and Merger LLC as the sole stockholder of Merger Sub) will have any Liability for a breach of the covenants, obligations, representations or warranties of the Company or Parent, respectively, hereunder or under any certificate or letter delivered by the Company or Parent, respectively, with respect thereto and, to the fullest extent legally permissible, each Party, for itself and its stockholders, directors, officers and Affiliates, waives and agrees not to seek to assert or enforce any such Liability which any such Person otherwise might have pursuant to applicable Law.

Section 8.15 **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, insofar as the foregoing can be accomplished without materially affecting the economic benefits anticipated by the parties to this Agreement. 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 greatest extent possible.

Section 8.16 **Incorporation of Exhibits.** The Company Disclosure Letter, the Parent Disclosure Letter and all Exhibits and schedules attached hereto and referred to herein are hereby incorporated herein and made a part hereof for all purposes as if fully set forth herein.

Section 8.17 **No Joint Venture.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. No Party is by virtue of this Agreement authorized as an agent, employee or legal Representative of any other Party. No Party shall have the power to control the activities and operations of any other and their status is, and at all times shall continue to be, that of independent contractors with respect to each other. No Party shall have any power or authority to bind or commit any other Party. No Party shall hold itself out as having any authority or relationship in contravention of this Section 8.17.

[Signature Pages Follow]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the date first above written.

EXPEDIA GROUP, INC.

By:  /s/ Mark D. Okerstrom
     Name:  Mark D. Okerstrom
     Title:  President and Chief Executive Officer

LEMS II INC.

By:  /s/ Mark D. Okerstrom
     Name:  Mark D. Okerstrom
     Title:  President and Chief Executive Officer

LEMS I LLC

By:  /s/ Mark D. Okerstrom
     Name:  Mark D. Okerstrom
     Title:  President and Chief Executive Officer

LIBERTY EXPEDIA HOLDINGS, INC.

By:  /s/ Christopher W. Shean
     Name:  Christopher W. Shean
     Title:  President and Chief Executive Officer

[Signature Page to Agreement and Plan of Merger]
Exhibit 3.1

EXPEDIA GROUP, INC.

GENERAL BY-LAWS

AMENDED AND RESTATED AS OF

APRIL 15, 2019
AMENDED AND RESTATED
BY-LAWS
OF
EXPEDIA GROUP, INC.

ARTICLE I
OFFICES

Section 1. PRINCIPAL OFFICE. The registered office of Expedia Group, Inc. (the “Corporation,” f/k/a “Expedia, Inc.”) shall be located in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. OTHER OFFICES. The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II
STOCKHOLDERS

Section 1. PLACE OF MEETING. Meetings of stockholders may be held at such place, either within or without the State of Delaware, as may be designated by the Board of Directors. If no designation is made, the place of the meeting shall be the principal office of the Corporation.

Section 2. ANNUAL MEETING. The annual meeting of the stockholders shall be held at such date and time as may be fixed by resolution of the Board of Directors.

Section 3. SPECIAL MEETINGS. Special meetings of the stockholders may be called by the Chairman of the Board or a majority of the Board of Directors.

Section 4. NOTICE. Written notice stating the date, time and place, if any, of the meeting, the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and in case of a special meeting, the purpose or purposes thereof, shall be given to each stockholder entitled to vote thereat not less than ten (10) nor more than sixty (60) days prior thereto, either personally or by mail, facsimile, telegraph or other means of electronic communication, addressed to each stockholder at his address as it appears on the records of the Corporation; PROVIDED that notices to stockholders who share an address may be given in the manner permitted by the General Corporation Law of the State of Delaware. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid.

If notice be by facsimile, telegram, or other means of electronic communication, such notice shall be deemed to be given at the time provided in the General Corporation Law of the State of Delaware. Such further notice shall be given as may be required by law. Meetings may be held without notice if all stockholders entitled to vote are present (unless any such stockholders are present for the purpose of objecting to the meeting as lawfully called or convened), or if notice is waived by those not present. Any previously scheduled meeting of the stockholders may be postponed, and (unless the Certificate of Incorporation otherwise provides) any special meeting of the stockholders may be canceled, by resolution of the Board of Directors upon public notice given prior to the time previously scheduled for such meeting of stockholders.

-1-
Section 5. ADJOURNED MEETINGS. The Chairman of the meeting or a majority of the voting power of the shares so represented may adjourn the meeting from time to time, whether or not there is a quorum. When a meeting is adjourned to another time or place, except as required by law, notice of the adjourned meeting need not be given if the time, place, if any, thereof and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, are announced at the meeting at which the adjournment is taken, if the adjournment is for not more than thirty (30) days, and if no new record date is fixed for the adjourned meeting. At the adjourned meeting the Corporation may transact any business that might have been transacted at the original meeting.

Section 6. QUORUM. Except as otherwise required by law, the holders of shares representing a majority of the voting power of the Corporation entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business; PROVIDED, HOWEVER, that where a separate vote by a class or series or classes or series is required, a majority of the outstanding shares of such class or series or classes or series shall constitute a quorum with respect to such vote. If a quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. If at such adjourned meeting, a quorum shall be present or represented, any business may be transacted that might have been transacted at the meeting as originally notified.

Section 7. VOTING. Except as otherwise provided in the Certificate of Incorporation, each stockholder shall at every meeting of the stockholders be entitled to vote in person or by proxy each share of the class of capital stock having voting power held by such stockholder.

Section 8. PROCEDURE FOR ELECTION OF DIRECTORS; REQUIRED VOTE. Election of directors at all meetings of the stockholders at which directors are to be elected shall be by ballot, and, subject to the rights of the holders of shares of Preferred Stock to elect directors under specified circumstances, a plurality of the votes cast thereat shall elect directors. Except as otherwise provided by law, the Certificate of Incorporation, or these By-Laws, in all matters other than the election of directors, the affirmative vote of a majority of the voting power of the shares present in person or represented by proxy at the meeting and entitled to vote on the matter shall be the act of the stockholders.

Section 9. INSPECTORS OF ELECTIONS; OPENING AND CLOSING THE POLLS. The Board of Directors by resolution shall appoint one or more inspectors, which inspector or inspectors may include individuals who serve the Corporation in other capacities, including, without limitation, as officers, employees, agents or representatives, to act at the meetings of stockholders and make a written report thereof. One or more persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate has been appointed to act or is able to act at a meeting of stockholders, the Chairman of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before discharging the duties of an inspector, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of the inspector’s ability. The inspectors shall have the duties prescribed by law.

The Chairman of the meeting shall fix and announce at the meeting the date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting.

Section 10. ACTION WITHOUT MEETING. Any action required or permitted to be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all of the shares entitled to vote thereon were present and voted, PROVIDED that prompt notice of such action shall be given to those stockholders who have not so consented in writing to such action without a meeting and who would have been entitled to notice of such meeting.
ARTICLE III
DIRECTORS

Section 1.  NUMBER AND TENURE.  The business and affairs of the Corporation shall be managed by the Board of Directors, the number thereof to be determined from time to time by resolution of the Board of Directors.  Each director shall serve for a term of one year from the date of his election and until his successor is elected.  Directors need not be stockholders.

Section 2.  RESIGNATION OR REMOVAL.  Any director may at any time resign by delivering to the Board of Directors his resignation in writing.  Any director or the entire Board of Directors may at any time be removed effective immediately, with or without cause, by the vote, either in person or represented by proxy, of a majority of the voting power of shares of stock issued and outstanding of the class or classes that elected such director and entitled to vote at a special meeting held for such purpose or by the written consent of a majority of the voting power of shares of stock issued and outstanding of the class or classes that elected such director.

Section 3.  VACANCIES.  Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by the vote of a majority of the remaining directors elected by the stockholders who vote on such directorship, though less than a quorum, or a majority of the voting power of shares of such stock issued and outstanding and entitled to vote on such directorship at a special meeting held for such purpose or by the written consent of a majority of the voting power of shares of such stock issued and outstanding.  The directors so chosen shall hold office until the next annual election and until their respective successors are duly elected.

Section 4.  REGULAR MEETINGS.  Regular meetings of the Board of Directors shall be held at such dates, times and places as may be designated by the Chairman of the Board, and shall be held at least once each year.

Section 5.  SPECIAL MEETINGS.  Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board or a majority of the directors.  The person or persons calling a special meeting of the Board of Directors may fix a place and time within or without the State of Delaware for holding such meeting.

Section 6.  NOTICE.  Notice of any regular meeting or a special meeting shall be given to each director, either orally, by facsimile or other means of electronic communication or by hand delivery, addressed to each director at his address as it appears on the records of the Corporation.  If notice be by facsimile or other means of electronic communication, such notice shall be deemed to be adequately delivered when the notice is transmitted at least twenty-four (24) hours before such meeting.  If by telephone or by hand delivery, the notice shall be given at least twenty-four (24) hours prior to the time set for the meeting.  Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice of such meeting.  A meeting may be held at any time without notice if all the directors are present or if those not present waive notice of the meeting in accordance with Article IX of these By-Laws.
Section 7. QUORUM. At all meetings of the Board of Directors, a majority of the total number of directors shall constitute a quorum for the transaction of business and, unless otherwise provided in the Certificate of Incorporation or these By-Laws, the affirmative vote of a majority of the directors present at any meeting at which there is a quorum shall be an act of the Board of Directors. If a quorum is not present at any meeting of the Board of Directors, the directors present may adjourn the meeting from time to time, without notice, until a quorum shall be present. A director present at a meeting shall be counted in determining the presence of a quorum, regardless of whether a contract or transaction between the Corporation and any other corporation, partnership, association, or other organization in which such director is a director or officer or has a financial interest, is authorized or considered at such meeting.

Section 8. ACTION WITHOUT MEETING. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing or by electronic communication and such written consent or consents and copies of such communication or communications are filed with the minutes of proceedings of the Board of Directors or committee.

Section 9. ACTION BY CONFERENCE TELEPHONE. Members of the Board of Directors or any committee thereof may participate in a meeting of such Board of Directors or committee by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

Section 10. COMMITTEES. The Board of Directors may from time to time designate committees of the Board of Directors, with such lawfully delegable powers and duties as it thereby confers, to serve at the pleasure of the Board of Directors and shall, for those committees and any others provided for herein, elect a director or directors to serve as the member or members, designating, if it desires, other directors as alternate members who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of any committee and any alternate member in his place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not he or they constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

Section 11. COMPENSATION OF DIRECTORS. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of committees may be allowed like compensation for attending committee meetings.

ARTICLE IV
OFFICERS

Section 1. NUMBER AND SALARIES. The elected officers of the Corporation shall consist of a Chairman of the Board (the “Chairman”), a Secretary, a Treasurer, and such other officers and agents as may be deemed necessary by the Board of Directors. Any two (2) or more offices may be held by the same person. The Chairman shall appoint a Chief Executive Officer (the “CEO”).

Section 2. ELECTION AND TERM OF OFFICE. The elected officers of the Corporation shall be elected by the Board of Directors at the first meeting of the Board of Directors following the stockholders’ annual meeting, and shall serve for a term of one (1) year and until a successor is elected by the Board of Directors. Unless otherwise provided in the Certificate of Incorporation or these By-Laws, any officer appointed by the Board of Directors may be removed, with or without cause, at any time by the Chairman or by the Board of Directors. Each officer shall hold his office until his successor is appointed or until his earlier resignation, removal from office, or death. All officers elected by the Board of Directors shall each have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of this Article IV. Such officers shall also have such powers and duties as from time to time may be conferred by the Board of Directors or by any committee thereof. The Board or any committee thereof may from time to time elect, or the Chairman may appoint, such other officers (including a President, a Chief Financial Officer and one or more Vice Presidents) and such agents, as may be necessary or desirable for the conduct of the business of the Corporation. Such other officers and agents shall have such duties and shall hold their offices for such terms as shall be provided in these By-Laws or as may be prescribed by the Board or such committee or by the Chairman, as the case may be.
Section 3.  THE CHAIRMAN OF THE BOARD.  Except as otherwise provided in the Certificate of Incorporation, the Chairman shall be elected by the Board of Directors from their own numbers and shall preside at all meetings of the stockholders and of the Board of Directors. The Chairman shall be the senior executive officer of the Corporation. The Chairman shall perform such duties and possess such powers as are customarily vested in the office of the Chairman of the Board or as may be vested in him by the Board of Directors. During the time of any vacancy in the office of CEO or in the event of the absence or disability of the CEO, the Chairman shall have the duties and powers of the CEO unless otherwise determined by the Board of Directors. In no event shall any third party having dealings with the Corporation be bound to inquire as to any facts required by the terms of this Section 3 for the exercise by the Chairman of the powers of the CEO. The Chairman shall be empowered to sign all certificates, contracts and other instruments of the Corporation, and to do all acts that are authorized by the Board of Directors, and shall, in general, have such other duties and responsibilities as are assigned consistent with the authority of a Chairman of the Board of a corporation. In addition, the Board of Directors may designate by resolution one or more Vice Chairmen of the Board with such duties as may from time to time be requested by the Board of Directors.

Section 4.  THE CHIEF EXECUTIVE OFFICER. The CEO shall be appointed by, and report to, the Chairman. The CEO may be removed, with or without cause, at any time by the Chairman. The CEO shall be responsible for the general management of the affairs of the Corporation and shall perform all duties incidental to his office. The CEO shall be empowered to sign all certificates, contracts and other instruments of the Corporation, and to do all acts that are authorized by the Board of Directors, and shall, in general, have such other duties and responsibilities as are assigned consistent with the authority of a Chief Executive Officer of a corporation.

Section 5. THE PRESIDENT. The Board of Directors or the Chairman may elect a President to have such duties and responsibilities as from time to time may be assigned to him by the Chairman or the Board of Directors. The President shall be empowered to sign all certificates, contracts and other instruments of the Corporation, and to do all acts which are authorized by the Chairman or the Board of Directors, and shall, in general, have such other duties and responsibilities as are assigned consistent with the authority of a President of a corporation.

Section 6. CHIEF FINANCIAL OFFICER. The Chief Financial Officer (if any) shall act in an executive financial capacity. The Chief Financial Officer shall assist the Chairman of the Board, CEO and the President in the general supervision of the Corporation’s financial policies and affairs. The Chief Financial Officer shall be empowered to sign all certificates, contracts and other instruments of the Corporation, and to do all acts which are authorized by the Chairman or the Board of Directors, and shall, in general, have such other duties and responsibilities as are assigned consistent with the authority of a Chief Financial Officer of a corporation.
Section 7. VICE PRESIDENTS. The Board of Directors or the Chairman may from time to time name one or more Vice Presidents that may include the designation of Executive Vice Presidents and Senior Vice Presidents all of whom shall perform such duties as from time to time may be assigned to him by the Chairman or the Board of Directors.

Section 8. THE SECRETARY. The Secretary shall keep the minutes of the proceedings of the stockholders and the Board of Directors; the Secretary shall give, or cause to be given, all notices in accordance with the provisions of these By-Laws or as required by law, shall be custodian of the corporate records and of the seal of the Corporation, and, in general, shall perform such other duties as may from time to time be assigned by the Chairman or the Board of Directors.

Section 9. TREASURER. The Treasurer shall have the custody of the corporate funds and securities, shall keep, or cause to be kept, correct and complete books and records of account, including full and accurate accounts of receipts and disbursements in books belonging to the Corporation, shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors, and in general shall perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Chairman or the Board of Directors.

ARTICLE V
CERTIFICATES OF STOCK

Section 1. SIGNATURE BY OFFICERS. Every holder of stock in the Corporation shall be entitled to have a certificate signed by or in the name of the Corporation by the Chairman, CEO or President, if any (or any Vice President), and by the Treasurer or the Secretary of the Corporation, certifying the number of shares owned by the stockholder in the Corporation.

Section 2. FACSIMILE SIGNATURES. The signature of the Chairman, CEO, President, Vice President, Treasurer or Secretary may be a facsimile. In case any officer or officers who have signed, or whose facsimile signature or signatures have been used on any such certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates have been delivered by the Corporation, such certificate or certificates may nevertheless be adopted by the Corporation and be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures have been used thereon had not ceased to be such officer or officers of the Corporation.

Section 3. LOST CERTIFICATES. The Board of Directors may direct that new certificate(s) be issued by the Corporation to replace any certificate(s) alleged to have been lost or destroyed, upon its receipt of an affidavit of that fact by the person claiming the certificate(s) of stock to be lost or destroyed. When authorizing such issue of new certificate(s), the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate(s), or such owner’s legal representative, to advertise the same in such manner as it shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate(s) alleged to have been lost or destroyed.

Section 4. TRANSFER OF STOCK. Upon surrender to the Corporation or its transfer agent of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, the Corporation shall issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.
Section 5. CLOSING OF TRANSFER BOOKS OR FIXING OF RECORD DATE. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders, or to receive payment of any dividend or other distribution or allotment of any rights or to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted and, in the case of a meeting of stockholders, which record date shall not be more than sixty (60) nor less than ten (10) days before the date of any meeting of stockholders, nor more than sixty (60) days prior to the time for such other action as hereinbefore described; PROVIDED, HOWEVER, that if no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, and, for determining stockholders entitled to receive payment of any dividend or other distribution or allotment of rights or to exercise any rights of change, conversion or exchange of stock or for any other purpose, the record date shall be at the close of business on the day on which the Board of Directors adopts a resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; PROVIDED, HOWEVER, that the Board of Directors may fix a new record date for the adjourned meeting.

In order that the Corporation may determine the stockholders entitled to consent to corporate action without a meeting (including by telegram, cablegram or other electronic communication as permitted by law), the Board of Directors may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall be not more than ten (10) days after the date upon which the resolution fixing the record date is adopted. If no record date has been fixed by the Board of Directors and no prior action by the Board of Directors is required by the General Corporation Law of the State of Delaware, the record date shall be the first date on which a consent setting forth the action taken or proposed to be taken is delivered to the Corporation in the manner prescribed by Article I, Section 10 hereof. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by the General Corporation Law of the State of Delaware with respect to the proposed action by consent of the stockholders without a meeting, the record date for determining stockholders entitled to consent to corporate action without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 6. REGISTERED STOCKHOLDERS. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and to vote as such owner. Except as otherwise provided by law, the Corporation shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person whether or not it shall have express or other notice thereof.

ARTICLE VI
CONTRACT, LOANS, CHECKS, AND DEPOSITS

Section 1. CONTRACTS. When the execution of any contract or other instrument has been authorized by the Board of Directors without specification of the executing officers, the Chairman, the CEO, the President, any Vice President, the Treasurer and the Secretary, may execute the same in the name of and on behalf of the Corporation and may affix the corporate seal thereto.
Section 2. LOANS. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.

Section 3. CHECKS. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. ACCOUNTS. Bank accounts of the Corporation shall be opened, and deposits made thereto, by such officers or other persons as the Board of Directors may from time to time designate.

ARTICLE VII
DIVIDENDS

Section 1. DECLARATION OF DIVIDENDS. Subject to the provisions, if any, of the Certificate of Incorporation, dividends upon the capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or contractual rights, or in shares of the Corporation’s capital stock.

Section 2. RESERVES. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, thinks proper as a reserve or reserves to meet contingencies or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Board of Directors shall think conducive to the interests of the Corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

ARTICLE VIII
FISCAL YEAR

The fiscal year of the Corporation shall be established by the Board of Directors.

ARTICLE IX
WAIVER OF NOTICE

Whenever any notice whatever is required to be given by law, the Certificate of Incorporation or these By-Laws, a written waiver thereof, signed by the person or persons entitled to such notice, or a waiver by electronic communications by such person or persons whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be conducted at, nor the purpose of such meeting, need be specified in such waiver. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.
ARTICLE X
SEAL

The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization, and the words “Corporate Seal, Delaware”. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

ARTICLE XI
AMENDMENTS

Except as expressly provided otherwise by the General Corporation Law of the State of Delaware, the Certificate of Incorporation, or other provisions of these By-Laws, these By-Laws may be altered, amended or repealed and new By-Laws adopted at any regular or special meeting of the Board of Directors by an affirmative vote of a majority of all directors.

ARTICLE XII
INDEMNIFICATION AND INSURANCE

Section 1. INDEMNIFICATION. (A) Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit, or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or a person of whom he is the legal representative is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer or trustee of another corporation or of a partnership, joint venture, trust, employee benefit plan maintained or sponsored by the Corporation or other enterprise (whether the basis of such proceeding is alleged action in an official capacity as a director, officer or trustee or in any other capacity while serving as a director, officer or trustee) (each such person, an “indemnitee”), shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys’ fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer or trustee and shall inure to the benefit of his heirs, executors and administrators; PROVIDED, HOWEVER, that except as provided in paragraph (C) of this By-Law, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors. The right to indemnification conferred in this By-Law shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition, such advances to be paid by the Corporation within 20 days after the receipt by the Corporation of a statement or statements from the claimant requesting such advance or advances from time to time; PROVIDED, HOWEVER, that if the General Corporation Law of the State of Delaware requires, the payment of such expenses incurred by a director or officer in his capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this By-Law or otherwise.
To obtain indemnification under this By-Law, a claimant shall submit to the Corporation a written request, including therein or therewith such documentation and information as is reasonably available to the claimant and is reasonably necessary to determine whether and to what extent the claimant is entitled to indemnification. Upon written request by a claimant for indemnification pursuant to the first sentence of this paragraph (B), a determination, if required, by applicable law, with respect to the claimant’s entitlement thereto shall be made as follows: (1) if requested by the claimant, by Independent Counsel (as hereinafter defined), or (2) if no request is made by the claimant for a determination by Independent Counsel, (i) by the Board of Directors by a majority vote of the Disinterested Directors (as hereinafter defined), even though less than a quorum, or (ii) by a committee of Disinterested Directors designated by majority vote of the Disinterested Directors, even though less than a quorum, or (iii) if there are no Disinterested Directors or the Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to the claimant, or (iv) if a quorum of Disinterested Directors so directs, by the stockholders of the Corporation. If it is so determined that the claimant is entitled to indemnification, payment to the claimant shall be made within 10 days after such determination.

If a claim under paragraph (A) of this By-Law is not paid in full by the Corporation within 30 days after a written claim pursuant to paragraph (B) of this By-Law has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standard of conduct which makes it permissible under the General Corporation Law of the State of Delaware for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including the Disinterested Directors, Independent Counsel or stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the Corporation (including the Disinterested Directors, Independent Counsel or stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

If a determination shall have been made pursuant to paragraph (B) of this By-Law that the claimant is entitled to indemnification, the Corporation shall be bound by such determination in any judicial proceeding commenced pursuant to paragraph (C) of this By-Law.

The Corporation shall be precluded from asserting in any judicial proceeding commenced pursuant to paragraph (C) of this By-Law that the procedures and presumptions of this By-Law are not valid, binding and enforceable and shall stipulate in such proceeding that the Corporation is bound by all the provisions of this By-Law.

The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this By-Law shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, By-Laws, agreement, vote of stockholders or Disinterested Directors or otherwise. No repeal or modification of this By-Law shall in any way diminish or adversely affect the rights of any director, officer, employee or agent of the Corporation hereunder in respect of any occurrence or matter arising prior to any such repeal or modification.
The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and rights to be paid by the Corporation the expenses incurred in defending any proceeding in advance of its final disposition, to any employee or agent of the Corporation to the fullest extent of the provisions of this By-Law with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

If any provision or provisions of this By-Law shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (1) the validity, legality and enforceability of the remaining provisions of this By-Law (including, without limitation, each portion of any paragraph of this By-Law containing any such provision held to be invalid, illegal or unenforceable, that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (2) to the fullest extent possible, the provisions of this By-Law (including, without limitation, each such portion of any paragraph of this By-Law containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

For purposes of this By-Law:

(i) “Disinterested Director” means a director of the Corporation who is not and was not a party to the matter in respect of which indemnification is sought by the claimant.

(ii) “Independent Counsel” means a law firm, a member of a law firm, or an independent practitioner, selected by the Disinterested Directors, that is experienced in matters of corporation law and shall include any person who, under the applicable standards of professional conduct then prevailing, would not have a conflict of interest in representing either the Corporation or the claimant in an action to determine the claimant’s rights under this By-Law.

Any notice, request or other communication required or permitted to be given to the Corporation under this By-Law shall be in writing and either delivered in person or sent by telecopy, telex, telegram, overnight mail or courier service, or certified or registered mail, postage prepaid, return receipt requested, to the Secretary of the Corporation and shall be effective only upon receipt by the Secretary.

Section 2. INSURANCE. The Corporation may maintain insurance, at its expense, to protect itself and any director or officer of the Corporation or any director, officer, trustee, employee or agent of another corporation, or of a partnership, joint venture, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of the State of Delaware. To the extent that the Corporation maintains any policy or policies providing such insurance, each such director or officer and trustee, and each such agent or employee to which rights to indemnification have been granted as provided in paragraph (G) of Section 1 of this By-Law, shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage thereunder for any such director, officer, trustee, employee or agent.

ARTICLE XIII
EXCLUSIVE FORUM

Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for (A) any derivative action or proceeding brought on behalf of the Corporation, (B) any action asserting a claim of breach of a fiduciary duty owed by any director or officer or other employee of the Corporation to the Corporation or the Corporation’s stockholders, (C) any action asserting a claim against the Corporation or any director or officer or other employee of the Corporation arising pursuant to any provision of the General Corporation Law of the State of Delaware or the Certificate of Incorporation or these By-Laws (as either may be amended from time to time), or (D) any action asserting a claim against the Corporation or any director or officer or other employee of the Corporation governed by the internal affairs doctrine shall be a state court located within the State of Delaware (or, if no state court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware).
VOTING AGREEMENT

This Voting Agreement (this “Agreement”), dated as of April 15, 2019, is entered into by and between Expedia Group, Inc., a Delaware corporation (“Parent”), and each of the undersigned (each, a “Shareholder” and, together, the “Shareholders”), each a shareholder of Liberty Expedia Holdings, Inc., a Delaware corporation (the “Company”).

WHEREAS, subject to the terms and conditions of the Agreement and Plan of Merger (as the same may be amended, supplemented or modified, the “Merger Agreement”), dated as of the date hereof, between Parent, LEMS I, LLC, a single member Delaware limited liability company and wholly-owned subsidiary of Parent (“Merger LLC”), LEMS II Inc., a Delaware corporation and a wholly-owned subsidiary of Parent (“Merger Sub”), and the Company, among other transactions contemplated by the Merger Agreement, Merger Sub will be merged with and into the Company (the “Merger”), with the Company surviving the Merger as a wholly owned subsidiary of Parent, and immediately thereafter the Company will be merged with and into Merger LLC (the “Upstream Merger”), with Merger LLC surviving the Upstream Merger as a direct wholly owned subsidiary of Parent;

WHEREAS, as of the date of this Agreement, each Shareholder owns beneficially (references herein to “beneficial owner,” “beneficial ownership” and “owns beneficially” shall have the meanings assigned to such terms under Rule 13d-3 of the Securities Exchange Act of 1934, as amended; provided, that neither Shareholder will be deemed to beneficially own any Common Stock (as defined below) held by The Tracy M. Amonette Trust A (also known as The Tracy L. Neal Trust A) or The Evan D. Malone Trust A, unless and until such Shareholder exercises its right of substitution and acquires such Common Stock from The Tracy M. Amonette Trust A (also known as The Tracy L. Neal Trust A) or The Evan D. Malone Trust A, respectively) or of record, and, with respect to the Merger and the other transactions contemplated by the Merger Agreement, has the power to vote or direct the voting of, certain shares of Series A common stock of the Company and Series B common stock of the Company (all such shares, the “Existing Shares”, and such shares of the Company’s Series A common stock and Series B common stock referred to collectively as the “Common Stock”); and

WHEREAS, as a condition and inducement for Parent to enter into the Merger Agreement, Parent has required that each Shareholder, in his or her capacity as a shareholder of the Company, enter into this Agreement, and each Shareholder has agreed to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms not defined in this Agreement have the meaning assigned to those terms in the Merger Agreement.
2. **Effectiveness; Termination.** This Agreement shall be effective upon signing. This Agreement shall automatically terminate upon the earlier of (a) the termination of the Merger Agreement for any reason in accordance with its terms, or (b) the date of any material modification, waiver or amendment of the Merger Agreement as in effect on the date of this Agreement that adversely affects the value or tax treatment of the consideration payable to the Shareholders or causes such consideration to include any property other than Parent Common Stock (and cash in lieu of fractional shares of Parent Common Stock) or adds new conditions or modifies any existing conditions to the consummation of the Merger that materially adversely affect any Shareholder, without the prior written consent of the Shareholders; provided, that the representations, warranties, covenants and agreements contained in Sections 7 and 8 of this Agreement will terminate at the Effective Time; provided, further, that (i) this Section 2 and Sections 11 through 25 hereof shall survive any such termination, and (ii) such termination shall not relieve any party of any liability or damages resulting from (a) fraud or (b) willful material breach by such party of its covenants or agreements prior to such termination, in each case, as determined by a court of competent jurisdiction pursuant to a final and nonappealable judgment. For purposes of this Agreement, “willful material breach” means a material breach of a party’s covenants and agreements that is the consequence of an act or omission by a party with the knowledge that the taking of such act or failure to take such action would be a material breach of such party’s covenants or agreements (provided, that, the knowledge of any officer, director and/or employee of such party who would reasonably be expected to know, or after reasonable due inquiry would learn, in the ordinary course of the performance of such individual’s responsibilities as an officer, director and/or employee, that the taking of such act or failure to take such action would be a material breach of such party’s covenants and agreements will be imputed to such party). For the avoidance of doubt, it is agreed and acknowledged by each of the parties to this Agreement that the statements and representations set forth in the Signing Split-Off Tax Opinion Representation Letters and the Closing Split-Off Tax Opinion Representation Letters are made solely to Company Split-Off Tax Counsel and are not intended to and shall not confer upon any of the parties to this Agreement or any other Person any rights or remedies (including serving as the basis of a claim for, or a defense against, any Action by any party or any other Person).
3. **Voting Agreement.** From the date hereof until the earlier of (a) the Closing and (b) the termination of this Agreement in accordance with its terms (the “Support Period”), each Shareholder irrevocably and unconditionally hereby agrees that at any meeting (whether annual or special and each postponement, recess, adjournment or continuation thereof) of the Company’s shareholders, however called, and in connection with any written consent of the Company’s shareholders, such Shareholder shall (i) appear at such meeting or otherwise cause all of the Existing Shares and all other shares of Common Stock or voting securities over which he or she has acquired beneficial or record ownership after the date hereof or otherwise the power to vote or direct the voting of (including any shares of Common Stock acquired by means of purchase, dividend or distribution, or issued upon the exercise of any stock options to acquire Common Stock or the conversion of any convertible securities, or pursuant to any other equity awards or derivative securities or otherwise over which he or she has the power to vote) (together with the Existing Shares, collectively, the “Shares”), which he or she owns or controls as of the applicable record date, to be counted as present thereat for purposes of calculating a quorum, and (ii) vote or cause to be voted (including by proxy or written consent, if applicable) all such Shares (A) in favor of the approval of the Merger Agreement and the approval of the transactions contemplated thereby, including the Merger, (B) in favor of any proposal to adjourn or postpone such meeting of the Company’s shareholders to a later date if there are not sufficient votes to approve the Merger Agreement, (C) against any action or proposal in favor of an Alternative Company Transaction, without regard to the terms of such Alternative Company Transaction, and (D) against any action, proposal, transaction, agreement or amendment of the Company’s Restated Certificate of Incorporation or Bylaws, in each case of this clause (D) which would reasonably be expected to (1) result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Merger Agreement, or of any Shareholder contained in this Agreement for which the Shareholders have received prior written notice from Parent that it reasonably expects that such action or proposal would result in such a breach, or (2) prevent, impede, interfere with, delay, postpone, or adversely affect the consummation of the transactions contemplated by the Merger Agreement, including the Merger. For the avoidance of doubt, the foregoing commitments apply to any Shares held by any trust, limited partnership or other entity directly or indirectly holding Shares for which either Shareholder serves in any partner, shareholder, trustee or similar capacity. To the extent either Shareholder does not control, by himself or herself, the voting determinations of such shareholder entity, such Shareholder agrees to exercise all voting rights or other voting determination rights he or she has in such shareholder entity to carry out the intent and purposes of his or her support and voting obligations in this paragraph and otherwise set forth in this Agreement. Each Shareholder represents, covenants and agrees that, (x) except for this Agreement and the Proxy, he or she has not entered into, and shall not enter into during the Support Period, any voting agreement or voting trust with respect to any Shares and (y) except as expressly set forth herein, he or she has not acquired, and shall not acquire during the Support Period, a proxy, consent or power of attorney with respect to any Shares. Each Shareholder agrees not to enter into any agreement or commitment with any person the effect of which would violate the provisions of this Agreement. In furtherance and not in limitation of the foregoing, until the termination of this Agreement in accordance with its terms, each Shareholder hereby appoints Robert J. Dzielsak or any other person acting as General Counsel of Parent and any designee thereof, and each of them individually, its proxy and attorney-in-fact, with full power of substitution and resubstitution, to vote or act by written consent during the Support Period with respect to any and all of such Shareholder’s Shares in accordance with this Section 3. This proxy and power of attorney are given to secure the performance of the duties of such Shareholder under this Agreement. Each Shareholder hereby agrees that this proxy and power of attorney granted by each such Shareholder shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient under applicable Law to support an irrevocable proxy and shall revoke any and all prior proxies granted by such Shareholder with respect to any Shares regarding the matters set forth in this first sentence of this paragraph. The power of attorney granted by each Shareholder herein is a durable power of attorney and shall survive the bankruptcy, death or incapacity of such Shareholder.
Non-Solicitation. Each Shareholder hereby agrees, and agrees to cause his or her controlled affiliates (which, for the avoidance of doubt, does not include the Company) and its and their representatives not to, take any action which, were it taken by the Company or its Representatives, would violate Section 5.3 of the Merger Agreement, it being understood that any action in compliance with Section 5.3 of the Merger Agreement shall not be deemed a breach by any Shareholder of this Section 4.

Transfer Restrictions Prior to the Merger. Each Shareholder hereby agrees that he or she will not, during the Support Period, without the prior written consent of Parent, (a) convert any shares of Series B Common Stock into shares of Series A Common Stock or (b) directly or indirectly, offer for sale, sell, transfer, assign, give, tender in any tender or exchange offer, pledge, encumber, hypothecate or otherwise dispose of (by merger, by testamentary disposition, by operation of law or otherwise), either voluntarily or involuntarily, enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of, enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or other disposition of (by merger, by testamentary disposition, by operation of law or otherwise) or otherwise convey or dispose of, any of the Shares, or any interest therein, including the right to vote any such Shares, as applicable (a “Transfer”); provided, that such Shareholder may Transfer Shares for estate planning purposes (including by testamentary disposition) or to a controlled affiliate so long as the transferee, prior to the time of Transfer, agrees in a signed writing reasonably satisfactory to Parent to be bound by and comply with the provisions of this Agreement, and such Shareholder provides at least five (5) Business Days’ prior written notice (which shall include the written consent of the transferee agreeing to be bound by and comply with the provisions of this Agreement) to Parent, in which case such Shareholder shall remain responsible for any breach of this Agreement by such transferee, and provided, further, that the death of a Shareholder shall itself not be a Transfer of Shares so long as the other Shareholder, or a controlled affiliate of either Shareholder, continues to own such Shares as Shares covered under this Agreement and such controlled affiliate agrees in a signed writing reasonably satisfactory to Parent to be bound by and comply with the provisions of this Agreement. Notwithstanding anything contained herein, each Shareholder will be permitted to effect a bona fide pledge of Series A Common Stock (including any existing pledge) to any financial institution in connection with a bona fide financing transaction (a “Permitted Pledge”) (so long as such pledge does not prevent or otherwise restrict in any manner such Shareholder from voting such shares pursuant to the provisions of this Agreement prior to any default and foreclosure under the indebtedness underlying such pledge).

Representations of the Shareholders. Each Shareholder represents and warrants to Parent as follows: (a) the Shareholder has full legal right, capacity and authority to execute and deliver this Agreement, to perform the Shareholder’s obligations hereunder and to consummate the transactions contemplated hereby; (b) this Agreement has been duly and validly executed and delivered by the Shareholder and constitutes a valid and legally binding agreement of the Shareholder, enforceable against the Shareholder in accordance with its terms, and no other action is necessary to authorize the execution and delivery of this Agreement by the Shareholder or the performance of his or her obligations hereunder; (c) the execution and delivery of this Agreement by the Shareholder do not, and the consummation of the transactions contemplated hereby and the compliance with the provisions hereof will not, conflict with or violate any law applicable to such Shareholder or other than any filings required pursuant to Section 10 of this Agreement) or pursuant to the Exchange Act or the Securities Act; (d) subject to the Permitted Pledges, the Shareholder owns beneficially and has the power to vote or direct the voting of, the Shareholder’s Shares, including the Existing Shares of such Shareholder, a complete and accurate schedule of which is set forth opposite such Shareholder’s name on Schedule A; (e) the Shareholder owns beneficially the Shareholder’s Shares, including the Existing Shares of such Shareholder, free and clear of any proxy, voting restriction, adverse claim or other Lien (other than any Permitted Pledge and any restrictions created by this Agreement or under applicable federal or state securities laws); and (f) the Shareholder or his or her advisers has read and is familiar with the terms of the Merger Agreement and the other agreements and documents contemplated herein and therein. Each Shareholder agrees that it shall not take any action that would have the effect of preventing, impairing, delaying or adversely affecting the performance by such Shareholder of his or her obligations under this Agreement.
7. **Certain Representations and Warranties.** JCM hereby represents and warrants as follows:

JCM is not aware of any fact, agreement, plan or other circumstance, and has not taken or failed to take any action, which fact, agreement, plan, circumstance, action or omission would reasonably be expected to prevent or preclude JCM from delivering the M Closing Representation Letter immediately prior to the Closing.

8. **Certain Covenants.** JCM hereby agrees that:

(a) JCM will cooperate with Company Split-Off Tax Counsel by providing appropriate representations as to factual matters on the Closing Date, including the representations in the M Closing Representation Letter; provided, however, that JCM will be deemed to satisfy his obligation under this Section 8 in the event that (x) Parent withholds its consent to any changes, updates or refinements to any representations made in the M Signing Representation Letter that JCM has reasonably requested to be made in the M Closing Representation Letter as may be necessary to reflect any changes in, or clarifications of, facts prior to Closing to the extent that similar or analogous changes, updates or refinements to representations reflecting the same changes in, or clarifications of, fact are made with respect to any other Closing Split-Off Tax Opinion Representation Letter or (y) Parent or the Company does not execute and deliver to Company Split-Off Tax Counsel immediately prior to Closing the Parent Closing Split-Off Tax Opinion Representation Letter or the Company Closing Split-Off Tax Opinion Representation Letter, respectively.
Immediately prior to the Closing, JCM shall execute and deliver the M Closing Representation Letter to Company Split-Off Tax Counsel; provided, however, that JCM will be deemed to satisfy his obligation under this Section 8 in the event that (x) Parent withholds its consent to any changes, updates or refinements to any representations made in the M Signing Representation Letter that JCM has reasonably requested to be made in the M Closing Representation Letter as may be necessary to reflect any changes in, or clarifications of, facts prior to Closing to the extent that similar or analogous changes, updates or refinements to representations reflecting the same changes in, or clarifications of, fact are made with respect to any other Closing Split-Off Tax Opinion Representation Letter or (y) Parent or the Company does not execute and deliver to Company Split-Off Tax Counsel immediately prior to Closing the Parent Closing Split-Off Tax Opinion Representation Letter or the Company Closing Split-Off Tax Opinion Representation Letter, respectively.

9. **Representations of Parent.** Parent represents and warrants to each Shareholder as follows: (a) Parent has full legal right, capacity and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby; (b) this Agreement has been duly and validly executed and delivered by Parent and constitutes a valid and legally binding agreement of Parent, enforceable against Parent in accordance with its terms, and no other action is necessary to authorize the execution and delivery of this Agreement by Parent or the performance of its obligations hereunder; (c) the execution and delivery of this Agreement by Parent does not, and the consummation of the transactions contemplated hereby and the compliance with the provisions hereof will not, conflict with or violate any law applicable to Parent or result in any breach of or violation of, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of an Encumbrance on any property of Parent pursuant to, any agreement or other instrument or obligation binding upon Parent or any of its property, nor require any authorization, consent or approval of, or filing with, any Governmental Authority other than any filings required pursuant to Section 10 or pursuant to the Exchange Act or the Securities Act.

10. **Antitrust Filings.** Parent and each Shareholder shall make an appropriate filing, if necessary, pursuant to the HSR Act with respect to the transactions contemplated by or related to the Merger Agreement as promptly as practicable after the date of this Agreement and shall supply as promptly as practicable any additional information and documentary material that may be reasonably requested pursuant to the HSR Act. Without limiting the foregoing, each Shareholder shall not, and shall cause his or her controlled affiliates not to, without the prior written consent of Parent, extend (or take any action with the effect of extending) any waiting period or comparable period under the HSR Act. Prior to making any application to or filing with any Governmental Authority in connection with the transactions contemplated by or related to the Merger Agreement, each party hereto will provide the other party with any information or documents that the other party may reasonably require to prepare any such filing or application.

11. **Publicity.** Each Shareholder hereby authorizes Parent and the Company to publish and disclose in any announcement or disclosure in connection with the Merger and the other transactions contemplated by the Merger Agreement, including in the Registration Statement, the Proxy Statement or any other filing with any Governmental Authority made in connection with the Merger, the Shareholders’ identities and ownership of the Shares and the nature of each such Shareholder’s obligations under this Agreement; provided, that nothing herein relieves Parent from its obligations to the Company under the Merger Agreement, including those contained in Sections 5.4, 5.6 and 5.9 of the Merger Agreement. Each Shareholder agrees to notify Parent as promptly as practicable of any inaccuracies or omissions in any information relating to the Shareholders that is so published or disclosed.
12. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Except as provided in Section 14 with respect to Indemnified Parties, nothing in this Agreement, express or implied, is intended to or shall confer upon any person not a party to this Agreement any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Parent acknowledges and agrees that, except as expressly provided herein, nothing in this Agreement shall be deemed to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to any Shares.

13. [Reserved].

14. **Indemnification.**

(a) Parent (the “Indemnifying Party”) covenants and agrees, on the terms and subject to the limitations set forth in this Agreement, to indemnify and hold harmless each Shareholder (and each of his or her respective successors and assigns), in each case in his or her capacity as a shareholder of the Company, and each such Shareholder’s representatives and advisors (each, an “Indemnified Party”), from and against any and all Losses (as defined below) incurred in connection with, arising out of or resulting from any claims, demands, actions, proceedings or investigations (collectively, “Actions”) arising out of this Agreement or the performance of such Indemnified Party hereunder (including any Actions brought by any of the stockholders, directors, officers or employees of any of Parent or Company or any Governmental Authority relating thereto). For purposes of this Section 14, “Losses” means any loss (including disgorgement of consideration), liability, cost, damage or expense (including, without duplication, reasonable fees and expenses of counsel, accountants, consultants and other experts) related to an Action for which an Indemnified Party is entitled to indemnification pursuant to this Agreement; provided, however, that any diminution in value of the capital stock of Parent shall not constitute a Loss.

(b) Notwithstanding anything herein to the contrary, the Indemnifying Party will not be obligated to provide indemnity hereunder to any Indemnified Party with respect to any Losses which (x) result from such Indemnified Party’s fraud, bad faith, willful misconduct or gross negligence or (y) result from any breach of any representation and warranty of such Indemnified Party contained in this Agreement or any breach of any covenant or agreement made or to be performed by such Indemnified Party under this Agreement.
(c) The Indemnifying Party will indemnify the Indemnified Parties pursuant to this Section 14 regardless of whether such Losses are incurred prior to or after the Effective Time. The indemnification provided pursuant to this Section 14 is in addition to, and not in derogation of, any other rights an Indemnified Party may have under applicable law, the certificate of incorporation or bylaws of the Company, or pursuant to any contract, agreement or arrangement (including, for the avoidance of doubt, under Section 5.11 of the Merger Agreement); provided, however, that Losses will not be duplicated. If an Indemnified Party receives an indemnification payment pursuant to this Agreement and later receives insurance proceeds or other third-party recovery proceeds in respect of the related Losses, then the Indemnifying Party shall promptly remit to the Indemnifying Party, amounts equal to the lesser of (x) the amount of such insurance proceeds or other third-party recovery proceeds, if any, and (y) the amount of the indemnification payment previously paid by or on behalf of the Indemnifying Party with respect to such Losses.

(d) Promptly after the receipt by any Indemnified Party of notice with respect to any Action that is or may be subject to indemnification hereunder (each, an “Indemnifiable Claim”) (and in no event more than ten Business Days after such event), such Indemnified Party shall give written notice thereof to the Indemnifying Party, which notice will include, to the extent known, the basis for such Indemnifiable Claim and copies of any pleadings or written demands relating to such Indemnifiable Claim and, promptly following request therefor, shall provide any additional information in respect thereof that the Indemnifying Party may reasonably request; provided, that (x) any delay in giving or failure to give such notice will not affect the obligations of the Indemnifying Party hereunder except to the extent the Indemnifying Party is actually prejudiced as a result of such delay in or failure to notify and (y) no such notice shall be required to be given to the Indemnifying Party to the extent that the Indemnifying Party or any of its respective Affiliates is a party to any such Indemnifiable Claim.
Subject to Section 14(f) and Section 14(g), the Indemnifying Party shall be entitled to exercise full control of the defense, compromise or settlement of any Indemnifiable Claim in respect of an Action commenced or made by a Person who is not a party to this Agreement or an Affiliate of a party to this Agreement (a “Third Party Indemnifiable Claim”) so long as, within ten Business Days after the receipt of notice of such Third Party Indemnifiable Claim from the Indemnified Party (pursuant to Section 14(d)), the Indemnifying Party: (x) delivers a written confirmation to such Indemnified Party that the indemnification provisions of Section 14 are applicable, subject only to the limitations set forth in this Agreement, to such Third Party Indemnifiable Claim and that the Indemnifying Party will indemnify such Indemnified Party in respect of such Third Party Indemnifiable Claim to the extent required by this Section 14, and (y) notifies such Indemnified Party in writing that the Indemnifying Party will assume the control of the defense thereof. Following notification to such Indemnified Party of the assumption of the defense of such Third Party Indemnifiable Claim, the Indemnifying Party shall retain legal counsel reasonably satisfactory to such Indemnified Party to conduct the defense of such Third Party Indemnifiable Claim. If the Indemnifying Party so assumes the defense of any such Third Party Indemnifiable Claim in accordance herewith, subject to the provisions of subsections (d) through (f) of this Section 14, (A) the Indemnifying Party shall be entitled to exercise full control of the defense, compromise or settlement of such Third Party Indemnifiable Claim and such Indemnified Party shall cooperate (subject to the Indemnifying Party’s agreement to reimburse such Indemnified Party for all documented reasonable out-of-pocket expenses incurred by such Indemnified Party in connection with such cooperation) with the Indemnifying Parties in any manner that the Indemnifying Party reasonably may request in connection with the defense, compromise or settlement thereof (subject to the last sentence of this Section 14(e)), and (B) such Indemnified Party shall have the right to employ separate counsel selected by such Indemnified Party and to participate in (but not control) the defense, compromise or settlement thereof and the Indemnifying Party shall pay up to $750,000 of the reasonable fees and expenses of one such separate counsel, and, if reasonably necessary, one local counsel. No Indemnified Party shall settle or compromise or consent to entry of any judgment with respect to any such Action (or part thereof) for which it is entitled to indemnification and to which Indemnifying Party has provided the written confirmation specified in clause (x) above without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, delayed or conditioned). Without the prior written consent of each of the Indemnified Parties who are named in the Action subject to the Third Party Indemnifiable Claim (which consent shall not be unreasonably withheld, delayed or conditioned), the Indemnifying Party will not settle or compromise or consent to the entry of judgment with respect to any Indemnifiable Claim (or part thereof) unless such settlement, compromise or consent (x) includes an unconditional release of such Indemnified Parties, (y) does not include any admission of wrongdoing on the part of such Indemnified Parties and (z) does not enjoin or restrict in any way the future actions or conduct of such Indemnified Parties (other than in a manner consistent with the terms of the subject instruments).

(f) Notwithstanding Section 14(e), an Indemnified Party, at the expense of the Indemnifying Party (it being understood, however, that the Indemnifying Party shall not be liable for the expenses of more than one separate counsel (in addition to one local counsel in each applicable jurisdiction) representing the Indemnified Party), shall, subject to the last sentence of this Section 14(f), be entitled to separately control the defense, compromise or settlement of any Third Party Indemnifiable Claim (x) as to such Indemnified Party if the Indemnified Party with the opinion of external counsel shall have reasonably concluded that there exists any actual conflict of interest relating to the defense of such Action between the Indemnified Party and the Indemnifying Party and (y) as to which the Indemnifying Party has previously assumed control in the event the Indemnifying Party is not diligently pursuing such defense. No Indemnified Party shall settle or compromise or consent to entry of any judgment with respect to any Action with respect to which it controls the defense thereof pursuant to this Section 14(f) and for which it is entitled to indemnification without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed.
(g) In all instances under this Section 14 where the Indemnifying Party has agreed to pay the fees, costs and expenses of the Indemnified Parties, such fees, costs and expenses shall be reasonable. The parties agree to cooperate and coordinate in connection with the defense, compromise or settlement of any Indemnifiable Claims.

(h) In addition to (but without duplication of) the Indemnified Party’s right to indemnification as set forth in this Section 14, if so requested by an Indemnified Party, the Indemnifying Party shall also advance to such Indemnified Party (within ten Business Days of such request) any and all documented reasonable out-of-pocket fees, costs and expenses incurred by an Indemnified Party in accordance with this Section 14 in connection with investigating, defending, being a witness in or participating in (including any appeal), or preparing to defend, be a witness in or participate in, any Indemnifiable Claim, including, without duplication, reasonable fees and expenses of legal counsel, accountants, consultants and other experts (an “Expense Advance”).

(i) Each Shareholder agrees that he or she will repay Expense Advances made to him or her (or paid on his or her behalf) by the Indemnifying Party pursuant to this Section 14 if it is ultimately finally determined by a court of competent jurisdiction that he or she is not entitled to be indemnified pursuant to this Section 14.

(j) If Parent or any of its respective successors or assigns shall (i) consolidate with, or merge with or into, any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfer all or substantially all of its properties or assets to any Person (including, for the avoidance of doubt, by cancelling or otherwise eliminating all or substantially all of its properties or assets), then, in each case, Parent or any of its respective successors or assigns shall take such action as may be necessary so that such Person (and its successors and assigns) shall assume all of the applicable obligations set forth in this Section 14.

15. **Assignment.** Except as provided in Section 5 of this Agreement, neither this Agreement nor any of the rights or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties. Any attempted assignment in violation of this Section 15 shall be void. Subject to the preceding two sentences, this Agreement will be binding upon, inure to the benefit of and be enforceable by, the parties and their respective successors and assigns and, in the event of a Shareholder’s death, such Shareholder’s heirs, executors, administrators, testamentary trustees, legatees or beneficiaries.

16. **Director/Officer.** Notwithstanding anything to the contrary contained in this Agreement, each Shareholder is entering into this Agreement solely in his or her capacity as a beneficial owner of such Shareholder’s Shares, and nothing herein is intended to or shall limit, affect or restrict any director or officer of the Company solely in his or her capacity as a director or officer of the Company or any of its subsidiaries or of any Company Specified Person (including voting on matters put to such board or any committee thereof, influencing officers, employees, agents, management or the other directors of the Company or any of its subsidiaries and taking any action or making any statement at any meeting of such board or any committee thereof, in each case solely in his or her capacity as a director or officer of the Company or any of its subsidiaries or of any of the Company Specified Persons) in the exercise of his or her fiduciary duties as a director or officer of the Company or its subsidiaries or any such other person.
17. **Further Assurances.** Each party hereto agrees, from time to time, at the reasonable request of any other party hereto and without further consideration, to execute and deliver such additional documents and to take such further actions as are necessary or reasonably requested to confirm and assure the rights and obligations set forth in this Agreement.

18. **Remedies/Specific Enforcement.** Each of the parties hereto agrees that this Agreement is intended to be legally binding and specifically enforceable pursuant to its terms and that the other parties would be irreparably harmed if any of the provisions of this Agreement are not performed in accordance with its specific terms and that monetary damages would not provide adequate remedy in such event. Accordingly, in the event of any breach or threatened breach by any party hereto of any covenant or obligation contained in this Agreement, in addition to any other remedy to which the other parties may be entitled (whether at law or in equity), the other parties shall be entitled to injunctive relief to prevent breaches or threatened breaches of this Agreement and to specifically enforce the terms and provisions hereof, and each party hereto hereby waives any defense in any action for specific performance or an injunction or other equitable relief that a remedy at law would be adequate. Each party hereto further agrees that no party or any other person or entity shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this paragraph, and each party hereto irrevocably waives any right he or she may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

19. **Governing Law; Jurisdiction; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law. 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 matters 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 exclusively 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 herein or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.
Notice. 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 Parent:

Expedia Group, Inc.
333 108th Ave NE
Bellevue, WA 98004
Attn: Chief Legal Officer
Email: Separately provided
Facsimile: Separately provided

With a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Andrew J. Nussbaum, Esq.
Edward J. Lee, Esq.
Email: AJNussbaum@wlrk.com
EJLee@wlrk.com
Facsimile: (212) 403-2000

If to the Shareholders:

John C. Malone
c/o Marty Flessner
Liberty Media Corporation
12300 Liberty Boulevard
Englewood, CO 80112
Facsimile: Separately provided
E-Mail: Separately provided
Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision will be interpreted so as reasonably to effect the intent of the parties hereto. Upon such determination that any term or other provision is invalid, illegal, void 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 greatest extent possible.

Amendments; Waivers. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed (a) in the case of an amendment, by Parent and each Shareholder, and (b) in the case of a waiver, by the party against whom the waiver is to be effective. 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.

Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Counterparts. The parties may execute this Agreement in one or more counterparts, including by facsimile or other electronic signature. All the counterparts will be construed together and will constitute one Agreement.
25. **Interpretation.** When a 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 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, 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.

[Signature pages follow]
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties and is effective as of the date first set forth above.

/s/ John C. Malone
John C. Malone

/s/ Leslie Malone
Leslie Malone

EXPEDIA GROUP, INC.

By: /s/ Mark D. Okerstrom
Name: Mark D. Okerstrom
Title: President and Chief Executive Officer

[Signature Page to Voting Agreement]
## Shareholder Information

<table>
<thead>
<tr>
<th>Shareholder</th>
<th>Series A Common Stock</th>
<th>Series B Common Stock</th>
</tr>
</thead>
<tbody>
<tr>
<td>JCM</td>
<td>351,831</td>
<td>2,553,763</td>
</tr>
<tr>
<td>LM</td>
<td>52,828</td>
<td>82,565</td>
</tr>
</tbody>
</table>
EXCHANGE AGREEMENT

This Exchange Agreement (this “Agreement”) is made and entered into as of April 15, 2019, by and among Barry Diller (“Mr. Diller”), The Diller Foundation d/b/a The Diller – von Furstenberg Family Foundation (the “Family Foundation”), Liberty Expedia Holdings, Inc., a Delaware corporation (“Liberty Expedia”), and Expedia Group, Inc., a Delaware corporation (“Expedia Group”).

RECITALS

WHEREAS, simultaneously with the execution of this Agreement, Expedia Group, Liberty Expedia, LEMS I LLC, a single member Delaware limited liability company and wholly owned subsidiary of Expedia Group (“Merger LLC”), and LEMS II Inc., a Delaware corporation and wholly owned subsidiary of Merger LLC (“Merger Sub”), are entering into the Agreement and Plan of Merger, dated the date hereof (as amended pursuant to its terms, the “Merger Agreement”), pursuant to which, upon the terms and subject to the conditions set forth therein (i) Merger Sub will merge with and into Liberty Expedia (the “Merger”), with Liberty Expedia surviving the Merger, and (ii) immediately following the Merger, Liberty Expedia, as the surviving corporation in the Merger and a wholly owned subsidiary of Merger LLC, will merge with and into Merger LLC (the “Upstream Merger”, and together with the Merger, the “Combination”), with Merger LLC surviving the Upstream Merger;

WHEREAS, in connection with the Combination, Mr. Diller has requested, and Expedia Group has agreed, that Mr. Diller and the Family Entity (defined below) and, if the Foundation Participation Election (as defined below) is made, the Family Foundation exchange with Liberty Expedia on a one-to-one basis certain shares of Parent Common Stock owned by each of Mr. Diller, the Family Entity and the Family Foundation for shares of Parent Class B Common Stock owned by the Class B Stockholder (defined below) on the terms and subject to the conditions set forth herein;

WHEREAS, the consummation of the BD Exchange (defined below) shall be mutually interdependent with and (subject to the Merger Agreement) a condition precedent to the Combination Closing (defined below);

WHEREAS, simultaneously with the execution of this Agreement, (i) Liberty Expedia, LEXEB, LLC, a Delaware limited liability company and a wholly-owned subsidiary of Liberty Expedia (“LEXEB” or the “Class B Stockholder”), LEXE Marginco, LLC, a Delaware limited liability company and wholly-owned subsidiary of Liberty Expedia (“Marginco”), Expedia Group and Mr. Diller are entering into the Governance Agreement Termination Agreement, dated the date hereof, pursuant to which, upon the terms and subject to the conditions set forth therein, the Amended and Restated Governance Agreement by and among Expedia Group, Qurate Retail, Inc., a Delaware corporation (f/k/a Liberty Interactive Corporation) (“Qurate Retail”), and Mr. Diller, dated as of December 20, 2011 (the “Governance Agreement”), as assigned to Liberty Expedia pursuant to the Assignment and Assumption of Governance Agreement, dated as of November 4, 2016 (the “Assigned Governance Agreement”), and the Governance Agreement as so assigned pursuant to the Governance Agreement Assignment, the “Assigned Governance Agreement”), by and among Expedia Group, Qurate Retail, Marginco, LEXEB, Mr. Diller and Liberty Expedia, will terminate upon the Combination Closing, and the parties thereto shall have no further rights and obligations thereunder and (ii) Expedia Group and Mr. Diller are entering into a Second Amended and Restated Governance Agreement (the “New Governance Agreement”) attached hereto as Exhibit A, setting forth certain agreements between Mr. Diller and Expedia Group, effective following the Combination Closing; and
WHEREAS, simultaneously with the execution of this Agreement, Liberty Expedia, LEXEB, Marginco and Mr. Diller are entering into the Stockholders Agreement Termination Agreement, dated the date hereof, pursuant to which, upon the terms and subject to the conditions set forth therein, the Amended and Restated Stockholders Agreement by and between Qurate Retail and D, dated as of December 20, 2011 (the “Stockholders Agreement”), as assigned to Liberty Expedia pursuant to the Assignment and Assumption of Stockholders Agreement, dated as of November 4, 2016 (the “Stockholders Agreement Assignment”), by and among Liberty Expedia, Marginco, LEXEB, Qurate Retail and Mr. Diller, and as amended by Amendment No. 1 to Stockholders Agreement, dated as of November 4, 2016 (the “Stockholders Agreement Amendment”, and the Stockholders Agreement as so assigned pursuant to the Stockholders Agreement Assignment and as so amended by the Stockholders Agreement Amendment, the “Assigned and Amended Stockholders Agreement”), by and between Liberty Expedia and Mr. Diller (each on behalf of itself or himself, as applicable, and the members of their respective Stockholder Groups (defined in the Assigned and Amended Stockholders Agreement)), will terminate upon the Combination Closing, and the parties thereto shall have no further rights and obligations thereunder.

NOW THEREFORE, in consideration of 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. Definitions. Capitalized terms used but not defined in this Agreement have the respective meanings assigned to those terms in the Merger Agreement. In addition:

(a) “Combination Closing” means the closing of the Combination pursuant to the Merger Agreement.

(b) “Common Exchange Shares” means the BD Common Exchange Shares together with any Foundation Common Exchange Shares.

(c) “Class B Exchange Shares” means the BD Class B Exchange Shares together with any Foundation Class B Exchange Shares.

(d) “Exchange” means the BD Exchange together with, if the Foundation Participation Election is made, the Foundation Exchange.

(e) “Exchange Party” means each of Mr. Diller, the Family Entity, the Family Foundation and Liberty Expedia.

(f) “Family Entity” shall mean that entity identified on Schedule 1.

(g) “Foundation Closing” shall mean the consummation and closing of, if the Foundation Participation Election is made, the Foundation Exchange.

2.
(h) "Foundation Limit" means the Aggregate Limit minus the number of BD Common Exchange Shares specified in the Exchange Notice.

(i) "Foundation Participation Election" means, and shall be deemed to have been made upon, delivery to Liberty Expedia of the Exchange Notice in accordance with Section 2(b) duly executed by the Family Foundation for a specified number of shares of Parent Class B Common Stock to be exchanged by it at the Exchange Closing, such number of shares not to exceed the Foundation Limit.

(j) "Original Share Number" means (x) 5,523,452 shares of Parent Common Stock plus (y) the number of shares of Parent Common Stock acquired by Mr. Diller prior to the Exchange Closing pursuant to the exercise of up to 537,500 vested options to purchase shares of Parent Common Stock held by Mr. Diller as of the date of this Agreement, with the number of shares delivered to Mr. Diller upon exercise of such options reduced by the number of shares withheld by Parent to satisfy the aggregate exercise price (or on an “as if” basis in the event Mr. Diller elects to pay the exercise price in cash).

(k) "Permitted Lien" means (i) any Encumbrance under this Agreement, the Merger Agreement, the Assigned Governance Agreement, the Assigned or Amended Stockholders Agreement and (ii) any restrictions on transfer arising under securities Laws of general applicability.

2. Exchange.

(a) At the Exchange Closing (defined below), on the terms and subject to the conditions contained in this Agreement (including after giving effect to any adjustments in accordance with Section 17(e) hereof):

   (i) Mr. Diller shall, and/or shall cause the Family Entity to, convey, transfer and deliver to the Class B Stockholder such number of shares of Parent Common Stock owned of record by Mr. Diller and/or the Family Entity, respectively, as are specified (or deemed specified pursuant to Section 2(b) or 2(d)(ii)) in the Exchange Notice (defined below), which will not be less than one (1) share of Parent Common Stock, nor more than the Original Share Number (the "Aggregate Limit") (such shares of Parent Common Stock so delivered, the "BD Common Exchange Shares", free and clear of all Encumbrances other than Permitted Liens and, in exchange therefor, Liberty Expedia shall cause the Class B Stockholder to convey, transfer and deliver to (A) Mr. Diller such number of shares of Parent Class B Common Stock owned by the Class B Stockholder that is equal to the number of BD Common Exchange Shares delivered by Mr. Diller (the transactions described in this clause (A) being the "D Exchange"), and (B) the Family Entity such number of shares of Parent Class B Common Stock owned by the Class B Stockholder that is equal to the number of BD Common Exchange Shares delivered by Mr. Diller (the transactions described in this clause (B) being the "Family Entity Exchange," and together with the D Exchange, the "BD Exchange," and such shares of Parent Class B Common Stock so delivered pursuant to clauses (A) and (B) above, the "BD Class B Exchange Shares"), in each case free and clear of all Encumbrances other than Permitted Liens; and
(ii) if the Foundation Participation Election is made, the Family Foundation shall convey, transfer and deliver to the Class B Stockholder such number of shares of Parent Common Stock owned by the Family Foundation as are specified in the Exchange Notice, which will not be more than the Foundation Limit (such shares of Parent Common Stock so delivered, the “Foundation Common Exchange Shares”) free and clear of all Encumbrances other than Permitted Liens and, in exchange therefor, Liberty Expedia shall cause the Class B Stockholder to convey, transfer and deliver to the Family Foundation such number of shares of Parent Class B Common Stock owned by the Class B Stockholder that is equal to the number of Foundation Common Exchange Shares (such shares of Parent Class B Common Stock so delivered, the “Foundation Class B Exchange Shares”) free and clear of all Encumbrances other than Permitted Liens (the transactions described in this clause (ii) being the “Foundation Exchange”).

(b) No later than five (5) Business Days prior to the date of the Company Stockholders Meeting, Mr. Diller and, if the Foundation Participation Election is made, the Family Foundation will deliver to Liberty Expedia written notice (the “Exchange Notice”), executed by each such party, specifying (x) in the case of Mr. Diller, the number of shares of Parent Common Stock to be exchanged by Mr. Diller at the Exchange Closing, and, in the case of the Family Entity, the number of shares of Parent Common Stock to be exchanged by the Family Entity at the Exchange Closing, in each case, in accordance with the conditions contained in Section 2(a)(i) and (y) in the case of the Family Foundation, the number of shares of Parent Common Stock to be exchanged at the Exchange Closing in accordance with the conditions contained in Section 2(a)(ii); provided, however, that if Mr. Diller fails to deliver the Exchange Notice in accordance with this sentence, then the Exchange Notice will be deemed to specify only one share of Parent Common Stock to be exchanged only by Mr. Diller at the Exchange Closing. Mr. Diller shall and shall cause the Family Entity to, and, if the Foundation Participation Election is made, the Family Foundation shall, respectively, deliver and exchange (in accordance with Section 2(a)) at the Exchange Closing the number of shares of Parent Common Stock specified in the Exchange Notice.

(c) For avoidance of doubt, no Foundation Participation Election shall be made and the Family Foundation will have no rights under this Agreement, including the right to exchange Foundation Common Exchange Shares pursuant to Section 2(a)(ii), in the absence of the delivery of such written notice executed by the Family Foundation pursuant to and in accordance with Section 2(b).
(d) The consummation and closing of the BD Exchange and, if the Foundation Participation Election is made, the Foundation Exchange will take place simultaneously (the “Exchange Closing”) and at the location of the Combination Closing at such time as is immediately prior to the Combination Closing; provided, however, that the conditions set forth in Sections 7, 8, 9, and, if the Foundation Participation Election has been made, 10 shall have been satisfied (or waived by the party entitled to the benefit of same); provided, further, that:

(i) if the Foundation Participation Election has been made and each of the conditions to the closing of the BD Exchange are satisfied (or waived by the party entitled to the benefit thereof) (the date of such satisfaction (or waiver), the “BD Satisfaction Date”) but the conditions to the Foundation Closing are not satisfied (or waived by the party entitled to the benefit thereof) or (despite such conditions having been satisfied and Liberty Expedia and Mr. Diller being ready, willing and able to close) the Family Foundation fails to consummate the Foundation Closing on the date that the BD Exchange would otherwise close in accordance with the terms of this Agreement (the “Scheduled Closing Date”), then the Exchange Closing in respect of the BD Exchange will occur on the sixth (6th) Business Day following the Scheduled Closing Date (subject to the satisfaction (or waiver by the party entitled to the benefit thereof) of each of the conditions to the BD Exchange to be satisfied on such date notwithstanding any failure of the Foundation Exchange to occur for the reasons described above, and in the event that the Foundation Exchange fails to occur on or prior to such sixth (6th) Business Day following the Scheduled Closing Date, references in this Agreement to the Exchange Closing will mean the consummation (on the terms and subject to the conditions in this Agreement) of the BD Exchange only and none of Liberty Expedia or the Class B Stockholder shall have any obligations to the Family Foundation (including the deliveries to the Family Foundation set forth in Section 3) and the Family Foundation will cease to have any rights to exchange shares of Parent Common Stock for Parent Class B Common Stock under this Agreement; provided, that, notwithstanding the foregoing, if the Family Foundation shall have notified each of the other Exchange Parties prior to 8:00 a.m., New York, New York time on the fifth (5th) Business Day following the Scheduled Closing Date that it is ready, willing and able to consummate the Foundation Exchange (the “Foundation Closing Notice”), then the Exchange Closing will occur on the date of delivery of such Foundation Closing Notice (or, if closing on such date of delivery is not reasonably practicable, the next Business Day), subject to the satisfaction (or waiver by the party entitled to the benefit thereof) of the conditions to the Exchange to be satisfied on such date; and

(ii) if the number of shares of Parent Common Stock specified in the Exchange Notice to be delivered by Mr. Diller or the Family Entity at the Exchange Closing includes any shares to be issued upon Mr. Diller’s exercise of BD Options (such shares so specified, the “BD Option Shares”) and at the time of the Exchange Closing such BD Option Shares are not owned by either Mr. Diller or the Family Entity, then the number of shares of Parent Common Stock specified in the Exchange Notice shall, for all purposes of this Agreement, be deemed to not include such BD Option Shares not owned.
The parties acknowledge and agree, and Mr. Diller acknowledges and agrees for himself and on behalf of the Family Entity, that each of the D Exchange, the Family Entity Exchange and the Foundation Exchange is a transaction intended to qualify, for U.S. federal income tax purposes, as a tax-free exchange pursuant to Section 1036(a) of the Code. Except to the extent otherwise required pursuant to a “determination” (within the meaning of Section 1313(a) of the Code), Liberty Expedia, Expedia Group, the Family Foundation and Mr. Diller agree not to, and Mr. Diller shall cause the Family Entity not to, take any position on any Tax Return, or take any position for Tax purposes, that is inconsistent with each of the D Exchange, the Family Entity Exchange and the Foundation Exchange qualifying as a tax-free exchange under Section 1036(a) of the Code; provided, however, that in the event of a Rescission (defined below), Liberty Expedia, Expedia Group, the Family Foundation and Mr. Diller shall not, and Mr. Diller shall cause the Family Entity not to, take any position on any Tax Return, or take any position for Tax purposes, that is inconsistent with the D Exchange, the Family Entity Exchange, the Foundation Exchange and any exchange effecting a Rescission (a “Rescission Exchange”) qualifying either as (A) disregarded transactions or as tax-free exchanges under Section 1036(a) of the Code, to the extent the D Exchange, the Family Entity Exchange or the Foundation Exchange, as applicable, and a corresponding Rescission Exchange occur in the same tax year, or (B) as tax-free exchanges under Section 1036(a) of the Code, to the extent the D Exchange, the Family Entity Exchange or the Foundation Exchange, as applicable, and a corresponding Rescission Exchange occur in different tax years.

3. **Exchange Closing.**

(a) At the Exchange Closing, (i) the Class B Stockholder will deliver or cause to be delivered a single stock certificate representing all of the Class B Exchange Shares accompanied by duly executed instruments of transfer, including any required transfer stamps affixed thereto, (x) to Mr. Diller with such instrument of transfer covering such number of BD Class B Exchange Shares as is equal to the number of BD Class B Exchange Shares delivered by Mr. Diller in the D Exchange, (y) to the Family Entity with such instrument of transfer covering such number of BD Class B Exchange Shares as is equal to the number of BD Common Exchange Shares delivered by the Family Entity in the Family Entity Exchange, and (z) if the Foundation Participation Election is made, to the Family Foundation with such instrument of transfer covering such number of Foundation Class B Exchange Shares as is equal to the number of Foundation Common Exchange Shares delivered by the Foundation in the Foundation Exchange, and (ii) (x) Mr. Diller shall, and shall cause the Family Entity to, deliver to the Class B Stockholder the BD Common Exchange Shares owned by it in non-certificated book-entry form and (y) if the Foundation Participation Election is made, the Family Foundation will deliver to the Class B Stockholder the Foundation Common Exchange Shares in non-certificated book-entry form, in each case, accompanied by duly executed instruments of transfer (or a confirmation from Expedia Group’s transfer agent of a book-entry transfer of such shares) including, without limitation, any required transfer stamps affixed thereto.

(b) At the Exchange Closing, (i) Liberty Expedia shall cause the Class B Stockholder to deliver to each of Mr. Diller, the Family Entity and, if the Foundation Participation Election shall have been made, the Family Foundation, and (ii) Mr. Diller shall, and shall cause the Family Entity to, and, if the Foundation Participation Election shall have been made, the Family Foundation shall, each deliver to the Class B Stockholder, a duly executed certificate of non-foreign status, substantially in the form of the applicable sample certification set forth in Treasury Regulation Section 1.1445-2(b)(2)(iv) (it being understood that if the Class B Stockholder is a disregarded entity within the meaning of Treasury Regulations Section 1.1445-2(b)(2)(iii), then such certificate shall be from the Person that is treated as the owner of the Class B Stockholder).
(c) At the Exchange Closing, the Class B Stockholder, Mr. Diller and, if the Foundation Participation Election shall have been made, the Family Foundation, will duly execute and deliver a cross receipt acknowledging the receipt by Mr. Diller (on behalf of himself and the Family Entity, respectively) of the BD Class B Exchange Shares and, if the Foundation Participation Election is made, the receipt by the Family Foundation of the Foundation Class B Exchange Shares, and the receipt by the Class B Stockholder of the Common Exchange Shares.

(d) If, following the Exchange Closing, the Combination Closing does not occur prior to 11:59 p.m., New York City time, on the same day as the Exchange Closing, the parties hereto agree (and Mr. Diller agrees on behalf of himself and on behalf of the Family Entity) that, for all purposes hereunder or otherwise: (i) the Exchange will be automatically rescinded and treated as if neither the Exchange nor the Exchange Closing had ever occurred (the "Rescission"); (ii) each such Person hereby waives, and no Person (including each Exchange Party) shall have, any rights, duties or obligations of any kind (other than rights, duties or obligations to effect the Rescission) in respect of the Exchange to receive or retain, in the case of Mr. Diller, the Family Entity and the Family Foundation, any Class B Exchange Shares and, in the case of the Class B Stockholder, any Common Exchange Shares; (iii) Mr. Diller will return and will cause the Family Entity to return and, if the Foundation Participation Election is made, the Family Foundation will return to the Class B Stockholder the certificates representing the BD Class B Exchange Shares and the Foundation Class B Exchange Shares, respectively, together with all originally executed instruments of transfer or, if necessary, newly executed instruments of transfer, in each case free of all Encumbrances other than Permitted Liens; and (iv) the Class B Stockholder will return to Mr. Diller, the Family Entity and, if the Foundation Participation Election is made, the Family Foundation, respectively, the certificates representing the BD Common Exchange Shares and the Foundation Common Exchange Shares (or the Class B Stockholder and Expedia Group shall direct Expedia Group’s transfer agent to make book entries necessary to effect the rescission of the Exchange), in each case (x) free of all Encumbrances other than Permitted Liens and (y) with appropriate instruments of transfer reasonably necessary to transfer such shares to the other party; provided, that notwithstanding clause (ii) above, unless and until this Agreement is terminated in accordance with its terms, the parties hereto agree (and Mr. Diller agrees on behalf of himself and on behalf of the Family Entity) that the Exchange Parties shall be obligated to effect the Exchange Closing (subject to this Section 3(d) and satisfaction (or waiver by the party entitled to the benefit of the same) of the conditions to the BD Exchange and, if applicable, the Foundation Exchange) again at a subsequent date and time as soon as reasonably practicable and prior to the termination of the Merger Agreement (in accordance with the terms of this Agreement as though such prior Exchange Closing (and related Rescission) had not occurred).
4. Representations.

(a) Representations of Liberty Expedia. Liberty Expedia represents and warrants to Mr. Diller and the Family Foundation that: (i) the Class B Stockholder owns of record and beneficially 12,799,999 shares of Parent Class B Common Stock free and clear of all Encumbrances other than Permitted Liens; (ii) upon delivery to Mr. Diller of the BD Class B Exchange Shares specified in Section 2(a)(i)(A) and to the Family Entity of the BD Class B Exchange Shares specified in Section 2(a)(i)(B) at the Exchange Closing in the manner provided in this Agreement, Mr. Diller and the Family Entity, as applicable, will have good and valid title to such BD Class B Exchange Shares so delivered free and clear of all Encumbrances other than Permitted Liens and Encumbrances created by Mr. Diller, the Family Entity, the Family Foundation, Expedia Group or any of their respective Affiliates and (y) if the Foundation Participation Election shall have been made, upon delivery of the Foundation Class B Exchange Shares to the Family Foundation at the Exchange Closing in the manner provided in this Agreement, the Family Foundation will have good and valid title to the Foundation Class B Exchange Shares free and clear of all Encumbrances other than Permitted Liens and Encumbrances created by Mr. Diller, the Family Entity, the Family Foundation, Expedia Group or any of their respective Affiliates and (y) if the Foundation Participation Election shall have been made, upon delivery of the Foundation Class B Exchange Shares to the Family Foundation at the Exchange Closing in the manner provided in this Agreement, the Family Foundation will have good and valid title to the Foundation Class B Exchange Shares free and clear of all Encumbrances other than Permitted Liens and Encumbrances created by Mr. Diller, the Family Entity, the Family Foundation, Expedia Group or any of their respective Affiliates; (iii) Liberty Expedia is a Delaware corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware, and has full power and authority to execute and deliver this Agreement and to consummate the Exchange, any Rescission Exchange and the other transactions contemplated hereby; (iv) the Class B Stockholder is a Delaware limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware and has full power and authority to consummate the Exchange, any Rescission Exchange and the other transactions contemplated by this Agreement; (v) the Class B Stockholder is disregarded as an entity separate from its owner, Liberty Expedia, for U.S. federal tax purposes pursuant to Treasury Regulations Section 301.7701-3(b)(1)(i); (vi) the execution, delivery and performance by Liberty Expedia of this Agreement and the consummation by Liberty Expedia and the Class B Stockholder of the Exchange and the other transactions contemplated hereby have been duly authorized by all necessary corporate or other legal action; (vii) this Agreement has been duly and validly executed and delivered by Liberty Expedia and, assuming the due execution and delivery hereof by Mr. Diller, the Family Foundation and Expedia Group, is a valid and binding agreement of Liberty Expedia, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors’ rights generally, or by principles governing the availability of equitable remedies; (viii) assuming the accuracy of the representations and warranties set forth in Sections 4(b)(ix), 4(c)(vi) and 4(d)(iii), the execution, delivery and performance by Liberty Expedia of this Agreement and the consummation by Liberty Expedia and the Class B Stockholder of the Exchange and the other transactions contemplated hereby requires no action by or in respect of, or filings with, any Governmental Authority, including filings or notifications required to be made by Liberty Expedia or the Class B Stockholder pursuant to the HSR Act or any other Competition Law, in respect of the acquisition by the Class B Stockholder of any Common Exchange Shares, other than (x) such clearances, consents, approvals, Orders, licenses, authorizations, registrations, declarations, permits, filings and notifications as may be required under applicable securities Laws and (y) any actions or filings under Laws (other than Competition Laws) the absence of which would not reasonably be expected, individually or in the aggregate, to have a material adverse effect on the ability of Liberty Expedia or the Class B Stockholder to consummate the Exchange and the other transactions contemplated hereby or prevent or materially delay the consummation of the Exchange and the other transactions contemplated by this Agreement or the Merger Agreement; (ix) the execution, delivery and performance by Liberty Expedia of this Agreement and the consummation by Liberty Expedia and the Class B Stockholder of the Exchange and the other transactions contemplated hereby will not (1) violate any applicable Law, (2) after giving effect to the waivers contained herein, conflict with or constitute a default, breach or violation of (with or without notice or lapse of time, or both) the terms, conditions or provisions of, or result in the acceleration of (or the creation in any Person of any right to cause the acceleration of) any performance of any obligation or any increase in any payment required by, or the termination, suspension, modification, impairment or forfeiture (or the creation in any Person of any right to cause the termination, suspension, modification impairment or forfeiture) of any contract, agreement or instrument to which Liberty Expedia or the Class B Stockholder is subject, including without limitation the Company Charter, the Company Bylaws or similar organization documents of any of Liberty Expedia’s Subsidiaries, including the Class B Stockholder, which would prevent it from performing any of its obligations hereunder, (3) require any consent by or approval of or notice to any other Person or entity (other than a Governmental Authority), except, in the case of clauses (1), (2) and (3), as would not have a material adverse effect, individually or in the aggregate, on Liberty Expedia’s or the Class B Stockholder’s ability to consummate the Exchange and the other transactions contemplated hereby, or prevent or materially delay the consummation of the Exchange and the other transactions contemplated by this Agreement or the Merger Agreement; and (x) Liberty Expedia and the Class B Stockholder are sophisticated investors and accredited investors (as defined in Rule 501(a) of Regulation D of the Securities Act), with sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of the Exchange and the other transactions contemplated hereby, and Liberty Expedia acknowledges (on behalf of itself and the Class B Stockholder) that the offer and sale of the Class B Exchange Shares and the Common Exchange Shares have not been registered under the Securities Act or any securities Laws of any state and that the Common Exchange Shares may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of without registration under the Securities Act, except pursuant to an exemption from such registration available under the Securities Act.
Representations of Mr. Diller. Mr. Diller represents and warrants to Liberty Expedia and Expedia Group that: (i) as of the date of this Agreement, Mr. Diller beneficially owns, and the Family Entity owns of record, 5,083,900 shares of Parent Common Stock and Mr. Diller owns valid, enforceable and, as of the date hereof, exercisable options to acquire 537,500 shares of Parent Common Stock ("BD Options") upon exercise thereof, in each case free and clear of all Encumbrances other than Permitted Liens; (ii) as of the date of the Exchange Closing, the Family Entity will own of record such number of shares of Parent Common Stock as is specified (or deemed specified pursuant to Section 2(b) or 2(d)(ii)) in the Exchange Notice to be delivered and exchanged by the Family Entity at the Exchange Closing and Mr. Diller will own of record such number of shares of Parent Common Stock as is specified (or deemed specified pursuant to Section 2(b) or 2(d)(ii)) in the Exchange Notice to be delivered and exchanged; (iii) Mr. Diller at the Exchange Closing, in each case, free and clear of all Encumbrances other than Permitted Liens; (iv) under applicable laws of the SEC, at each time at which it is amended and at the time it becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading and (B) the Proxy Statement will not, at the date it is first mailed to the Liberty Expedia stockholders and at the date it is filed with the SEC, at each time at which it is amended and at the time it becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

(b) Mr. Diller’s capacity, power and authority to act on behalf of the Family Entity; (vii) Liberty Expedia shall be entitled to rely on Mr. Diller’s capacity, power and authority to act on behalf of the Family Entity; (viii) this Agreement has been duly and validly executed and delivered by Mr. Diller and, assuming the due execution and delivery hereof by Liberty Expedia and Expedia Group, is a valid and binding agreement of Mr. Diller, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors’ rights generally, or by principles governing the availability of equitable remedies; (ix) assuming the accuracy of the representations and warranties set forth in Sections 4(a)(viii) and 4(d)(iii), the execution, delivery and performance by Mr. Diller and the Family Foundation of this Agreement and the consummation by Mr. Diller and the Family Entity and, if the Foundation Participation Election is made, the Family Foundation of the Exchange and the other transactions contemplated hereby requires no action by or in respect of, or filings with, any Governmental Authority, including filings or notifications required to be made by Mr. Diller or the Family Entity pursuant to the HSR Act, or any other Competition Law in respect of the acquisition by Mr. Diller and/or the Family Entity of any BD Class B Exchange Shares or the acquisition by the Family Foundation of any Foundation Class B Exchange Shares, other than (x) such clearances, consents, approvals, Orders, licenses, authorizations, declarations as may be required under applicable securities Laws and (y) any actions or filings under Laws (other than Competition Laws) the absence of which would not reasonably be expected, individually or in the aggregate, to have a material adverse effect on the ability of Mr. Diller or the Family Entity to consummate the Exchange and the other transactions contemplated hereby, or prevent or materially delay the consummation of the Exchange and the other transactions contemplated by this Agreement or the Merger Agreement; (x) the execution and delivery of this Agreement, and the performance by Mr. Diller of this Agreement and the consummation by Mr. Diller and the Family Entity of the Exchange and the other transactions contemplated hereby will not (x) violate any applicable Law, (y) after giving effect to the waivers contained herein, conflict with or constitute a default, breach or violation of (with or without notice or lapse of time, or both) the terms, conditions or provisions of, or result in the acceleration of (or the creation in any Person of any right to cause the acceleration of) any performance of any obligation or any increase in any payment required by, or the termination, suspension, modification, impairment or forfeiture (or the creation in any Person of any right to cause the termination, suspension, modification or forfeiture) of any contract, agreement or instrument to which Mr. Diller, the Family Entity or the Family Foundation is subject, which would prevent Mr. Diller or the Family Entity from performing any of their respective obligations hereunder, or (z) require any consent by or approval of or notice to any other Person or entity (other than a Governmental Authority), except, in the case of clauses (x), (y) and (z), as would not have a material adverse effect, individually or in the aggregate, on Mr. Diller’s or the Family Entity’s ability to consummate the Exchange and the other transactions contemplated hereby or prevent or materially delay the consummation of the Exchange and the other transactions contemplated by this Agreement or the Merger Agreement; (xi) each of Mr. Diller and the Family Entity is a sophisticated investor and an accredited investor (as defined in Rule 501(a) of Regulation D of the Securities Act), with sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of the Exchange and the other transactions contemplated hereby, and Mr. Diller acknowledges (on behalf of himself and the Family Entity) that the offer and sale of the Class B Exchange Shares and the Common Exchange Shares have not been registered under the Securities Act or any securities Laws of any state and that neither the Class B Exchange Shares nor any Parent Common Shares delivered upon conversion thereof may be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of without registration under the Securities Act, except pursuant to an exemption from such registration available under the Securities Act; (xii) Mr. Diller is not aware of any fact, agreement, plan or other circumstance, and has not taken or failed to take any action, which fact, agreement, plan, circumstance, action or omission would reasonably be expected to prevent or preclude Mr. Diller from delivering the D Closing Representation Letter immediately prior to the Combination Closing; and (xiii) the information supplied by Mr. Diller or on his behalf (or the Family Entity’s or Family Foundation’s behalf) specifically for inclusion or incorporation by reference in (A) the Registration Statement will not, at the time the Registration Statement is filed with the SEC, at each time at which it is amended and at the time it becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading and (B) the Proxy Statement will not, at the date it is first mailed to the Liberty Expedia stockholders and at the time of the Company 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 are made, not misleading.
Representations with respect to the Family Foundation. Each of the Family Foundation and Mr. Diller represents and warrants to Liberty Expedia and Expedia Group that: (i) as of the date of this Agreement, the Family Foundation owns of record and beneficially 439,552 shares of Parent Common Stock free and clear of all Encumbrances other than Permitted Liens; (ii) if the Foundation Participation Election is made, as of the date of the Exchange Closing, the Family Foundation will own of record and beneficially such number of shares of Parent Common Stock (if any) as is specified in the Exchange Notice to be delivered and exchanged by it at the Exchange Closing, free and clear of all Encumbrances other than Permitted Liens; (iii) if the Foundation Participation Election is made, upon delivery of the Foundation Common Exchange Shares to the Class B Stockholder at the Exchange Closing in the manner provided in this Agreement, the Class B Stockholder will have good and valid title to the Foundation Common Exchange Shares, free and clear of all Encumbrances other than Permitted Liens and Encumbrances created by Liberty Expedia or any of its Affiliates; (iv) the Family Foundation is a nonprofit public benefit corporation duly organized, validly existing and in good standing under the Laws of the State of California and has full power and authority to execute and deliver this Agreement and to consummate the Exchange, any Rescission Exchange and the other transactions contemplated hereby; (v) this Agreement has been duly and validly executed and delivered by the Family Foundation and, assuming the due execution and delivery hereof by Liberty Expedia and Expedia Group, is a valid and binding agreement of the Family Foundation, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors’ rights generally, or by principles governing the availability of equitable remedies; (vi) assuming the accuracy of the representations and warranties set forth in Sections 4(a)(viii), 4(b)(ix) and 4(d)(iii), the execution, delivery and performance by the Family Foundation of this Agreement and, if the Foundation Participation Election is made, the consummation by the Family Foundation of the Exchange and the other transactions contemplated hereby requires no action by or in respect of, or filings with, any Governmental Authority, including filings or notifications required to be made by the Family Foundation pursuant to the HSR Act, or any other Competition Law, in respect of the acquisition by the Family Foundation of any Foundation Class B Exchange Shares, other than (x) such clearances, consents, approvals, Orders, licenses, authorizations, registrations, declarations, permits, filings and notifications as may be required under applicable securities Laws and (y) any actions or filings under Laws (other than Competition Laws) the absence of which would not reasonably be expected, individually or in the aggregate, to have a material adverse effect on the ability of the Family Foundation, if the Foundation Participation Election is made, to consummate the Exchange and the other transactions contemplated hereby or prevent or materially delay the consummation of the Exchange and the other transactions contemplated by this Agreement or the Merger Agreement; (vii) the execution, delivery and performance by the Family Foundation of this Agreement and, if the Foundation Participation Election is made, the consummation by the Family Foundation of the Exchange and the other transactions contemplated hereby will not (x) violate any applicable Law, (y) after giving effect to the waivers contained herein, conflict with or constitute a default, breach or violation of (with or without notice or lapse of time, or both) the terms, conditions or provisions of, or result in the acceleration of (or the creation in any Person of any right to cause the acceleration of) any performance of any obligation or any increase in any payment required by, or the termination, suspension, modification, impairment or forfeiture (or the creation in any Person of any right to cause the termination, suspension, modification, impairment or forfeiture) of any contract, agreement or instrument to which it is subject, which would prevent it from performing any of its obligations hereunder, or (z) require any consent by or approval of or notice to any other Person or entity (other than a Governmental Authority), except in the case of clauses (x), (y) and (z) as would not have a material adverse effect, individually or in the aggregate, on the Family Foundation’s, if the Foundation Participation Election is made, ability to consummate the Exchange and the other transactions contemplated hereby, or prevent or materially delay the consummation of the Exchange and the other transactions contemplated by this Agreement or the Merger Agreement; and (viii) the Family Foundation is a sophisticated investor and an accredited investor (as defined in Rule 501(a) of Regulation D of the Securities Act), with sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of the Exchange and the other transactions contemplated hereby, acknowledges that the offer and sale of the Class B Exchange Shares and the Common Exchange Shares have not been registered under the Securities Act or any securities Laws of any state and that neither the Class B Exchange Shares nor any Parent Common Shares delivered upon conversion thereof may be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of without registration under the Securities Act, except pursuant to an exemption from such registration available under the Securities Act.
(d) **Representations of Expedia Group.** Expedia Group represents and warrants to Liberty Expedia, the Family Foundation and Mr. Diller that: (i) Expedia Group is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware, and has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby; (ii) this Agreement has been duly and validly executed and delivered by Expedia Group and, assuming the due execution and delivery hereof by Mr. Diller, the Family Foundation and Liberty Expedia, is a valid and binding agreement of Expedia Group, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors’ rights generally, or by principles governing the availability of equitable remedies; (iii) assuming the accuracy of the representations and warranties set forth in Sections 4(a)(viii), 4(b)(ix) and 4(c)(vi), the execution, delivery and performance by Expedia Group of this Agreement requires no action by or in respect of, or filings with, any Governmental Authority, including filings or notifications required to be made by Expedia Group pursuant to the HSR Act, or any other Competition Law, other than (x) such clearances, consents, approvals, Orders, licenses, authorizations, registrations, declarations, permits, filings and notifications as may be required under applicable securities Laws (and, for the avoidance of doubt, any clearances, filings and notifications as may be required pursuant to the HSR Act, or any other Competition Law, under Section 5.6 of the Merger Agreement) and (y) any actions or filings under Laws (other than Competition Laws) the absence of which would not reasonably be expected, individually or in the aggregate, to prevent or materially delay the consummation of the Exchange and the other transactions contemplated by this Agreement or the Merger Agreement; (iv) the execution, delivery and performance by Expedia Group of this Agreement will not (x) violate any applicable Law, (y) after giving effect to the waivers contained herein, conflict with or constitute a default, breach or violation of (with or without notice or lapse of time, or both) the terms, conditions or provisions of, or result in the acceleration of (or the creation in any Person of any right to cause the acceleration of) any performance of any obligation or any increase in any payment required by, or the termination, suspension, modification, impairment or forfeiture (or the creation in any Person of any right to cause the termination, suspension, modification impairment or forfeiture) of any contract, agreement or instrument to which it is subject, including without limitation the Parent Charter and the Parent Bylaws, which would prevent it from performing any of its obligations hereunder, or (z) require any consent by or approval of or notice to any other Person or entity (other than a Governmental Authority), except, in the case of clauses (x), (y) and (z), as would not prevent or materially delay the consummation of the Exchange and the other transactions contemplated by this Agreement or the Merger Agreement; and (v) the Board of Directors of Expedia Group has taken all necessary action to render any “fair price,” “business combination,” “control share acquisition” or other similar anti-takeover statute or regulation in any jurisdiction, including, without limitation, Section 203 of the General Corporation Law of the State of Delaware, inapplicable to the execution, delivery and performance of this Agreement and the consummation of the Exchange and the other transactions contemplated hereby (including, for the avoidance of doubt, any re-acquisition of shares by a party as a result of any Rescission).
5. **Reasonable Best Efforts.**

(a) Liberty Expedia, Expedia Group, Mr. Diller and the Family Foundation shall cooperate with each other and use their reasonable best efforts to (i) consummate the Exchange Closing and any other transactions contemplated by this Agreement in the manner contemplated by this Agreement and (ii) execute documents reasonably necessary to effect the Exchange Closing (and, if applicable, the Rescission).

(b) Expedia Group, Mr. Diller and the Family Foundation shall cooperate with each other and shall prepare and file all necessary filings, applications, notices and/or similar instruments or documentation, and use their reasonable best efforts to obtain as promptly as practicable all consents, approvals or non-objections, as applicable, of all Third Parties and Governmental Authorities that, in each case, are required under applicable Law to consummate the Exchange and the other transactions contemplated by this Agreement.

6. **Covenants and Agreements.**

(a) Immediately prior to the Combination Closing, Mr. Diller shall execute and deliver the D Closing Representation Letter to Company Split-Off Tax Counsel; provided, however, that Mr. Diller will be deemed to satisfy his obligation under this Section 6(a) in the event that (x) Liberty Expedia withholds its consent to any changes, updates or refinements to any representations made in the D Signing Representation Letter that Mr. Diller has reasonably requested to be made in the D Closing Representation Letter as may be necessary to reflect any changes in, or clarifications of, facts prior to the Combination Closing to the extent that similar or analogous changes, updates or refinements to representations reflecting the same changes in, or clarifications of, fact are made with respect to any other Closing Split-Off Tax Opinion Representation Letter or (y) Expedia Group or Liberty Expedia does not execute and deliver to Company Split-Off Tax Counsel immediately prior to the Combination Closing the Parent Closing Split-Off Tax Opinion Representation Letter or the Company Closing Split-Off Tax Opinion Representation Letter, respectively.

(b) Mr. Diller will cooperate with Company Split-Off Tax Counsel by providing appropriate representations as to factual matters on the Closing Date, including the representations in the D Closing Representation Letter; provided, however, that Mr. Diller will be deemed to satisfy his obligation under this Section 6(b) in the event that (x) Liberty Expedia withholds its consent to any changes, updates or refinements to any representations made in the D Signing Representation Letter that Mr. Diller has reasonably requested to be made in the D Closing Representation Letter as may be necessary to reflect any changes in, or clarifications of, facts prior to the Combination Closing to the extent that similar or analogous changes, updates or refinements to representations reflecting the same changes in, or clarifications of, fact are made with respect to any other Closing Split-Off Tax Opinion Representation Letter or (y) Expedia Group or Liberty Expedia does not execute and deliver to Company Split-Off Tax Counsel immediately prior to the Combination Closing the Parent Closing Split-Off Tax Opinion Representation Letter or the Company Closing Split-Off Tax Opinion Representation Letter, respectively.
The parties acknowledge that the transactions contemplated hereby would otherwise be subject to the restrictions in the Assigned and Amended Stockholders Agreement and Assigned Governance Agreement; therefore, each of Liberty Expedia and Mr. Diller (on behalf of themselves and their respective Stockholder Groups (as defined in the Assigned and Amended Stockholders Agreement)) hereby irrevocably waives any rights and obligations under the provisions of the Assigned and Amended Stockholders Agreement or the Assigned Governance Agreement applicable to the Exchange or the other transactions contemplated by this Agreement, and, for the avoidance of doubt, acknowledges and agrees that the restrictions contained in the Assigned and Amended Stockholders Agreement and the Assigned Governance Agreement are not applicable to any of the transactions contemplated by the Merger Agreement.

Mr. Diller acknowledges and agrees that the rights contemplated hereby and by the New Governance Agreement are deemed to be in recognition and in lieu of Mr. Diller’s rights under the Assigned Governance Agreement and the Assigned and Amended Stockholders Agreement.

Liberty Expedia agrees to not convert, and to cause the Class B Stockholder to not convert, any shares of Parent Class B Common Stock into shares of Parent Common Stock under any circumstances at or prior to the Combination Closing, including without limitation in connection with the delivery of Class B Exchange Shares at the Exchange Closing.

Upon any request from time to time by Liberty Expedia in contemplation of an Exchange Closing (or a closing of the BD Exchange), if the conditions to Expedia Group’s obligation to effect the Combination Closing set forth in Article VI of the Merger Agreement shall have been satisfied or (if permissible) waived (other than those conditions that by their nature can only be satisfied at, or immediately prior to, the Combination Closing, provided that such conditions would be satisfied if the Combination Closing were to occur at the time of the Exchange Closing), Expedia Group shall (as promptly as practicable, but no later than the same Business Day) deliver to Liberty Expedia and the other parties hereto the certificate required by Section 7(b)(ii) of this Agreement.

Upon any request from time to time by Expedia Group in contemplation of an Exchange Closing (or a closing of the BD Exchange), if the conditions to Liberty Expedia’s obligation to effect the Combination Closing set forth in Article VI of the Merger Agreement shall have been satisfied or (if permissible) waived (other than those conditions that by their nature can only be satisfied at, or immediately prior to, the Combination Closing, provided that such conditions would be satisfied if the Combination Closing were to occur at the time of the Exchange Closing), Liberty Expedia shall (as promptly as practicable, but no later than the same Business Day) deliver to Expedia Group and the other parties hereto the certificate required by Section 7(b)(ii) of this Agreement.
7. **Conditions to Certain Parties’ Obligation to Effect the Exchange.** The respective obligations of Liberty Expedia and Mr. Diller to effect the BD Exchange and, if the Foundation Participation Election has been made, of Liberty Expedia to effect the Foundation Exchange at the Exchange Closing shall be subject to the satisfaction, or (to the extent legally permissible) waiver in writing by each of (x) in the case of Section 7(a), Liberty Expedia, Mr. Diller and Expedia Group, (y) in the case of Section 7(b)(i), Mr. Diller, Liberty Expedia and Expedia Group, and (z) in the case of Section 7(b)(ii), Mr. Diller, prior to or at the Exchange Closing of the following conditions:

   (a) **No Injunctions or Restraints.** No Order entered, enacted, promulgated, enforced or issued by any court or other Governmental Authority of competent jurisdiction, shall be in effect which prohibits, renders illegal or enjoins the consummation of the BD Exchange; and

   (b) **Combination Closing.** (i) Each of the conditions set forth in Article VI of the Merger Agreement shall have been satisfied or (if permissible) waived (other than those conditions that by their nature can only be satisfied at, or immediately prior to, the Combination Closing, provided that such conditions would be satisfied if the Combination Closing were to occur at the time of the Exchange Closing), and (ii) each of Liberty Expedia and Expedia Group shall have certified to the parties hereto in writing that it stands ready, willing and able to consummate the Merger immediately following the Exchange Closing.

8. **Conditions to Liberty Expedia’s Obligation to Effect the Exchange.** The obligation of Liberty Expedia to effect the Exchange at the Exchange Closing is also subject to the satisfaction, or (to the extent legally permissible) waiver in writing by Liberty Expedia, prior to or at the Exchange Closing of the following conditions (provided, that Section 8(e) shall apply only to Liberty Expedia’s obligation to effect the Foundation Exchange, and not, subject to the terms hereof, the BD Exchange):

   (a) **Representations and Warranties.** The representations and warranties (i) of Mr. Diller set forth in Section 4(b) (other than the representations and warranties set forth in Sections 4(b)(xii) and (xiii), the failure of which to be true and correct would not, and would not reasonably be expected to, individually or in the aggregate, prevent the consummation of the Exchange and the other transactions contemplated by this Agreement or the Merger Agreement) shall be true and correct in each case as of the date of this Agreement and as of the Exchange Closing as though made on and as of the Exchange Closing; (ii) if the Foundation Participation Election is made, of Mr. Diller and the Family Foundation set forth in Section 4(c) shall be true and correct in each case as of the date of this Agreement and as of the Exchange Closing as though made on and as of the Exchange Closing; and (iii) of Expedia Group set forth in Section 4(d) shall be true and correct as of the date of this Agreement and as of the Exchange Closing as though made on and as of the Exchange Closing, except, in each case, (x) for those representations and warranties made as of a specified date, which shall be true and correct as of such date and (y) *de minimis* inaccuracies in the representations and warranties set forth in Sections 4(b)(i), 4(b)(v), 4(c)(i), 4(c)(iv) and 4(d)(i);
9. **Conditions to Mr. Diller’s Obligation to Effect the BD Exchange.** The obligation of Mr. Diller to effect the BD Exchange at the Exchange Closing is also subject to the satisfaction, or (to the extent legally permissible) waiver by Mr. Diller of the following conditions:

(a) **Representations and Warranties.** The representations and warranties of (i) Liberty Expedia set forth in Section 4(a) shall be true and correct in each case as of the date of this Agreement and as of the Exchange Closing as though made on and as of the Exchange Closing, and (ii) Expedia Group set forth in Section 4(d) shall be true and correct in each case as of the date of this Agreement and as of the Exchange Closing as though made on and as of the Exchange Closing, except, in each case, (x) for those representations and warranties made as of a specified date, which shall be true and correct as of such date, and (y) de minimis inaccuracies in the representations and warranties set forth in Sections 4(a)(iii), 4(a)(iv) and 4(d)(i);

(b) **Covenants.** Each of Liberty Expedia and Expedia Group shall have performed in all material respects all other covenants required to be performed by them prior to or at the Exchange Closing;

(c) **Officer’s Certificate.** Each of Liberty Expedia and Expedia Group shall have delivered to Mr. Diller a certificate duly signed by a duly authorized officer of such Person that the conditions set forth in Sections 9(a) and (b) in respect of such Person have been satisfied; and

(d) **Deliverables.** Mr. Diller and the Family Entity shall have received the deliverables to be delivered to him or it pursuant to Sections 3(a), (b) and (c).
10. **Condition to the Family Foundation’s Obligation to Effect the Foundation Exchange.** If the Foundation Participation Election is made, the obligation of the Family Foundation to effect the Foundation Exchange at the Exchange Closing is also subject to the satisfaction, or (to the extent legally permissible) waiver by the Family Foundation of the following conditions:

(a) **Representations and Warranties.** The representations and warranties of (i) Liberty Expedia set forth in Section 4(a) shall be true and correct in each case as of the date of this Agreement and as of the Exchange Closing as though made on and as of the Exchange Closing, and (ii) Expedia Group set forth in Section 4(d) shall be true and correct in each case as of the date of this Agreement and as of the Exchange Closing as though made on and as of the Exchange Closing, except, in each case, (x) for those representations and warranties made as of a specified date, which shall be true and correct as of such date and (y) de minimis inaccuracies in the representations and warranties set forth in Sections 4(a)(iii), 4(a)(iv) and 4(d)(i);

(b) **Covenants.** Each of Liberty Expedia and Expedia Group shall have performed in all material respects all other covenants required to be performed by them prior to or at the Exchange Closing;

(c) **Officer’s Certificate.** Each of Liberty Expedia and Expedia Group shall have delivered to the Family Foundation a certificate duly signed by a duly authorized officer of such Person that the conditions set forth in Sections 10(a) and (b) in respect of such Person have been satisfied;

(d) **Deliverables.** The Family Foundation shall have received the deliverables to be delivered to it pursuant to Sections 3(a), (b) and (c); and

(e) **No Injunctions or Restraints.** No Order entered, enacted, promulgated, enforced or issued by any court or other Governmental Authority of competent jurisdiction, shall be in effect which prohibits, renders illegal or enjoins the consummation of the Foundation Exchange.

11. **Termination.** This Agreement will terminate and immediately cease to be of any further force and effect pursuant to the mutual consent of each of the parties hereto in a written instrument (in the case of Expedia Group, upon the approval of the Independent Committee); provided, that the representations, warranties, covenants and agreements contained in Sections 4(b)(xii), 6(a) and 6(b) of this Agreement or in any certificate delivered pursuant hereto to the extent relating to Sections 4(b)(xii), 6(a) and 6(b) of this Agreement will terminate at the Effective Time. If the Merger Agreement is terminated in accordance with its terms without the Combination Closing having occurred, effective upon such termination, this Agreement shall automatically terminate and immediately cease to be of any further force and effect; provided, however, if the Exchange Closing has occurred, the Exchange will automatically be rescinded in accordance with Section 3(d) immediately prior to such termination and the parties obligations thereunder will survive to the extent provided in Section 3(d) of this Agreement, following which this Agreement will immediately terminate. If this Agreement is terminated in accordance with this Section 11, (x) Section 2(e) shall survive any termination pursuant to this Section 11 and (y) subject to the foregoing clause (x) this Agreement shall forthwith become null and void and of no effect and the obligations of the parties hereto shall terminate, without Liability of any party (or any stockholder, director, officer, employee, consultant, financial advisor, legal counsel, financing source, accountant, insider or other advisor, agent or representative of such party); provided, that, nothing contained herein shall relieve any party to this Agreement from any liability for damages resulting from (a) fraud or (b) willful material breach by such party of its covenants or agreements prior to such termination, in each case, as determined by a court of competent jurisdiction pursuant to a final and nonappealable judgment. For purposes of this Agreement, “willful material breach” means a material breach of a party’s covenants and agreements that is the consequence of an act or omission by a party with the knowledge that the taking of such act or failure to take such action would be a material breach of such party’s covenants or agreements (provided, that, the knowledge of any officer, director and/or employee of such party who would reasonably be expected to know, or after reasonable due inquiry would learn, in the ordinary course of the performance of such individual’s responsibilities as an officer, director and/or employee, that the taking of such act or failure to take such action would be a material breach of such party’s covenants and agreements will be imputed to such party). For the avoidance of doubt, it is agreed and acknowledged by each of the parties to this Agreement that the statements and representations set forth in the Signing Split-Off Tax Opinion Representation Letters and the Closing Split-Off Tax Opinion Representation Letters are made solely to Company Split-Off Tax Counsel and are not intended to and shall not confer upon any of the parties to this Agreement or any other Person any rights or remedies (including serving as the basis of a claim for, or a defense against, any Action by any party or any other Person).
12. **Applicable Law.** All disputes, claims or controversies arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, or the Exchange and the other transactions contemplated hereby shall be governed by and construed in accordance with the Laws of the State of Delaware without regard to its rules of conflict of Laws.

13. **Jurisdiction.** Each of the parties hereto (a) irrevocably and unconditionally consents to submit itself to the sole and exclusive personal jurisdiction of the Court of Chancery of the State of Delaware, or, if that court does not have jurisdiction, the Superior Court of the State of Delaware, or, if the subject matter of the action is one over which exclusive jurisdiction is vested in the courts of the United States of America, a federal court sitting in the State of Delaware (collectively, the “Delaware Courts”) in connection with any dispute, claim, or controversy arising out of or relating to this Agreement or the Exchange and the other transactions contemplated hereby, (b) waives any objection to the laying of venue of any such litigation in any of the Delaware Courts, (c) agrees not to plead or claim in any such court that such litigation brought therein has been brought in an inconvenient forum and agrees not otherwise to attempt to deny or defeat such personal jurisdiction or venue by motion or other request for leave from any such court, and (d) agrees that it will not bring any Action in connection with any dispute, claim, or controversy arising out of or relating to this Agreement or the Exchange and the other transactions contemplated hereby, in any court or other tribunal, other than any of the Delaware Courts. All Actions arising out of or relating to this Agreement or the Exchange and the other transactions contemplated hereby shall be heard and determined in the Delaware Courts. Each of the parties hereto hereby irrevocably and unconditionally agrees that service of process in connection with any dispute, claim, or controversy arising out of or relating to this Agreement or the Exchange and the other transactions contemplated hereby may be made upon such party by prepaid certified or registered mail, with a validated proof of mailing receipt constituting evidence of valid service, directed to such party at the address specified in Section 16 hereof. Service made in such manner, to the fullest extent permitted by applicable Law, shall have the same legal force and effect as if served upon such party personally within the State of Delaware. Nothing herein shall be deemed to limit or prohibit service of process by any other manner as may be permitted by applicable Law.
14. **Waiver of Jury Trial.** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE EXCHANGE AND THE OTHER TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) 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 THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 14.

15. **Enforcement of this Agreement.** The parties acknowledge and agree that irreparable damage would occur and that the parties would not have any adequate remedy at Law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement (without the obligation to post a bond therefor) and to enforce specifically the terms and provisions of this Agreement in the Court of Chancery of the State of Delaware, this being in addition to any other remedy to which they are entitled at law or in equity.

16. **Notices.** All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given (a) on the date of delivery if delivered personally or sent via facsimile or e-mail or (b) on the first (1st) Business Day following the date of dispatch if sent by a nationally recognized overnight courier (providing proof of delivery), in each case to the parties at the following addresses (or at such other address for a party as shall be specified by like notice); provided, that, should any such delivery be made by facsimile or e-mail, the sender shall also send a copy of the information so delivered on or before the next Business Day by a nationally recognized overnight courier:

if to Liberty Expedia, to:

Liberty Expedia Holdings, Inc.
12300 Liberty Boulevard
Englewood, CO 80112
Attn: Chief Legal Officer
Email: Separately provided
Facsimile: Separately provided
with a copy to:

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

if to Mr. Diller or the Family Foundation, to:

c/o Arrow Finance, LLC
555 West 18th Street
New York, NY 10011
Attn: Barry Diller
E-Mail: Separately provided
Facsimile: Separately provided

with a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attn: Andrew J. Nussbaum
Edward J. Lee
Email: AJNussbaum@wlrk.com
EJLee@wlrk.com
Facsimile: (212) 403-2000

if to Expedia Group, to:

Expedia Group, Inc.
333 108th Ave NE
Bellevue, WA 98004
Attn: Chief Legal Officer
Email: Separately provided
Facsimile: Separately provided

with a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attn: Andrew J. Nussbaum
Edward J. Lee
Email: AJNussbaum@wlrk.com
EJLee@wlrk.com
Facsimile: (212) 403-2000

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

(a) Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of Law or otherwise by any of the parties hereto without the prior written consent of the other parties hereto; provided, that, the parties will be deemed to have consented to the assignment of this Agreement by Liberty Expedia to Merger LLC in connection with the Upstream Merger. Any purported assignment in breach of the foregoing is void and of no force and effect whatsoever. Subject to the foregoing, the provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns, including, without limitation, with respect to Mr. Diller, his heirs, estate, executors and personal representatives.

(b) This Agreement may be executed in separate counterparts, each of which will be an original and all of which taken together will constitute one and the same agreement.

(c) If, subsequent to the date hereof, further documents are reasonably requested in order to carry out the provisions and purposes of this Agreement, the parties hereto will execute and deliver such further documents.

(d) This Agreement, together with the Merger Agreement, the Assigned Governance Agreement and the Assigned and Amended Stockholders Agreement, and the exhibits and schedules to such documents, constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection herewith.

(e) When a 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 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, 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 such securities. A Person that holds securities through his, her or its brokerage account shall be deemed to own such securities “of record” for all purposes herein.
Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed (i) in the case of an amendment, by each of parties hereto (in the case of Expedia Group, upon the approval of the Independent Committee), and (ii) in the case of a waiver, by the party against whom the waiver is to be effective (in the case of Expedia Group, upon the approval of the Independent Committee). 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.

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, insofar as the foregoing can be accomplished without materially affecting the economic benefits anticipated by the parties to this Agreement. 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 Exchange and the other transactions contemplated hereby are fulfilled to the greatest extent possible.

The parties acknowledge and confirm that each of their respective attorneys have participated jointly in the drafting, review and revision of this Agreement and that it has not been written solely by counsel for one party and that each party has had the benefit of its independent legal counsel’s advice with respect to the terms and provisions hereof and its rights and obligations hereunder. Each party hereto, therefore, stipulates and agrees that the rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor any party against another and that no party shall have the benefit of any legal presumption or the detriment of any burden of proof by reason of any ambiguity or uncertain meaning contained in this Agreement.

[Signature Page Follows]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

/s/ Barry Diller
Barry Diller

THE DILLER FOUNDATION D/B/A THE DILLER - VON FURSTENBERG FAMILY FOUNDATION

By: /s/ Barry Diller
Name: Barry Diller
Title: President

EXPEDIA GROUP, INC.

By: /s/ Mark D. Okerstrom
Name: Mark D. Okerstrom
Title: President and Chief Executive Officer

LIBERTY EXPEDIA HOLDINGS, INC.

By: /s/ Christopher W. Shean
Name: Christopher W. Shean
Title: President and Chief Executive Officer

[Signature Page Follows]
Schedule 1

Family Entity

Exhibit A

New Governance Agreement

[attached]
SECOND AMENDED AND RESTATED
GOVERNANCE AGREEMENT

between

EXPEDIA GROUP, INC.

and

BARRY DILLER

Dated as of April 15, 2019
# TABLE OF CONTENTS

## Article I

NOTICE OF TRANSFER OF COMPANY CLASS B STOCK

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01</td>
<td>Notice of Transfer of Company Class B Stock</td>
<td>2</td>
</tr>
</tbody>
</table>

## Article II

REPRESENTATIONS AND WARRANTIES

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.01</td>
<td>Representations and Warranties of the Company</td>
<td>2</td>
</tr>
<tr>
<td>2.02</td>
<td>Representations and Warranties of the Stockholder</td>
<td>3</td>
</tr>
</tbody>
</table>

## Article III

PURCHASE/EXCHANGE RIGHT

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.01</td>
<td>Purchase/Exchange Right</td>
<td>4</td>
</tr>
<tr>
<td>3.02</td>
<td>Identification of Shares</td>
<td>6</td>
</tr>
<tr>
<td>3.03</td>
<td>Change in Law</td>
<td>6</td>
</tr>
</tbody>
</table>

## Article IV

CERTAIN RESTRICTIONS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.01</td>
<td>Certain Transactions</td>
<td>7</td>
</tr>
<tr>
<td>4.02</td>
<td>Mandatory Conversion of Additional Shares</td>
<td>8</td>
</tr>
<tr>
<td>4.03</td>
<td>Transfer of Additional Shares</td>
<td>9</td>
</tr>
<tr>
<td>4.04</td>
<td>Joinder</td>
<td>10</td>
</tr>
<tr>
<td>4.05</td>
<td>Legend</td>
<td>10</td>
</tr>
</tbody>
</table>

## Article V

DEFINITIONS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.01</td>
<td>“Additional Conversion Triggering Event”</td>
<td>11</td>
</tr>
<tr>
<td>5.02</td>
<td>“Additional Shares”</td>
<td>11</td>
</tr>
<tr>
<td>5.03</td>
<td>“Affiliate”</td>
<td>11</td>
</tr>
<tr>
<td>5.04</td>
<td>“Agreement”</td>
<td>11</td>
</tr>
<tr>
<td>5.05</td>
<td>“Amendment Approval Meeting”</td>
<td>11</td>
</tr>
<tr>
<td>5.06</td>
<td>“Amendment Proposal”</td>
<td>11</td>
</tr>
<tr>
<td>5.07</td>
<td>“Applicable Additional Shares”</td>
<td>11</td>
</tr>
<tr>
<td>5.08</td>
<td>“Applicable Third Parties”</td>
<td>11</td>
</tr>
<tr>
<td>5.09</td>
<td>“Beneficial Ownership” or “Beneficially Own”</td>
<td>11</td>
</tr>
</tbody>
</table>
Second Amended and Restated Governance Agreement

Second Amended and Restated Governance Agreement, dated as of April 15, 2019 (this "Agreement"), between Expedia Group, Inc., a Delaware corporation ("Expedia Group," or the "Company"), and Mr. Barry Diller ("Mr. Diller" or the "Stockholder").

WHEREAS, Mr. Diller, the Company and Liberty Expedia Holdings, Inc., a Delaware corporation ("Liberty Expedia"), are parties to the Amended and Restated Governance Agreement, dated as of December 20, 2011, as assigned by Qurate Retail, Inc., a Delaware corporation, to Liberty Expedia as of November 4, 2016 (the "Existing Governance Agreement");

WHEREAS, simultaneously with the execution of this Agreement, the Company, Liberty Expedia, LEMS I LLC, a single member Delaware limited liability company and wholly owned subsidiary of the Company ("Merger LLC"), and LEMS II Inc., a Delaware corporation and wholly owned subsidiary of Merger LLC ("Merger Sub"), are entering into the Agreement and Plan of Merger, dated the date hereof (as amended pursuant to its terms, the "Liberty Expedia Merger Agreement"), pursuant to which, upon the terms and subject to the conditions set forth therein (i) Merger Sub will merge with and into Liberty Expedia (the "Merger"), with Liberty Expedia surviving the Merger, and (ii) immediately following the Merger, Liberty Expedia, as the surviving corporation in the Merger and a wholly owned subsidiary of Merger LLC, will merge with and into Merger LLC (the "Upstream Merger", and together with the Merger, the "Combination"), with Merger LLC surviving the Upstream Merger;

WHEREAS, Mr. Diller, The Diller Foundation d/b/a The Diller – von Furstenberg Family Foundation (the "Family Foundation"), Liberty Expedia and the Company simultaneously with the execution of this Agreement are entering into an Exchange Agreement (the "Exchange Agreement"), providing for, among other things, upon the terms and subject to the conditions set forth therein, the exchange (the "Liberty Expedia-Diller Exchange") , prior to the Combination Closing, by Mr. Diller and, if the Family Foundation so elects, the Family Foundation of up to (x) 5,523,452 shares of Company Common Stock plus (y) the number of shares of Company Common Stock acquired by Mr. Diller prior to the closing of the Liberty Expedia-Diller Exchange pursuant to the exercise of up to 537,500 vested options to purchase shares of Company Common Stock held by Mr. Diller as of the date of this Agreement, with the number of shares delivered to Mr. Diller upon exercise of such options reduced by the number of shares withheld by the Company to satisfy the aggregate exercise price (or on an “as if” basis in the event Mr. Diller elects to pay the exercise price in cash), for shares of Company Class B Stock held by Liberty Expedia or its Subsidiaries, in each case on a one-for-one basis;

WHEREAS, Mr. Diller and Liberty Expedia simultaneously with the execution of this Agreement are entering into a Governance Agreement Termination Agreement providing for, among other things, upon the terms and subject to the conditions set forth therein, the termination at the Combination Closing of the Existing Governance Agreement, whereupon the Existing Governance Agreement shall cease to be of any further force and effect;

WHEREAS, the Company and Mr. Diller have agreed to enter into this Agreement, effective at the Combination Closing (other than Section 6.10, which shall be effective
immediately upon the execution of this Agreement), to establish in this Agreement certain provisions concerning Mr. Diller’s relationship with the Company; and

WHEREAS, the Board of Directors of the Company and a Special Committee of the Board of Directors of the Company (the “Special Committee”), which was established in connection with the Company’s consideration of the transactions contemplated by the Liberty Expedia Merger Agreement and which is composed wholly of non-employee directors (as such term is defined for purposes of Rule 16b-3 under the Exchange Act), have approved the transactions contemplated hereby for purposes of exempting dispositions or deemed dispositions by Mr. Diller to the Company or a Subsidiary of the Company of shares of Company Common Stock and acquisitions or deemed acquisitions by Mr. Diller from the Company or a Subsidiary of the Company of shares of Company Class B Stock, in each case, pursuant to the Purchase/Exchange Right, from Section 16(b) of the Exchange Act.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the Company and Mr. Diller hereby agree as follows:

ARTICLE I

NOTICE OF TRANSFER OF COMPANY CLASS B STOCK

Section 1.01. Notice of Transfer of Company Class B Stock. Prior to effecting any Transfer of Company Class B Stock, the Stockholder shall deliver written notice to the Company, which shall deliver such notice to the Board of Directors of the Company, which notice shall specify (a) the Person to whom the Stockholder proposes to make such Transfer and (b) the number or amount of the shares of Company Class B Stock to be Transferred, including the number or amount of such shares of Company Class B Stock that are (i) Original Shares and/or (ii) Additional Shares.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of the Company. The Company represents and warrants to the Stockholder that: (a) the Company is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and has the corporate power and authority to enter into this Agreement and to carry out its obligations hereunder; (b) the execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement or any of the transactions contemplated hereby; (c) this Agreement has been duly executed and delivered by the Company and constitutes a valid and binding obligation of the Company, and assuming this Agreement constitutes a valid and binding obligation of the Stockholder, is enforceable against the Company in accordance with its terms; (d) none of the execution, delivery and performance of this Agreement by the Company constitutes a breach or violation of or conflicts with the
Company’s Certificate of Incorporation or By-laws or any material agreement to which the Company is a party; (e) none of such material agreements would impair in any material respect the ability of the Company to perform its obligations hereunder; and (f) (i) the shares of Company Class B Stock (or such other securities of the Company into which such shares are then convertible) deliverable pursuant to the Purchase/Exchange Right upon delivery will be duly authorized, validly issued, fully paid and nonassessable and not subject to, or issued in violation of, any purchase option, redemption, call option, right of first refusal, preemptive right, subscription right or any similar right in any such case granted by, or exercisable for the benefit of, the Company (other than any such restrictions or rights under this Agreement or implemented in the certificate of incorporation of the Company as contemplated hereby or applicable state and federal securities Laws) and (ii) in the event the shares of Company Common Stock (or such other securities of the Company into which the shares of Company Class B Stock deliverable pursuant to the Purchase/Exchange Right are then convertible) are then listed on a national securities exchange, the Company will use its reasonable best efforts to cause the shares of Company Common Stock (or such other securities) into which such shares of Company Class B Stock are convertible to be approved for listing on such national securities exchange upon delivery.

Section 2.02. Representations and Warranties of the Stockholder. The Stockholder represents and warrants to the Company that: (a) he has the power and authority to enter into this Agreement and to carry out his obligations hereunder; (b) the execution and delivery of this Agreement by the Stockholder and the consummation by the Stockholder of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Stockholder and no other proceedings on the part of the Stockholder are necessary to authorize this Agreement or any of the transactions contemplated hereby; (c) this Agreement has been duly executed and delivered by the Stockholder and constitutes a valid and binding obligation of the Stockholder, and, assuming this Agreement constitutes a valid and binding obligation of the Company, is enforceable against the Stockholder in accordance with its terms; (d) none of the execution, delivery and performance of this Agreement by the Stockholder constitutes a breach or violation of or conflicts with any material agreement to which the Stockholder is a party; (e) none of such material agreements would impair in any material respect the ability of the Stockholder to perform his obligations hereunder; and (f) assuming a Company Common Stock share price of $125.45 (the closing price of Company Common Stock on April 15, 2019), the number of shares of Company Common Stock acquired by Mr. Diller prior to the closing of the Liberty Expedia-Diller Exchange pursuant to the exercise of up to 537,500 vested options to purchase shares of Company Common Stock held by Mr. Diller as of the date of this Agreement (with the number of shares delivered to Mr. Diller upon exercise of such options reduced by the number of shares withheld by the Company to satisfy the aggregate exercise price) and permitted to be exchanged pursuant to the Liberty Expedia-Diller Exchange would not exceed 147,348 shares of Company Common Stock.
ARTICLE III

PURCHASE/EXCHANGE RIGHT

Section 3.01. Purchase/Exchange Right

(a) The Company shall at all times from and after the Combination Closing through the end of the Purchase/Exchange Period cause Liberty Expedia or another direct or indirect wholly owned Subsidiary of the Company to hold, or the Company shall reserve and keep available in its treasury, the full number of shares of Company Class B Stock potentially subject from time to time to the Purchase/Exchange Right.

(b) The Company hereby irrevocably agrees that Mr. Diller shall have the right (the "Purchase/Exchange Right"), exercisable at any time and from time to time during the Purchase/Exchange Period, to:

(i) purchase from the Company (or the applicable wholly owned subsidiary of the Company) up to a number of shares of Company Class B Stock equal to the Unexchanged Class B Share Number, at a price per share of Company Class B Stock equal to the Fair Market Value of a share of Company Common Stock at the time of notice of exercise by Mr. Diller pursuant to Section 3.01(c); or

(ii) exchange with the Company (or the applicable wholly owned subsidiary of the Company) an equivalent number of shares of Company Common Stock for a number of shares of Company Class B Stock, up to a number of shares of Company Class B Stock equal to the Unexchanged Class B Share Number.

The Purchase/Exchange Right may be exercised from time to time, in whole or in part, at Mr. Diller’s option, pursuant to the foregoing clause (i) and/or clause (ii) (the shares of Company Class B Stock acquired by Mr. Diller pursuant to the Purchase/Exchange Right (subject to adjustment pursuant to Section 6.14), collectively, the “Additional Shares”). Notwithstanding the foregoing, and subject to Section 3.01(e), the Purchase/Exchange Right may only be exercised in compliance with the terms of this Agreement and the Company’s Securities Trading Policy as in effect from time to time (the “Securities Trading Policy”) or any similar Company policy; provided, that the Company agrees that it shall not modify the Securities Trading Policy or modify or adopt any similar Company policy, in each case in a manner that would result in an exercise of the Purchase/Exchange Right that would otherwise be permitted hereunder conflicting with such policy.

(c) The Purchase/Exchange Right shall be exercised by Mr. Diller delivering written notice to the Company, which notice shall set forth (i) the number of shares of Company Class B Stock Mr. Diller shall acquire and (ii) the nature of the consideration to be paid (whether cash representing the Fair Market Value of the shares of Company Class B Stock to be acquired, shares of the Company Common Stock, or a combination thereof). The closing of any such acquisition shall occur as promptly as reasonably practicable following the Company’s receipt of
notice, and in any event not more than five (5) business days thereafter, unless the parties agree otherwise, provided that such time period shall be extended to the extent any regulatory approvals, consents or notices are required to be obtained or made or pending compliance with any other legal requirements (including applicable stock exchange rules). The Company and Mr. Diller shall cooperate in connection with obtaining any such approvals or consents, making such notices or complying with such requirements, as applicable.

(d) The Purchase/Exchange Right may be exercised by Mr. Diller directly or together with other third parties (the “Applicable Third Parties”), provided that such third parties deliver to Mr. Diller, at or prior to the closing of the exercise of the Purchase/Exchange Right, a proxy and power of attorney, in substantially the form attached as Schedule 5 to this Agreement (provided, that changes to provide that such proxy and power of attorney are irrevocable shall be permitted) or such other form and substance reasonably satisfactory to the Special Committee or any other committee of the Board of Directors of the Company composed wholly of Independent Directors, granting Mr. Diller sole voting control prior to a Third Party Conversion Triggering Event or Conversion Triggering Event (which may include exceptions or alternative arrangements reasonably necessary or customary in connection with a bona fide financing, subject to consent by the Special Committee or any other committee of the Board of Directors of the Company composed wholly of Independent Directors, which consent shall not to be unreasonably withheld (“Permitted Exceptions”), but not the right to vote shares in any circumstance, which shall be retained by Mr. Diller) over any such Company Class B Stock received in such purchase or exchange and such Applicable Third Parties deliver to the Company, at or prior to the closing of the applicable exercise of the Purchase/Exchange Right, a written joinder agreeing to be bound with respect to such shares of Company Class B Stock by the obligations set forth in this Section 3.01(d), Article IV and Article VI (except Section 6.10). Subject to the last two sentences of Section 4.03(a), if any such Applicable Third Parties do not deliver to Mr. Diller such a proxy and power of attorney with respect to the applicable shares of Company Class B Stock received in such purchase or exchange pursuant to this Section 3.01(d), or such proxy and power of attorney is revoked or otherwise no longer provides Mr. Diller sole voting control over such applicable shares of Company Class B Stock prior to the occurrence of a Third Party Conversion Triggering Event or Conversion Triggering Event (subject to the parenthetical in the immediately preceding sentence) (each of the foregoing, a “Third Party Conversion Triggering Event”), then each holder of such applicable shares of Company Class B Stock shall, and the Stockholder and each subsequent holder of such applicable shares of Company Class B Stock agrees that he, she or it (as the case may be) shall, be deemed to have irrevocably exercised its option pursuant to Section C(2) of Article IV of the Certificate of Incorporation of the Company (or any successor provision) to convert such applicable shares of Company Class B Stock into shares of Company Common Stock (or such other securities into which such Additional Shares are then convertible) and, without any further action on the part of any such holder, such applicable shares of Company Class B Stock shall be deemed to be so converted. Notwithstanding the foregoing, if the Company determines that a Third Party Conversion Triggering Event has occurred, the Company shall provide written notice thereof to the applicable holder of such applicable shares of Company Class B Stock (at the address(es) set forth in the books and records of the Company in its capacity as transfer agent for the Company Class B Stock (or, in the event that it shall use a third party transfer agent, such transfer agent’s books and records)) and, in the event that such Third Party Conversion Triggering Event was an incidental error, such holder shall have ten (10) business days to correct such error and, in the
event of such correction to the reasonable satisfaction of the Company within such ten (10) business day period, such Third Party Conversion Triggering Event shall be deemed to have not occurred, provided that prior to time of such correction no Person other than Mr. Diller exercises any voting control over the applicable shares of Company Class B Stock.

(e) The Board of Directors of the Company, or a committee thereof consisting of non-employee directors (as such term is defined for purposes of Rule 16b-3 under the Exchange Act), shall, to the extent so provided by Rule 16b-3 under the Exchange Act, with respect to each exercise of the Purchase/Exchange Right or as may be otherwise requested by Mr. Diller, adopt resolutions to cause any acquisitions or deemed acquisitions by Mr. Diller from the Company or a Subsidiary of the Company Class B Stock pursuant to the terms of this Agreement and the Purchase/Exchange Right and any acquisitions or deemed dispositions to the Company or a Subsidiary of Company Common Stock pursuant to this Agreement and the Purchase/Exchange Right to be exempt under Rule 16b-3 under the Exchange Act. To the extent a waiver of Sections 2C and 3E of the Securities Trading Policy or an analogous provision in any other Company policy applicable to Mr. Diller would be required in connection with the financing of the acquisition of shares of Company Class B Stock pursuant to Section 3.01(b)(i) or the acquisition of shares of Company Common Stock by Mr. Diller to be exchanged pursuant to Section 3.01(b)(ii), in accordance with Section 3.01(d) and, to the extent that such waiver would not violate applicable Law or any other provision of the Securities Trading Policy or any similar Company policy (provided, that the Company agrees that it shall not modify the Securities Trading Policy or modify or adopt any similar Company policy, in each case in a manner that would result in any such waiver that would otherwise be permitted hereunder conflicting with such policy, except to the extent required to comply with any applicable Law), such waiver shall be granted by the Board of Directors of the Company solely with respect to such financing and shall not be rescinded by the Board of Directors of the Company or any committee thereof without Mr. Diller’s prior consent. Prior to the granting of such waiver, Mr. Diller shall deliver a written notice to the Company, which shall describe the transaction or series of transactions for which such waiver is requested.

Section 3.02. Identification of Shares. The Company in its capacity as transfer agent for the Company Class B Stock shall (or, in the event that it shall use a third party transfer agent, shall cause such transfer agent to) maintain appropriate books and records, whether by implementation of segregated accounts or other appropriate policies and procedures, with respect to the Original Shares and the Additional Shares in a manner that ensures that each such share is individually identifiable as an Original Share or an Additional Share, as the case may be.

Section 3.03. Change in Law. In the event that (a) a change in Law after the date hereof would result in the exercise of the Purchase/Exchange Right or the granting of any waiver contemplated by the penultimate sentence of Section 3.01(e) violating applicable Law or (b) the Company or Mr. Diller (x) becomes subject to an injunction or other order from or of a Governmental Authority of competent jurisdiction preventing or prohibiting the exercise of the Purchase/Exchange Right or the granting of any waiver contemplated by the penultimate sentence of Section 3.01(e), or (y) receives a formal written notification from such a Governmental Authority communicating a determination that such exercise or granting would violate applicable Law, then Mr. Diller shall not exercise the Purchase/Exchange Right or rely on such waiver, as applicable; provided, that, for the 120 days following such time as such
applicable Law becomes effective, such injunction or other order is issued or such notification is received, as the case may be, the Special Committee, or any other committee of the Board of Directors of the Company composed wholly of Independent Directors, on behalf of the Company, and the Stockholder shall cooperate in good faith and use reasonable best efforts, acting diligently, to revise this Agreement in a manner so as to eliminate any such conflict, injunction, order or violation while achieving, as closely as possible, the parties’ intentions as set forth herein. In the event Mr. Diller is prevented by this Section 3.03 from exercising the Purchase/Exchange Right or relying on a waiver contemplated by the penultimate sentence of Section 3.01(e), the Expiration Date (and, relatedly, the Purchase/Exchange Period) shall be extended by an amount of time equal to the lesser of (i) 120 days and (ii) any such period during which the Purchase/Exchange Right is not exercisable or such waiver may not be relied upon as a result of this Section 3.03; provided, that, notwithstanding the foregoing, in the case of clause (b) above, if the Company or Mr. Diller determines, in good faith (and upon the written advice of outside counsel that such course of action has reasonable basis), to seek relief from, or to pursue contesting or appealing, such applicable injunction, order or determination, the Expiration Date (and, relatedly, the Purchase/Exchange Period) shall be extended by an amount of time equal to the lesser of (x) one (1) year, (y) such period during which the Purchase/Exchange Right is not exercisable or such waiver may not be relied upon as a result of such injunction, order or determination and (z) such period of time during which the Company or Mr. Diller, as applicable, continues to pursue such relief, contest and/or appeal.

ARTICLE IV
CERTAIN RESTRICTIONS

Section 4.01. Certain Transactions.

(a) For so long as the Stockholder Beneficially Owns any shares of Covered Class B Stock, the Stockholder shall not, directly or indirectly, in any way participate in a Change of Control Transaction, unless such Change of Control Transaction provides for the same per share consideration (in type and amount) and mix of consideration (in type and amount), as the case may be, or (as applicable) the right to receive (or to elect to receive) the same consideration (in type and amount) and mix of consideration (in type and amount), in respect of shares of Company Common Stock and shares of Company Class B Stock that are subject to such Change of Control Transaction; provided, that, with respect to any such Change of Control Transaction involving less than 100% of the Company Common Shares, each holder of Company Common Shares (whether of Company Common Stock or Company Class B Stock) must have the same right to participate in such Change of Control Transaction, including with respect to the election to participate in such transaction (if any) on the same economic terms and to proportionate treatment (based on economic ownership) in the case of any cut-back mechanics or offer limitations (a Change of Control Transaction that does not meet the foregoing conditions, a “Disparate Transaction”); provided, that, notwithstanding the foregoing, a bona fide share exchange, merger, recapitalization or other business combination involving the Company and a Third Party in which (i) the stockholders of the Company, immediately prior to such transaction, continue to hold, immediately following such transaction, (and receive no consideration in the applicable transaction other than) shares of capital stock of the successor or resulting entity in substantially the same relative proportions and classes as their ownership of
the Company’s capital stock immediately prior to such transaction and the two-class capital structure and pro rata economics of the two classes of capital stock are substantially replicated, (ii) each Beneficial Owner of shares of Covered Class B Stock as of immediately prior to the effective time of such transaction enters into a written agreement with such successor or resulting entity providing for the application, following the effective time of such transaction, of terms and conditions substantially equivalent to this Article IV to the securities received in such transaction by such Person in respect of such shares of Covered Class B Stock and (iii) immediately following the effective time of such transaction, such successor or resulting entity has in effect a Certificate of Incorporation (or other equivalent organizational document) that in all material respects reflects, mutatis mutandis, the terms contemplated by Section 6.09(a), shall not be deemed a Disparate Transaction.

(b) For so long as the Stockholder Beneficially Owns any shares of Covered Class B Stock, the Stockholder shall not vote or tender (or cause to be voted or tendered) any Company Common Shares in favor of or pursuant to any Disparate Transaction, or enter into any agreement or arrangement with any Person agreeing to do any of the foregoing in respect of any Disparate Transaction.

(c) The provisions of this Section 4.01 shall be binding on any transferee of any Covered Class B Stock (so long as such shares remain high-vote shares).

Section 4.02. Mandatory Conversion of Additional Shares. Upon (a) such time as Mr. Diller becomes Disabled, (b) Mr. Diller’s death, (c) Mr. Diller no longer serving as (i) Senior Executive of the Company or any successor entity (it being understood that serving as Senior Executive shall include active involvement in an executive capacity in the business activities of the Company or such successor entity, such as in the manner Mr. Diller serves as of the date of this Agreement) or (ii) Chairman of the Board of Directors of the Company or any successor entity, provided in each case that if Mr. Diller is removed (other than for Cause), replaced or not nominated or elected (including as a result of the election or appointment of a successor) without Mr. Diller’s written consent (and provided that, if requested in writing by the Company at least five (5) business days prior to such removal, replacement or failure to be nominated, Mr. Diller has indicated in writing prior to such removal, replacement or failure to be nominated that he is willing to serve as Senior Executive or Chairman), such event shall not trigger this clause (c) and a Conversion Triggering Event shall not be deemed to have occurred or (d) the effectiveness of a Conversion Triggering Transfer (the first of the foregoing to occur, a “Conversion Triggering Event”), each holder of Additional Shares shall, and the Stockholder and each subsequent holder of any Additional Shares agrees that he, she or it (as the case may be) shall, be deemed to have irrevocably exercised its option pursuant to Section C(2) of Article IV of the Certificate of Incorporation of the Company (or any successor provision) to convert all such Additional Shares into shares of Company Common Stock (or such other securities into which such Additional Shares are then convertible) and, without any further action on the part of any such holder, upon such Conversion Triggering Event all outstanding Additional Shares shall be deemed to be so converted. The Company shall, as promptly as reasonably practicable following the occurrence of a Conversion Triggering Event, notify the holders of Additional Shares of the occurrence of such Conversion Triggering Event, and the Company and such holders shall cooperate and take all actions reasonably necessary in connection with the exchange of any certificates previously representing Additional Shares for certificates representing the shares of Company Common Stock.
Section 4.03. Transfer of Additional Shares

(a) It shall be a condition to any Transfer by the Stockholder (or any Permitted Transferee) of any Additional Shares Beneficially Owned by it (other than to a Permitted Transferee, so long as the such Person qualifies as Permitted Transferee (and at such time as such Person ceases to so qualify, such Additional Shares shall be deemed to be Transferred to such Person as a Third Party Transferee)) that the transferee deliver to Mr. Diller, prior to such Transfer, a proxy and power of attorney, in substantially the form attached as Schedule 5 to this Agreement (provided, that changes to provide that such proxy and power of attorney is irrevocable shall be permitted) or such other form and substance reasonably satisfactory to the Special Committee or any other committee of the Board of Directors of the Company composed wholly of Independent Directors, granting Mr. Diller sole voting control over any such Additional Shares received in such Transfer (regardless of whether such transferee has previously delivered such a proxy and power of attorney with respect to any other Additional Shares) prior to an Additional Conversion Triggering Event or Conversion Triggering Event (which may include Permitted Exceptions, but not the right to vote shares in any circumstance, which shall be retained by Mr. Diller). The grant of a proxy by Mr. Diller or any other Person to the Company or any officer of the Company for the sole purpose of voting shares of Company Class B Stock at any annual or special meeting of the stockholders of the Company (or with respect to any action by written consent to be taken by the stockholders of the Company) shall neither be deemed a Transfer of such shares or an Additional Conversion Event for any purpose under this Agreement nor shall Mr. Diller be deemed as a result of such proxy to not maintain “sole voting control” over such shares for all purposes herein. For the avoidance of doubt, nothing in this Agreement shall limit any right of Mr. Diller to nominate or vote for any individual, including individuals who may be representatives of an Applicable Third Party or of a transferee under Section 4.03 (as a director of the Company, subject to compliance with his fiduciary duties, and in considering any such nomination, the Board of Directors of the Company or applicable nominating and governance committee thereof shall act in good faith and without regard to the requirements hereunder with respect to Mr. Diller retaining voting control over the Covered Class B Stock. Any such nomination or act of voting shall not be deemed a Transfer of any Covered Class B Stock, a Third Party Conversion Triggering Event or an Additional Conversion Triggering Event, nor shall Mr. Diller be deemed as a result of any such actions to not maintain “sole voting control” over any Covered Class B Stock.

(b) Subject to the last two sentences of Section 4.03(a), if any such transferee of any Additional Shares (the “Applicable Additional Shares”) does not deliver to Mr. Diller a proxy and power of attorney with respect to the Applicable Additional Shares pursuant to the provisions of paragraph (a) above, or such proxy and power of attorney is revoked or otherwise no longer provides Mr. Diller sole voting control over the Applicable Additional Shares prior to the occurrence of an Additional Conversion Triggering Event or Conversion Triggering Event
(subject to the parenthetical in paragraph (a) above) (any of the foregoing, an “Additional Conversion Triggering Event”), then prior to any such Transfer (or upon such Additional Conversion Triggering Event), each holder of the Applicable Additional Shares shall, and the Stockholder and each subsequent holder of the Applicable Additional Shares agrees that he, she or it (as the case may be) shall, be deemed to have irrevocably exercised its option pursuant to Section C(2) of Article IV of the Certificate of Incorporation of the Company (or any successor provision) to convert the Applicable Additional Shares into shares of Company Common Stock (or such other securities into which such Additional Shares are then convertible) and, without any further action on the part of any such holder, prior to any such Transfer (or upon such Additional Conversion Triggering Event) the Applicable Additional Shares shall be deemed to be so converted. Notwithstanding the foregoing, if the Company determines that an Additional Conversion Triggering Event has occurred, the Company shall provide written notice thereof to the applicable holder of such applicable shares of Company Class B Stock (at the address(es) set forth in the books and records of the Company in its capacity as transfer agent for the Company Class B Stock (or, in the event that it shall use a third party transfer agent, such transfer agent’s books and records)) and, in the event that such Additional Conversion Triggering Event was an incidental error, such holder shall have ten (10) business days to correct such error and, in the event of such correction to the reasonable satisfaction of the Company within such ten (10) business day period, such Additional Conversion Triggering Event shall be deemed to have not occurred, provided that prior to time of such correction no Person other than Mr. Diller exercises any voting control over the applicable shares of Company Class B Stock.

Section 4.04. Joinder.

(a) It shall be a condition to any Transfer by the Stockholder (or any subsequent holder of shares of Covered Class B Stock) of any shares of Covered Class B Stock Beneficially Owned by it that the transferee deliver to the Company, prior to such Transfer, a written joinder, in substantially the form attached as Schedule 4 to this Agreement, agreeing to be bound in the case of any Transfer of Covered Class B Stock to a transferee that is not at such time subject to such Sections, by the obligations set forth in Section 1.01, this Article IV and Article VI (except Section 6.10).

(b) If the Family Foundation shall have acquired shares of Covered Class B Stock pursuant to the Liberty Expedia-Diller Exchange, Mr. Diller shall cause the Family Foundation to deliver to the Company, not more than ten (10) business days after the date on which the Combination Closing occurs, a written joinder agreeing to be bound by the obligations set forth in Section 1.01, this Article IV and Article VI (except Section 6.10).

Section 4.05. Legend. Each certificate (or book-entry share) evidencing Covered Class B Stock shall bear a restrictive legend substantially to the effect of the following (or appropriate comparable notations with respect to book-entry shares):

THE SECURITIES REPRESENTED BY THIS INSTRUMENT ARE SUBJECT TO RESTRICTIONS ON TRANSFER AND VOTING SET FORTH IN A SECOND AMENDED AND RESTATED GOVERNANCE AGREEMENT, DATED AS OF APRIL 15, 2019, BETWEEN EXPEDIA
ARTICLE V
DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

Section 5.01. “Additional Conversion Triggering Event” shall have the meaning set forth in Section 4.03(b).

Section 5.02. “Additional Shares” shall have the meaning set forth in Section 3.01(b).

Section 5.03. “Affiliate” shall have the meaning set forth in Rule 12b-2 under the Exchange Act (as in effect on the date of this Agreement). For purposes of this definition, except as expressly provided in this Agreement, (a) natural persons shall not be deemed to be Affiliates of each other, (b) none of Mr. Diller or any of his Affiliates shall be deemed to be an Affiliate of the Company or its Affiliates, (c) none of the Company or any of its Affiliates shall be deemed to be an Affiliate of Mr. Diller or his Affiliates and (d) the Company shall not be deemed to be an Affiliate of IAC/InterActiveCorp to the extent such relationship would otherwise be based on the common control of the Company and IAC InterActiveCorp by Mr. Diller.

Section 5.04. “Agreement” shall have the meaning set forth in the preamble to this Agreement.

Section 5.05. “Amendment Approval Meeting” shall have the meaning set forth in Section 6.09.

Section 5.06. “Amendment Proposal” shall have the meaning set forth in Section 6.09.

Section 5.07. “Applicable Additional Shares” shall have the meaning set forth in Section 4.03(b).

Section 5.08. “Applicable Third Parties” shall have the meaning set forth in Section 3.01(d).

Section 5.09. “Beneficial Ownership” or “Beneficially Own” shall have the meaning given such term in Rule 13d-3 under the Exchange Act and a Person’s Beneficial Ownership of Company Common Shares shall be calculated in accordance with the provisions of such Rule; provided, however, that no Person shall be deemed to Beneficially Own any Equity Securities with respect to which such Person does not have a pecuniary interest.

Section 5.10. “business day” shall mean any day other than a Saturday, a Sunday or any other day on which banks in New York, New York may, or are required to, remain closed.
Section 5.11. “Cause” shall mean (a) the conviction of, or pleading guilty to, any felony, or (b) the willful, continued and complete failure to attend to managing the business affairs of the Company, after written notice of such failure from the Board of Directors of the Company and reasonable opportunity to cure.

Section 5.12. “Change of Control Transaction” shall mean (a) any merger, tender or exchange offer, consolidation, amalgamation or similar transaction between the Company and another Person (other than a Subsidiary of the Company) pursuant to which the stockholders of the Company immediately prior to such merger, tender or exchange offer, consolidation, amalgamation or similar transaction would own, as of immediately after such transaction, less than fifty percent (50%) of the total economic or voting power of all outstanding Voting Securities of the Company (or resulting or surviving entity), or (b) any sale, lease or other disposition of all or substantially all of the assets of the Company to another Person (other than a Subsidiary of the Company), in each of the foregoing clauses (a) and (b), whether in any single transaction or series of related transactions, regardless of the amount of consideration.

Section 5.13. “Charitable Organization” shall mean an entity that is exempt from taxation under Section 501(c)(3) or Section 501(c)(4) of the United States Internal Revenue Code of 1986, as amended (or any successor provisions thereto) (whether a determination letter with respect to such successor’s exemption is issued before, at or after the relevant determination date), and further includes any successor entity of similar status.

Section 5.14. “Combination” shall have the meaning set forth in the recitals to this Agreement.

Section 5.15. “Combination Closing” shall mean the closing of the Combination pursuant to the Liberty Expedia Merger Agreement.

Section 5.16. “Commission” shall mean the Securities and Exchange Commission.

Section 5.17. “Company” shall have the meaning set forth in the preamble to this Agreement.

Section 5.18. “Company Class B Stock” shall mean class B common stock, $0.0001 par value per share, of the Company.


Section 5.20. “Company Common Stock” shall mean common stock, $0.0001 par value per share, of the Company.

Section 5.21. “Conversion Triggering Event” shall have the meaning set forth in Section 4.02.

Section 5.22. “Conversion Triggering Transfer” shall mean a Transfer by Mr. Diller and/or the Family Foundation of Original Shares to any Person other than a Permitted Transferee (so long as the such Person continues to qualify as Permitted Transferee (and at such time as
such Person ceases to so qualify, such Original Shares shall be deemed to be Transferred to such Person as a Third Party Transferee)) (except to the extent in connection with such Transfer the Original Shares subject to such Transfer are converted into shares of Company Common Stock (or such other securities of the Company into which such Original Shares are then convertible)) (an “Original Share Transfer”), which Original Shares, taken together (without duplication) with all Original Shares the subject of any prior Original Share Transfer, represent more than five percent (5%) of the total voting power of all outstanding Voting Securities of the Company at such time.

Section 5.23. “Covered Class B Stock” shall mean the Original Shares and the Additional Shares (but, for the avoidance of doubt, shall not include any shares of Company Common Stock (or other securities, as the case may be, unless such securities remain high-vote shares) into which any Original Shares or Additional Shares shall have been converted).

Section 5.24. “Demand Registration” shall have the meaning set forth in Section 6.07(b).

Section 5.25. “Disabled” shall mean the disability of Mr. Diller after the expiration of more than one hundred eighty (180) consecutive days after its commencement which is determined to be total and permanent by a physician selected by the Company and reasonably acceptable to Mr. Diller, his spouse or a personal representative designated by Mr. Diller; provided that Mr. Diller shall be deemed to be disabled only following the expiration of ninety (90) days following receipt of a written notice from the Company and such physician specifying that a disability has occurred if within such ninety (90)-day period he fails to return to managing the business affairs of the Company. Total disability shall mean mental or physical incapacity that prevents Mr. Diller from managing the business affairs of the Company.

Section 5.26. “Disparate Transaction” shall have the meaning set forth in Section 4.01(a).

Section 5.27. “Effective Time” shall have the meaning set forth in Section 6.15.

Section 5.28. “Equity Securities” shall mean the equity securities of the Company calculated on a Company Common Stock equivalent basis, including the Company Common Shares and those shares issuable upon exercise, conversion or redemption of other securities of the Company not otherwise included in this definition.


Section 5.30. “Existing Governance Agreement” shall have the meaning set forth in the recitals to this Agreement.

Section 5.31. “Exchange Agreement” shall have the meaning set forth in the recitals to this Agreement.

Section 5.32. “Expedia Group” shall have the meaning set forth in the preamble to this Agreement.
Section 5.33. “Expiration Date” shall have the meaning set forth in Section 5.54.

Section 5.34. “Fair Market Value” for a security publicly traded on a recognized exchange shall mean the average closing price during regular trading hours of such security (as reflected on Nasdaq.com) for the five (5) trading days immediately preceding the applicable day of measurement.

Section 5.35. “Family Entity” shall mean (a) those entities identified on Schedule 1 and (b) any general or limited partnership, corporation, limited liability company, trust or other legal entity that is wholly owned, directly or indirectly, by, or as to which the sole beneficiaries of any shares of capital stock of the Company held by such entity are, Mr. Diller and/or one or more of his Family Members (provided that any private foundation or Charitable Organization to which no person other than Mr. Diller and/or his Family Members is an investment advisor shall be permitted to be an additional beneficiary of shares of capital stock without violating such requirement).

Section 5.36. “Family Foundation” shall have the meaning set forth in the recitals to this Agreement.

Section 5.37. “Family Member” shall mean, with respect to Mr. Diller, the spouse of Mr. Diller or the lineal descendants of Mr. Diller and/or of his spouse or the respective parents, grandparents, siblings or lineal descendants of siblings of Mr. Diller or his spouse (including Diane von Furstenberg, Alexander von Furstenberg and Tatiana von Furstenberg). Lineal descendants shall include adopted persons.

Section 5.38. “Governance Instruments” shall have the meaning set forth in the Liberty Expedia Merger Agreement.

Section 5.39. “Governmental Authority” shall mean any supranational, national, federal, state, county, local or municipal government, or other political subdivision thereof, or any court, tribunal or arbitral body and any entity exercising executive, legislative, judicial, regulatory, taxing, administrative, prosecutorial or arbitral functions of or pertaining to government, domestic or foreign, including, for the avoidance of doubt, the Commission and any stock exchange.

Section 5.40. “Independent Directors” shall have the meaning set forth in Section 6.02(a).

Section 5.41. “Law” shall mean all foreign, federal, state, provincial, local or municipal laws, statutes, ordinances, regulations and rules of any Governmental Authority (including the rules and regulations of the Commission and applicable stock exchange rules), and all judgments, orders, writs, awards, preliminary or permanent injunctions or decrees of any Governmental Authority.

Section 5.42. “Liberty Expedia” shall have the meaning set forth in the recitals to this Agreement.
Section 5.43. “Liberty Expedia-Diller Exchange” shall have the meaning set forth in the recitals to this Agreement.

Section 5.44. “Liberty Expedia Merger Agreement” shall have the meaning set forth in the recitals to this Agreement.

Section 5.45. “Litigation” shall have the meaning set forth in Section 6.04.

Section 5.46. “Merger” shall have the meaning set forth in the recitals to this Agreement.

Section 5.47. “Merger LLC” shall have the meaning set forth in the recitals to this Agreement.

Section 5.48. “Merger Sub” shall have the meaning set forth in the recitals to this Agreement.

Section 5.49. “Original Share Transfer” shall have the meaning set forth in Section 5.22.

Section 5.50. “Original Shares” shall mean the shares of Company Class B Stock acquired by Mr. Diller (and, if the Family Foundation so elected, the Family Foundation) pursuant to the Liberty Expedia-Diller Exchange (subject to adjustment pursuant to Section 6.14). The number of such shares shall be reflected on Schedule 2 to this Agreement promptly following the Effective Time.

Section 5.51. “Permitted Exceptions” shall have the meaning set forth in Section 3.01(d).

Section 5.52. “Permitted Transferee” shall mean (a) Mr. Diller, any of his Family Members or the personal representatives of the estate of any of the aforementioned individuals (with respect to Covered Class B Stock, so long as Mr. Diller retains sole voting control (via proxy or otherwise) over the applicable shares of Covered Class B Stock) and (b) any Family Entity (in the case of this clause (b), so long as Mr. Diller alone maintains the ability to control the voting of the shares of Covered Class B Stock owned by such Family Entity, subject only to customary limitations and requirements to account for fiduciary or similar considerations required in connection with bona fide estate planning vehicles, so long as such limitations and requirements do not diminish in any substantive or material manner Mr. Diller’s sole effective control over the voting of such shares), including, for the avoidance of doubt, the Family Foundation.

Section 5.53. “Person” shall mean any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated organization, government or department or agency of a government.

Section 5.54. “Purchase/Exchange Period” shall mean the period from and after the Combination Closing until the close of business on the nine-month anniversary of the date on which the Combination Closing occurs, subject to extension pursuant to Section 3.03 (the “Expiration Date”); provided that such Expiration Date shall be extended to enable any exercises.
of the Purchase/Exchange Right (as shown by the delivery to the Company of a written notice of exercise of the Purchase/Exchange Right on or prior to such Expiration Date) effected by the Expiration Date which have not yet been consummated as of such Expiration Date to be consummated.

Section 5.55. “Purchase/Exchange Right” shall have the meaning set forth in Section 3.01(b).

Section 5.56. “Securities Act” shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

Section 5.57. “Securities Trading Policy” shall have the meaning set forth in Section 3.01(b).

Section 5.58. “Special Committee” shall have the meaning set forth in the recitals to this Agreement.

Section 5.59. “Stockholder” shall have the meaning set forth in the preamble to this Agreement.

Section 5.60. “Stockholder Approval” shall have the meaning set forth in Section 6.09.

Section 5.61. “Stockholder Group” shall mean (a) Mr. Diller and (b) those Permitted Transferees that from time to time hold Company Class B Stock subject to this Agreement.

Section 5.62. “Subsidiary” shall mean, as to any Person, any corporation or other Person at least a majority of the shares of stock or other ownership interests of which having general voting power under ordinary circumstances to elect a majority of the Board of Directors or similar governing body of such corporation or other entity (irrespective of whether or not at the time stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency) is, at the time as of which the determination is being made, owned by such Person, or one or more of its Subsidiaries or by such Person and one or more of its Subsidiaries.

Section 5.63. “Third Party” shall mean any Person who is not a Family Entity or an Affiliate of (a) the Company or (b) Mr. Diller, his Family Members and/or Family Entities.

Section 5.64. “Third Party Conversion Triggering Event” shall have the meaning set forth in Section 3.01(d).

Section 5.65. “Third Party Transferee” shall mean any Person to whom the Stockholder or a Permitted Transferee Transfers Company Common Shares, other than the Stockholder or a Permitted Transferee.

Section 5.66. “Total Equity Securities” at any time shall mean, subject to the next sentence, the total number of the Company’s outstanding equity securities calculated on a Company Common Stock equivalent basis. Any Equity Securities Beneficially Owned by a Person that are not outstanding Voting Securities but that, upon exercise, conversion or
Section 5.67. “Transfer” by any Person shall mean, directly or indirectly, to sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any Company Common Shares Beneficially Owned by such Person or any interest in any Company Common Shares Beneficially Owned by such Person; provided, however, that, a merger or consolidation in which the Company is a constituent corporation shall not be deemed to be the Transfer of any Company Common Shares Beneficially Owned by such Person (provided, that a significant purpose of any such transaction is not to avoid the provisions of this Agreement). For purposes of this Agreement, (a) the conversion of Company Class B Stock into Company Common Stock shall not be deemed to be a Transfer, (b) any Permitted Exception shall not be deemed to be a Transfer and (c) any financing arrangement or transaction contemplated by the penultimate sentence of Section 3.01(e) with respect to which Additional Shares are collateral shall not be deemed to be a Transfer of such Additional Shares until such time as such Additional Shares are foreclosed on (for the avoidance of doubt, any such foreclosure shall be deemed to be a Transfer of such Additional Shares).

Section 5.68. “Unexchanged Class B Share Number” shall mean, as of any time, the number of shares of Company Class B Stock, if any, held by Liberty Expedia or its Subsidiaries immediately prior to the Liberty Expedia-Diller Exchange and not exchanged pursuant to the Liberty Expedia-Diller Exchange (subject to adjustment pursuant to Section 6.14). Such number shall be reflected on Schedule 3 to this Agreement promptly following the Effective Time.

Section 5.69. “Upstream Merger” shall have the meaning set forth in the recitals to this Agreement.

Section 5.70. “Voting Securities” at any time shall mean the shares of any class of capital stock of the Company which are then entitled to vote generally in the election of directors.

ARTICLE VI

MISCELLANEOUS

Section 6.01. 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 (i) national overnight courier or (ii) hand delivery with receipt, in each case, for delivery by the second 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:

17
if to Mr. Diller, to:
c/o Arrow Finance, LLC  
555 West 18th Street  
New York, NY  10011  
Attention: Barry Diller  
Facsimile: Separately provided  
E-Mail: Separately provided

with a copy to:

Expedia Group, Inc.  
333 108th Avenue NE  
Bellevue, WA  98004  
Attention: Chief Legal Officer  
Email: bzielak@expedia.com  
Facsimile: (425) 679-7251

and

Wachtell, Lipton, Rosen & Katz  
51 West 52nd Street  
New York, NY  10019  
Attention: Andrew J. Nussbaum, Esq.  
Edward J. Lee, Esq.  
Email: AJNussbaum@wlrk.com  
EJLee@wlrk.com  
Facsimile: (212) 403-2000

if to the Company, to:

Expedia Group, Inc.  
333 108th Avenue NE  
Bellevue, WA  98004  
Attention: Chief Legal Officer

18
with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY  10019  
Attention: Robert B. Schumer, Esq.  
Steven J. Williams, Esq.  
Email: rschumer@paulweiss.com  
swilliams@paulweiss.com  
Facsimile:(212) 757-3990

and

Wachtell, Lipton, Rosen & Katz  
51 West 52nd Street  
New York, NY  10019  
Attention: Andrew J. Nussbaum, Esq.  
Edward J. Lee, Esq.  
Email: AJNussbaum@wlrk.com  
EJLee@wlrk.com  
Facsimile:(212) 403-2000

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

Section 6.02.  Amendments; No Waivers.

(a)  Subject to the last sentence of this paragraph (a), any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Mr. Diller and the Company, or in the case of a waiver, by Mr. Diller, if the waiver is to be effective against any member of the Stockholder Group, or the Company, if the waiver is to be effective against the Company.  Any amendment or waiver by the Company shall be authorized by a majority of the members of the Board of Directors who are (i) “independent directors” as defined by applicable stock exchange listing rules, (ii) independent of Mr. Diller and his Affiliates and (iii) not members of the management of the Company or any Person over which Mr. Diller exercises direct or indirect control (“Independent Directors”).  Following Mr. Diller’s death or at such time as Mr. Diller has become Disabled, any amendment or waiver hereunder on the part of any member(s) of the Stockholder Group shall be in writing and signed by members of the Stockholder Group owning in the aggregate a majority of the Covered Class B Stock then outstanding.

(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 Law.

Section 6.03. **Successors And Assigns.** Except as provided in Section 6.07(d), neither this Agreement nor any of the rights or obligations under this Agreement shall be assigned, in whole or in part, by any party without the prior written consent of the other party hereto. 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.

Section 6.04. **Governing Law; Consent To Jurisdiction.** 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 non-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 set forth in this Agreement 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.

Section 6.05. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 6.06. **Specific Performance.** The Company and Mr. Diller each acknowledge and agree 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, agree that, in the event of a breach or threatened breach by Mr. Diller or the Company of the provisions of this Agreement, in addition to any remedies at Law, the Company and Mr. Diller, respectively, 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 which may then be available.

Section 6.07. **Registration Rights.**

(a) Mr. Diller shall be entitled to customary registration rights relating to Company Common Stock owned by him as of the date hereof or acquired from the Company (including upon conversion of Company Class B Stock) in the future (including the ability to transfer registration rights as set forth in this Agreement in connection with the sale or other disposition of Company Common Shares).
(b) If requested by the Stockholder, the Company shall be required promptly to cause the Company Common Stock owned by the Stockholder or another member of the Stockholder Group to be registered under the Securities Act to permit the Stockholder or such member of the Stockholder Group to sell such shares in one (1) or more (but not more than three (3)) registered public offerings (each, a "Demand Registration"). The Stockholder shall also be entitled to customary piggyback registration rights. If the amount of shares sought to be registered by the Stockholder and the other members of the Stockholder Group pursuant to any Demand Registration is reduced by more than twenty-five percent (25%) pursuant to any underwriters' cutback, then the Stockholder may elect to request the Company to withdraw such registration, in which case, such registration shall not count as one of the Demand Registrations. If the Stockholder requests that any Demand Registration be an underwritten offering, then the Stockholder shall select the underwriter(s) to administer the offering, provided that such underwriter(s) shall be reasonably satisfactory to the Company. If a Demand Registration is an underwritten offering and the managing underwriter advises the Stockholder in writing that in its opinion the total number or dollar amount of securities proposed to be sold in such offering is such as to materially and adversely affect the success of such offering, then the Company will include in such registration, first, the securities of the Stockholder, and, thereafter, any securities to be sold for the account of others who are participating in such registration (as determined on a fair and equitable basis by the Company). In connection with any Demand Registration or inclusion of the Stockholder’s or another Stockholder Group member’s shares in a piggyback registration, the Company, the Stockholder and/or the other applicable members of the Stockholder Group shall enter into an agreement containing terms (including representations, covenants and indemnities by the Company and the Stockholder), and shall be subject to limitations, conditions, and blackout periods, customary for a secondary offering by a selling stockholder. The costs of the registration (other than underwriting discounts, fees and commissions) shall be paid by the Company. The Company shall not be required to register such shares if the Stockholder would be permitted to sell the Company Common Stock in the quantities proposed to be sold at such time in one transaction under Rule 144 of the Securities Act or under another comparable exemption therefrom.

(c) If the Company and the Stockholder cannot agree as to what constitutes customary terms within ten (10) days of the Stockholder’s request for registration (whether in a Demand Registration or a piggyback registration), then such determination shall be made by a law firm of national reputation mutually acceptable to the Company and the Stockholder.

(d) No Third Party Transferee shall have any rights or obligations under this Agreement, except as specifically provided for in this Agreement and except that (i) if such Third Party Transferee shall acquire Beneficial Ownership of more than five percent (5%) of the outstanding Total Equity Securities upon consummation of any Transfer or series of related Transfers from the Stockholder, to the extent the Stockholder has the right to Transfer a Demand Registration and assigns such right in connection with a Transfer, such Third Party Transferee shall have the right to initiate one (1) or more Demand Registrations pursuant to this Section 6.07 or any registration rights agreement that replaces or supersedes this Section 6.07 (and shall be entitled to such other rights that the Stockholder would have applicable to such Demand Registration) and (ii) if such Third Party Transferee shall acquire Beneficial Ownership of five percent (5%) or less of the outstanding Total Equity Securities but shall acquire Beneficial Ownership of Company Common Shares (or other equity securities of the Company)
with a Fair Market Value of at least $250,000,000 upon consummation of any Transfer or series of related Transfers from the Stockholder, to the extent the Stockholder has the right to Transfer a Demand Registration and assigns such right in connection with a Transfer, such Third Party Transferee shall have the right to initiate one (but not more than one) Demand Registration pursuant to this Section 6.07 or any registration rights agreement that replaces or supersedes this Section 6.07 (and shall be entitled to such other rights that the Stockholder would have applicable to such Demand Registration), provided that, in the case of this clause (ii), such Third Party Transferee may exercise such Demand Registration only in connection with a registered public offering of Company Common Stock having a Fair Market Value at least equal to $100,000,000, subject (in each of clauses (i) and (ii)) to the obligations of the Stockholder applicable to such demand (and the number of Demand Registrations to which the Stockholder is entitled under this Section 6.07 hereof shall be correspondingly decreased).

(e) This Section 6.07 shall survive any termination of this Agreement following the Effective Time until such time as (i) no Affiliate of the Company holds shares of Covered Class B Stock and (ii) each holder of shares of Covered Class B Stock would be permitted to sell its Company Common Shares (or such other securities into which any such shares of Covered Class B Stock are then convertible) pursuant to Rule 144 under the Securities Act, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such rule, without volume limitations or other restrictions on transfer thereunder.

Section 6.08. Termination. Notwithstanding anything to the contrary contained herein, this Agreement shall terminate automatically in the event of the termination of the Liberty Expedia Merger Agreement in accordance with its terms prior to the occurrence of the Combination Closing. Following the Combination Closing, (a) this Agreement shall terminate and be of no further force or effect with respect to any transferee (other than Mr. Diller) that no longer holds any Covered Class B Stock upon the written request to the Company of any such transferee and (b) this Agreement shall terminate and be of no further force or effect at such time as no Person (other than the Company or any of its Subsidiaries) holds shares of Covered Class B Stock.

Section 6.09. Stockholder Approval; Certificate of Incorporation Amendment.

(a) The Company shall take, in accordance with applicable Law and the Company’s Certificate of Incorporation and By-laws, all action necessary to submit for approval by the requisite vote of the stockholders of the Company (such approval, the “Stockholder Approval”) a proposal to amend the Company’s Certificate of Incorporation to reflect, mutatis mutandis, the terms set forth in Article IV (such proposal, the “Amendment Proposal”) at the next annual meeting of the stockholders of the Company following the Effective Time as to which a preliminary proxy statement has not yet been filed with the Commission as of the Effective Time (the “Amendment Approval Meeting”). Such Amendment Proposal shall be reasonably satisfactory to the Stockholder and the Special Committee, in each case acting in good faith. Without limiting the foregoing, such Amendment Proposal shall require the approval of a committee of Independent Directors in order to amend or repeal the provisions implemented thereby.
(b) The Stockholder agrees that at the Amendment Approval Meeting (including each postponement, recess, adjournment or continuation thereof), the Stockholder shall, and shall cause each other member of the Stockholder Group to, (i) appear at the Amendment Approval Meeting or otherwise cause all of the Common Shares and all other voting securities over which such holder has acquired beneficial ownership after the date hereof or otherwise the power to vote or direct the voting of, as of the applicable record date, to be counted as present thereat for purposes of calculating a quorum, and (ii) vote or cause to be voted (including by proxy or written consent, if applicable) all such shares (A) in favor of the approval of the Amendment Proposal and (B) in favor of any proposal to adjourn or postpone such meeting of the Company’s stockholders to a later date if there are not sufficient votes to approve the Amendment Proposal. The Stockholder represents, covenants and agrees that, (x) except for this Agreement and the Governance Instruments (which such applicable Governance Instruments will terminate at the Combination Closing), he has not entered into, and shall not enter into any voting agreement or voting trust with respect to any shares to be voted at the Amendment Approval Meeting and (y) except as expressly set forth herein and in the Governance Instruments, he has not granted a proxy, consent or power of attorney with respect to any shares to be voted at the Amendment Approval Meeting. The Stockholder agrees not to enter into any agreement or commitment with any person the effect of which would be inconsistent with or otherwise violate the provisions and agreements set forth in this Section 6.09. In furtherance and not in limitation of the foregoing, until the completion of the Amendment Approval Meeting (including each postponement, recess, adjournment or continuation thereof), the Stockholder hereby appoints Robert J. Dzielak (or, if Mr. Dzielak ceases to be the Chief Legal Officer of the Company, the Person holding such position at such time) and any designee thereof, and each of them individually, its proxy and attorney-in-fact, with full power of substitution and resubstitution, to vote or act by written consent with respect to any and all of the Stockholder’s shares in accordance with this Section 6.09. This proxy and power of attorney are given to secure the performance of the duties of the Stockholder under this Section 6.09. The Stockholder hereby agrees that this proxy and power of attorney granted by the Stockholder shall be irrevocable until the completion of the Amendment Approval Meeting (including each postponement, recess, adjournment or continuation thereof), shall be deemed to be coupled with an interest sufficient under applicable Law to support an irrevocable proxy and shall revoke any and all prior proxies granted by the Stockholder with respect to any shares regarding the matters set forth in this Section 6.09. The power of attorney granted by the Stockholder herein is a durable power of attorney and shall survive the bankruptcy, death or incapacity of the Stockholder.

(c) Upon the recommendation by the Special Committee, the Board of Directors shall recommend that the Company’s stockholders vote in favor of the Amendment Proposal, provided that any director of the Company shall have the right to recuse himself or herself from, and otherwise not participate in, any deliberations, decisions or recommendations of the Board of Directors concerning the Amendment Proposal.

Section 6.10. Merger Condition. The Company hereby agrees, effective as of the date hereof, that it shall not directly or indirectly amend, modify or waive in any respect the condition set forth in Section 6.2(e) of the Liberty Expedia Merger Agreement.
Section 6.11. **Acknowledgment of Rights.** Mr. Diller acknowledges and agrees that the rights contemplated hereby and by the Exchange Agreement are deemed to be in recognition and in lieu of Mr. Diller’s rights under the Existing Governance Agreement and the Amended and Restated Stockholders Agreement by and between Qurate Retail, Inc. and Mr. Diller, dated as of December 20, 2011, as assigned to Liberty Expedia pursuant to the Assignment and Assumption of Stockholders Agreement, dated as of November 4, 2016, by and among Liberty Expedia, LEXE Marginco, LLC, LEXEB, LLC, Qurate Retail, Inc. and Mr. Diller, and as amended by Amendment No. 1 to Stockholders Agreement, dated as of November 4, 2016, by and between Liberty Expedia and Mr. Diller.

Section 6.12. **Indemnification.** Mr. Diller acknowledges that the assumption of obligations effected by the Transaction Agreement Joinder (as such term is defined in the Liberty Expedia Merger Agreement) shall not entitle Mr. Diller to any indemnification rights from the Company in connection with the transactions contemplated by the Liberty Expedia Merger Agreement (including the transactions contemplated hereby). For the avoidance of doubt, the Company and Mr. Diller acknowledge that the immediately preceding sentence shall not in any manner limit any other rights to indemnification to which Mr. Diller may be entitled, related to such transactions or otherwise.

Section 6.13. **Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction 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, provided that the parties hereto shall negotiate in good faith to attempt to place the parties in the same position as they would have been in had such provision not been held to be invalid, void or unenforceable.

Section 6.14. **Adjustment of Share Numbers and Prices.** If, after the date of this Agreement, there is a subdivision, split, stock dividend, combination, reclassification or similar event with respect to any of the shares of capital stock referred to in this Agreement, then, in any such event, the numbers and types of shares of such capital stock referred to in this Agreement, then, in any such event, the numbers and types of shares of such capital stock referred to in this Agreement (including, for the avoidance of doubt, the one-for-one exchange ratio contemplated by Section 3.01(b)(ii)) and, if applicable, the prices of such shares, shall be equitably adjusted to the number and types of shares of such capital stock that a holder of such number of shares of such capital stock would own or be entitled to receive as a result of such event if such holder had held such number of shares immediately prior to the record date for, or effectiveness of, such event, and the prices for such shares shall be similarly equitably adjusted.

Section 6.15. **Effective Time.** This Agreement (other than Section 6.10, which shall be effective as of the date hereof) shall be effective only as of and after the occurrence of the Combination Closing and only if the Existing Governance Agreement shall not have terminated as to Mr. Diller prior to or at such Combination Closing (the time this Agreement becomes effective, the "Effective Time").

Section 6.16. ** Entire Agreement.** Except as otherwise expressly set forth herein, this Agreement embodies the complete agreement and understanding between the parties hereto with respect to the subject matter hereof and thereof and supersedes and preempt any prior understandings, agreements or representations by or between the parties, written or oral, that may
have related to the subject matter hereof in any way. Effective as of the Effective Time, the Existing Governance Agreement shall terminate and shall be superseded by this Agreement.

Section 6.17. Interpretation. References in this Agreement to Articles and Sections shall be deemed to be references to Articles and Sections of this Agreement, unless the context shall otherwise require. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “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 such agreement or instrument.

Section 6.18. Headings. The titles of Articles and Sections of this Agreement are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Second Amended and Restated Governance Agreement to be duly executed as of the day and year first above written.

EXPEDIA GROUP, INC.
By
Name: Mark. D. Okerstrom
Title: President and Chief Executive Officer

Barry Diller

[Signature Page to Second Amended and Restated Governance Agreement]
SCHEDULE 1

Family Entities

- The Arrow 1999 Trust, dated September 16, 1999, as amended
- The Diller Foundation d/b/a The Diller – von Furstenberg Family Foundation
<table>
<thead>
<tr>
<th>Number of Original Shares</th>
</tr>
</thead>
</table>

SCHEDULE 2
This Joinder Agreement (this “Joinder Agreement”) is made as of the date written below by the undersigned (the “Joining Party”) in accordance with the Second Amended and Restated Governance Agreement, dated as of April 15, 2019 (the “New Governance Agreement”), by and among Expedia Group, Inc., a Delaware corporation, and Barry Diller, as the same may be amended from time to time. Capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the New Governance Agreement.

The Joining Party hereby acknowledges, agrees and confirms that, by its execution of this Joinder Agreement, the Joining Party shall be deemed to be a party to the New Governance Agreement, effective commencing on the date hereof and as a condition to the undersigned becoming a Beneficial Owner of shares of Covered Class B Stock, for the limited purposes of Section 1.01, Article IV and Article VI (except Section 6.10) of the New Governance Agreement, and shall have all of the rights and obligations of the Stockholder under, and agrees to be bound by all of the terms, provisions and conditions contained in, the aforementioned Sections as if it had executed the New Governance Agreement.

Article VI, with the exception of Sections 6.07 and 6.10, of the New Governance Agreement is hereby incorporated by reference, mutatis mutandis.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of the date written below.

Date: ______________, _____

[NAME OF JOINING PARTY]

By:

Name:
Title:
Address for Notices:
The undersigned stockholder of Expedia Group, Inc., a Delaware corporation (the “Company”), hereby appoints and constitutes Barry Diller the attorney and proxy of the undersigned, with full power of substitution and resubstitution, with respect to the undersigned’s right to vote (whether at any meeting of the stockholders of the Company or pursuant to any action by written consent) each of the outstanding shares of class B common stock, $0.0001 par value per share, of the Company (“Class B Common Stock”) owned of record by the undersigned as of the date of this proxy set forth below (the “Shares”). Upon the execution hereof, all prior proxies given by the undersigned with respect to any of the Shares are hereby revoked, and the undersigned agrees that (1) no subsequent proxies will be given with respect to any of the Shares and (2) the undersigned shall not vote any of the Shares (whether at any meeting of the stockholders of the Company or pursuant to any action by written consent), in each case so long as this proxy is in effect.

The attorney and proxy named above will be empowered, and may exercise this proxy, to vote the Shares at any time at any meeting of the stockholders of the Company, however called, or in connection with any solicitation of written consents from stockholders of the Company, on any matters as to which such Shares are entitled to vote.

This proxy shall be binding upon the heirs, estate, executors, personal representatives, successors and assigns of the undersigned (including any transferee of any of the Shares).

The undersigned hereby agrees that, at such time as this proxy is revoked or otherwise no longer provides the attorney and proxy named above with sole voting control over the Shares, the undersigned shall be deemed to have irrevocably exercised his or her option pursuant Section C(2) of Article IV of the Certificate of Incorporation of the Company (or any successor provision) to convert such Shares into shares of common stock, $0.0001 par value per share, of the Company (or such other securities into which such Shares are then convertible) and, without any further action on the part of the undersigned, such Shares shall be deemed to be so converted.

If any provision of this proxy or any part of any such provision is held under any circumstances to be invalid or unenforceable in any jurisdiction, then this proxy shall be deemed to be revoked.

This proxy shall terminate upon the written notice of the undersigned to the attorney and proxy named above.

Dated: ___________

Name: _______________________
Address for Notices: _______________________

__________________________
[Signature]
Name: _______________________
Address for Notices: _______________________

__________________________
[Signature]
Number of shares of Class B Common Stock owned of record as of the date of this proxy as to which this proxy will apply:
SECOND AMENDED AND RESTATED
GOVERNANCE AGREEMENT

between

EXPEDIA GROUP, INC.

and

BARRY DILLER

Dated as of April 15, 2019
TABLE OF CONTENTS

Article I

NOTICE OF TRANSFER OF COMPANY CLASS B STOCK

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01</td>
<td>Notice of Transfer of Company Class B Stock</td>
<td>2</td>
</tr>
</tbody>
</table>

Article II

REPRESENTATIONS AND WARRANTIES

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.01</td>
<td>Representations and Warranties of the Company</td>
<td>2</td>
</tr>
<tr>
<td>2.02</td>
<td>Representations and Warranties of the Stockholder</td>
<td>3</td>
</tr>
</tbody>
</table>

Article III

PURCHASE/EXCHANGE RIGHT

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.01</td>
<td>Purchase/Exchange Right</td>
<td>4</td>
</tr>
<tr>
<td>3.02</td>
<td>Identification of Shares</td>
<td>6</td>
</tr>
<tr>
<td>3.03</td>
<td>Change in Law</td>
<td>6</td>
</tr>
</tbody>
</table>

Article IV

CERTAIN RESTRICTIONS

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.01</td>
<td>Certain Transactions</td>
<td>7</td>
</tr>
<tr>
<td>4.02</td>
<td>Mandatory Conversion of Additional Shares</td>
<td>8</td>
</tr>
<tr>
<td>4.03</td>
<td>Transfer of Additional Shares</td>
<td>9</td>
</tr>
<tr>
<td>4.04</td>
<td>Joinder</td>
<td>10</td>
</tr>
<tr>
<td>4.05</td>
<td>Legend</td>
<td>10</td>
</tr>
</tbody>
</table>

Article V

DEFINITIONS

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.01</td>
<td>“Additional Conversion Triggering Event”</td>
<td>11</td>
</tr>
<tr>
<td>5.02</td>
<td>“Additional Shares”</td>
<td>11</td>
</tr>
<tr>
<td>5.03</td>
<td>“Affiliate”</td>
<td>11</td>
</tr>
<tr>
<td>5.04</td>
<td>“Agreement”</td>
<td>11</td>
</tr>
<tr>
<td>5.05</td>
<td>“Amendment Approval Meeting”</td>
<td>11</td>
</tr>
<tr>
<td>5.06</td>
<td>“Amendment Proposal”</td>
<td>11</td>
</tr>
<tr>
<td>5.07</td>
<td>“Applicable Additional Shares”</td>
<td>11</td>
</tr>
<tr>
<td>5.08</td>
<td>“Applicable Third Parties”</td>
<td>11</td>
</tr>
<tr>
<td>5.09</td>
<td>“Beneficial Ownership” or “Beneficially Own”</td>
<td>11</td>
</tr>
</tbody>
</table>
ARTICLE VI

MISCELLANEOUS

Section 6.01. Notices 17
Section 6.02. Amendments; No Waivers 19
Section 6.03. Successors And Assigns 20
Section 6.04. Governing Law; Consent To Jurisdiction 20
Section 6.05. Counterparts 20
Section 6.06. Specific Performance 20
Section 6.07. Registration Rights 20
Section 6.08. Termination 22
Section 6.09. Stockholder Approval; Certificate of Incorporation Amendment 22
Section 6.10. Merger Condition 23
Section 6.11. Acknowledgment of Rights 24
Section 6.12. Indemnification 24
Section 6.13. Severability 24
Section 6.14. Adjustment of Share Numbers and Prices 24
Section 6.15. Effective Time 24
Section 6.16. Entire Agreement 24
Section 6.17. Interpretation 25
Section 6.18. Headings 25
Second Amended and Restated Governance Agreement

Second Amended and Restated Governance Agreement, dated as of April 15, 2019 (this "Agreement"), between Expedia Group, Inc., a Delaware corporation ("Expedia Group," or the "Company"), and Mr. Barry Diller ("Mr. Diller" or the "Stockholder").

WHEREAS, Mr. Diller, the Company and Liberty Expedia Holdings, Inc., a Delaware corporation ("Liberty Expedia"), are parties to the Amended and Restated Governance Agreement, dated as of December 20, 2011, as assigned by Qurate Retail, Inc., a Delaware corporation, to Liberty Expedia as of November 4, 2016 (the "Existing Governance Agreement");

WHEREAS, simultaneously with the execution of this Agreement, the Company, Liberty Expedia, LEMS I LLC, a single member Delaware limited liability company and wholly owned subsidiary of the Company ("Merger LLC"), and LEMS II Inc., a Delaware corporation and wholly owned subsidiary of Merger LLC ("Merger Sub"), are entering into the Agreement and Plan of Merger, dated the date hereof (as amended pursuant to its terms, the "Liberty Expedia Merger Agreement"), pursuant to which, upon the terms and subject to the conditions set forth therein (i) Merger Sub will merge with and into Liberty Expedia (the "Merger"), with Liberty Expedia surviving the Merger, and (ii) immediately following the Merger, Liberty Expedia, as the surviving corporation in the Merger and a wholly owned subsidiary of Merger LLC, will merge with and into Merger LLC (the "Upstream Merger", and together with the Merger, the "Combination"), with Merger LLC surviving the Upstream Merger;

WHEREAS, Mr. Diller, The Diller Foundation d/b/a The Diller – von Furstenberg Family Foundation (the "Family Foundation"), Liberty Expedia and the Company simultaneously with the execution of this Agreement are entering into an Exchange Agreement (the "Exchange Agreement"), providing for, among other things, upon the terms and subject to the conditions set forth therein, the exchange (the "Liberty Expedia-Diller Exchange") of (x) 5,523,452 shares of Company Common Stock plus (y) the number of shares of Company Common Stock acquired by Mr. Diller prior to the closing of the Liberty Expedia-Diller Exchange pursuant to the exercise of up to 537,500 vested options to purchase shares of Company Common Stock held by Mr. Diller as of the date of this Agreement, with the number of shares delivered to Mr. Diller upon exercise of such options reduced by the number of shares withheld by the Company to satisfy the aggregate exercise price (or on an "as if" basis in the event Mr. Diller elects to pay the exercise price in cash), for shares of Company Class B Stock held by Liberty Expedia or its Subsidiaries, in each case on a one-for-one basis;

WHEREAS, Mr. Diller and Liberty Expedia simultaneously with the execution of this Agreement are entering into a Governance Agreement Termination Agreement providing for, among other things, upon the terms and subject to the conditions set forth therein, the termination at the Combination Closing of the Existing Governance Agreement, whereupon the Existing Governance Agreement shall cease to be of any further force and effect;

WHEREAS, the Company and Mr. Diller have agreed to enter into this Agreement, effective at the Combination Closing (other than Section 6.10, which shall be effective
immediately upon the execution of this Agreement), to establish in this Agreement certain provisions concerning Mr. Diller’s relationship with the Company; and

WHEREAS, the Board of Directors of the Company and a Special Committee of the Board of Directors of the Company (the “Special Committee”), which was established in connection with the Company’s consideration of the transactions contemplated by the Liberty Expedia Merger Agreement and which is composed wholly of non-employee directors (as such term is defined for purposes of Rule 16b-3 under the Exchange Act), have approved the transactions contemplated hereby for purposes of exempting dispositions or deemed dispositions by Mr. Diller to the Company or a Subsidiary of the Company of shares of Company Common Stock and acquisitions or deemed acquisitions by Mr. Diller from the Company or a Subsidiary of the Company of shares of Company Class B Stock, in each case, pursuant to the Purchase/Exchange Right, from Section 16(b) of the Exchange Act.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the Company and Mr. Diller hereby agree as follows:

ARTICLE I
NOTICE OF TRANSFER OF COMPANY CLASS B STOCK

Section 1.01. Notice of Transfer of Company Class B Stock. Prior to effecting any Transfer of Company Class B Stock, the Stockholder shall deliver written notice to the Company, which shall deliver such notice to the Board of Directors of the Company, which notice shall specify (a) the Person to whom the Stockholder proposes to make such Transfer and (b) the number or amount of the shares of Company Class B Stock to be Transferred, including the number or amount of such shares of Company Class B Stock that are (i) Original Shares and/or (ii) Additional Shares.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of the Company. The Company represents and warrants to the Stockholder that: (a) the Company is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and has the corporate power and authority to enter into this Agreement and to carry out its obligations hereunder; (b) the execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement or any of the transactions contemplated hereby; (c) this Agreement has been duly executed and delivered by the Company and constitutes a valid and binding obligation of the Company, and, assuming this Agreement constitutes a valid and binding obligation of the Stockholder, is enforceable against the Company in accordance with its terms; (d) none of the execution, delivery and performance of this Agreement by the Company constitutes a breach or violation of or conflicts with the
Company’s Certificate of Incorporation or By-laws or any material agreement to which the Company is a party; (e) none of such material agreements would impair in any material respect the ability of the Company to perform its obligations hereunder; and (f) (i) the shares of Company Class B Stock (or such other securities of the Company into which such shares are then convertible) deliverable pursuant to the Purchase/Exchange Right upon delivery will be duly authorized, validly issued, fully paid and nonassessable and not subject to, or issued in violation of, any purchase option, redemption, call option, right of first refusal, preemptive right, subscription right or any similar right in any such case granted by, or exercisable for the benefit of, the Company (other than any such restrictions or rights under this Agreement or implemented in the certificate of incorporation of the Company as contemplated hereby or applicable state and federal securities Laws) and (ii) in the event the shares of Company Common Stock (or such other securities of the Company into which the shares of Company Class B Stock deliverable pursuant to the Purchase/Exchange Right are then convertible) are then listed on a national securities exchange, the Company will use its reasonable best efforts to cause the shares of Company Common Stock (or such other securities) into which such shares of Company Class B Stock are convertible to be approved for listing on such national securities exchange upon delivery.

Section 2.02. Representations and Warranties of the Stockholder. The Stockholder represents and warrants to the Company that: (a) he has the power and authority to enter into this Agreement and to carry out his obligations hereunder; (b) the execution and delivery of this Agreement by the Stockholder and the consummation by the Stockholder of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Stockholder and no other proceedings on the part of the Stockholder are necessary to authorize this Agreement or any of the transactions contemplated hereby; (c) this Agreement has been duly executed and delivered by the Stockholder and constitutes a valid and binding obligation of the Stockholder, and, assuming this Agreement constitutes a valid and binding obligation of the Company, is enforceable against the Stockholder in accordance with its terms; (d) none of the execution, delivery and performance of this Agreement by the Stockholder constitutes a breach or violation of or conflicts with any material agreement to which the Stockholder is a party; (e) none of such material agreements would impair in any material respect the ability of the Stockholder to perform his obligations hereunder; and (f) assuming a Company Common Stock share price of $125.45 (the closing price of Company Common Stock on April 15, 2019), the number of shares of Company Common Stock acquired by Mr. Diller prior to the closing of the Liberty Expedia-Diller Exchange pursuant to the exercise of up to 537,500 vested options to purchase shares of Company Common Stock held by Mr. Diller as of the date of this Agreement (with the number of shares delivered to Mr. Diller upon exercise of such options reduced by the number of shares withheld by the Company to satisfy the aggregate exercise price) and permitted to be exchanged pursuant to the Liberty Expedia-Diller Exchange would not exceed 147,348 shares of Company Common Stock.
ARTICLE III

PURCHASE/EXCHANGE RIGHT

Section 3.01. Purchase/Exchange Right

(a) The Company shall at all times from and after the Combination Closing through the end of the Purchase/Exchange Period cause Liberty Expedia or another direct or indirect wholly owned Subsidiary of the Company to hold, or the Company shall reserve and keep available in its treasury, the full number of shares of Company Class B Stock potentially subject from time to time to the Purchase/Exchange Right.

(b) The Company hereby irrevocably agrees that Mr. Diller shall have the right (the "Purchase/Exchange Right"), exercisable at any time and from time to time during the Purchase/Exchange Period, to:

(i) purchase from the Company (or the applicable wholly owned subsidiary of the Company) up to a number of shares of Company Class B Stock equal to the Unexchanged Class B Share Number, at a price per share of Company Class B Stock equal to the Fair Market Value of a share of Company Common Stock at the time of notice of exercise by Mr. Diller pursuant to Section 3.01(c); or

(ii) exchange with the Company (or the applicable wholly owned subsidiary of the Company) an equivalent number of shares of Company Common Stock for a number of shares of Company Class B Stock, up to a number of shares of Company Class B Stock equal to the Unexchanged Class B Share Number.

The Purchase/Exchange Right may be exercised from time to time, in whole or in part, at Mr. Diller’s option, pursuant to the foregoing clause (i) and/or clause (ii) (the shares of Company Class B Stock acquired by Mr. Diller pursuant to the Purchase/Exchange Right (subject to adjustment pursuant to Section 6.14), collectively, the "Additional Shares"). Notwithstanding the foregoing, and subject to Section 3.01(e), the Purchase/Exchange Right may only be exercised in compliance with the terms of this Agreement and the Company’s Securities Trading Policy as in effect from time to time (the “Securities Trading Policy”) or any similar Company policy; provided, that the Company agrees that it shall not modify the Securities Trading Policy or modify or adopt any similar Company policy, in each case in a manner that would result in an exercise of the Purchase/Exchange Right that would otherwise be permitted hereunder conflicting with such policy.

(c) The Purchase/Exchange Right shall be exercised by Mr. Diller delivering written notice to the Company, which notice shall set forth (i) the number of shares of Company Class B Stock Mr. Diller shall acquire and (ii) the nature of the consideration to be paid (whether cash representing the Fair Market Value of the shares of Company Class B Stock to be acquired, shares of the Company Common Stock, or a combination thereof). The closing of any such acquisition shall occur as promptly as reasonably practicable following the Company’s receipt of
notice, and in any event not more than five (5) business days thereafter, unless the parties agree otherwise, provided that such time period shall be extended to the extent any regulatory approvals, consents or notices are required to be obtained or made or pending compliance with any other legal requirements (including applicable stock exchange rules). The Company and Mr. Diller shall cooperate in connection with obtaining any such approvals or consents, making such notices or complying with such requirements, as applicable.

(d) The Purchase/Exchange Right may be exercised by Mr. Diller directly or together with other third parties (the “Applicable Third Parties”), provided that such third parties deliver to Mr. Diller, at or prior to the closing of the exercise of the Purchase/Exchange Right, a proxy and power of attorney, in substantially the form attached as Schedule 5 to this Agreement (provided, that changes to provide that such proxy and power of attorney are irrevocable shall be permitted) or such other form and substance reasonably satisfactory to the Special Committee or any other committee of the Board of Directors of the Company composed wholly of Independent Directors, granting Mr. Diller sole voting control prior to a Third Party Conversion Triggering Event or Conversion Triggering Event (which may include exceptions or alternative arrangements reasonably necessary or customary in connection with a bona fide financing, subject to consent by the Special Committee or any other committee of the Board of Directors of the Company composed wholly of Independent Directors, which consent shall not to be unreasonably withheld (“Permitted Exceptions”), but not the right to vote shares in any circumstance, which shall be retained by Mr. Diller) over any such Company Class B Stock received in such purchase or exchange and such Applicable Third Parties deliver to the Company, at or prior to the closing of the applicable exercise of the Purchase/Exchange Right, a written joinder agreeing to be bound with respect to such shares of Company Class B Stock by the obligations set forth in this Section 3.01(d), Article IV and Article VI (except Section 6.10). Subject to the last two sentences of Section 4.03(a), if any such Applicable Third Parties do not deliver to Mr. Diller such a proxy and power of attorney with respect to the applicable shares of Company Class B Stock received in such purchase or exchange pursuant to this Section 3.01(d), or such proxy and power of attorney is revoked or otherwise no longer provides Mr. Diller sole voting control over such applicable shares of Company Class B Stock prior to the occurrence of a Third Party Conversion Triggering Event or Conversion Triggering Event (subject to the parenthetical in the immediately preceding sentence) (each of the foregoing, a “Third Party Conversion Triggering Event”), then each holder of such applicable shares of Company Class B Stock shall, and the Stockholder and each subsequent holder of such applicable shares of Company Class B Stock agrees that he, she or it (as the case may be) shall, be deemed to have irrevocably exercised its option pursuant to Section C(2) of Article IV of the Certificate of Incorporation of the Company (or any successor provision) to convert such applicable shares of Company Class B Stock into shares of Company Common Stock (or such other securities into which such Additional Shares are then convertible) and, without any further action on the part of any such holder, such applicable shares of Company Class B Stock shall be deemed to be so converted. Notwithstanding the foregoing, if the Company determines that a Third Party Conversion Triggering Event has occurred, the Company shall provide written notice thereof to the applicable holder of such applicable shares of Company Class B Stock (at the address(es) set forth in the books and records of the Company in its capacity as transfer agent for the Company Class B Stock (or, in the event that it shall use a third party transfer agent, such transfer agent’s books and records)) and, in the event that such Third Party Conversion Triggering Event was an incidental error, such holder shall have ten (10) business days to correct such error and, in the
event of such correction to the reasonable satisfaction of the Company within such ten (10) business day period, such Third Party Conversion Triggering Event shall be deemed to have not occurred, provided that prior to time of such correction no Person other than Mr. Diller exercises any voting control over the applicable shares of Company Class B Stock.

(e) The Board of Directors of the Company, or a committee thereof consisting of non-employee directors (as such term is defined for purposes of Rule 16b-3 under the Exchange Act), shall, to the extent so provided by Rule 16b-3 under the Exchange Act, with respect to each exercise of the Purchase/Exchange Right or as may be otherwise requested by Mr. Diller, adopt resolutions to cause any acquisitions or deemed acquisitions by Mr. Diller from the Company or a Subsidiary of the Company Class B Stock pursuant to the terms of this Agreement and the Purchase/Exchange Right and any dispositions or deemed dispositions to the Company or a Subsidiary of Company Common Stock pursuant to this Agreement and the Purchase/Exchange Right to be exempt under Rule 16b-3 under the Exchange Act. To the extent a waiver of Sections 2C and 3E of the Securities Trading Policy or an analogous provision in any other Company policy applicable to Mr. Diller would be required in connection with the financing of the acquisition of shares of Company Class B Stock pursuant to Section 3.01(b)(i) or the acquisition of shares of Company Common Stock by Mr. Diller to be exchanged pursuant to Section 3.01(b)(ii), in accordance with Section 3.01(d) and, to the extent that such waiver would not violate applicable Law or any other provision of the Securities Trading Policy or any similar Company policy (provided, that the Company agrees that it shall not modify the Securities Trading Policy or modify or adopt any similar Company policy, in each case in a manner that would result in any such waiver that would otherwise be permitted hereunder conflicting with such policy, except to the extent required to comply with any applicable Law), such waiver shall be granted by the Board of Directors of the Company solely with respect to such financing and shall not be rescinded by the Board of Directors of the Company or any committee thereof without Mr. Diller’s prior consent. Prior to the granting of such waiver, Mr. Diller shall deliver a written notice to the Company, which shall describe the transaction or series of transactions for which such waiver is requested.

Section 3.02. Identification of Shares. The Company in its capacity as transfer agent for the Company Class B Stock shall (or, in the event that it shall use a third party transfer agent, shall cause such transfer agent to) maintain appropriate books and records, whether by implementation of segregated accounts or other appropriate policies and procedures, with respect to the Original Shares and the Additional Shares in a manner that ensures that each such share is individually identifiable as an Original Share or an Additional Share, as the case may be.

Section 3.03. Change in Law. In the event that (a) a change in Law after the date hereof would result in the exercise of the Purchase/Exchange Right or the granting of any waiver contemplated by the penultimate sentence of Section 3.01(e) violating applicable Law or (b) the Company or Mr. Diller (x) becomes subject to an injunction or other order from or of a Governmental Authority of competent jurisdiction preventing or prohibiting the exercise of the Purchase/Exchange Right or the granting of any waiver contemplated by the penultimate sentence of Section 3.01(e), or (y) receives a formal written notification from such a Governmental Authority communicating a determination that such exercise or granting would violate applicable Law, then Mr. Diller shall not exercise the Purchase/Exchange Right or rely on such waiver, as applicable; provided, that, for the 120 days following such time as such
applicable Law becomes effective, such injunction or other order is issued or such notification is received, as the case may be, the Special Committee, or any other committee of the Board of Directors of the Company composed wholly of Independent Directors, on behalf of the Company, and the Stockholder shall cooperate in good faith and use reasonable best efforts, acting diligently, to revise this Agreement in a manner so as to eliminate any such conflict, injunction, order or violation while achieving, as closely as possible, the parties’ intentions as set forth herein. In the event Mr. Diller is prevented by this Section 3.03 from exercising the Purchase/Exchange Right or relying on a waiver contemplated by the penultimate sentence of Section 3.01(e), the Expiration Date (and, relatedly, the Purchase/Exchange Period) shall be extended by an amount of time equal to the lesser of (i) 120 days and (ii) any such period during which the Purchase/Exchange Right is not exercisable or such waiver may not be relied upon as a result of this Section 3.03; provided, that, notwithstanding the foregoing, in the case of clause (h) above, if the Company or Mr. Diller determines, in good faith (and upon the written advice of outside counsel that such course of action has reasonable basis), to seek relief from, or to pursue contesting or appealing, such applicable injunction, order or determination, the Expiration Date (and, relatedly, the Purchase/Exchange Period) shall be extended by an amount of time equal to the lesser of (x) one (1) year, (y) such period during which the Purchase/Exchange Right is not exercisable or such waiver may not be relied upon as a result of such injunction, order or determination and (z) such period of time during which the Company or Mr. Diller, as applicable, continues to pursue such relief, contest and/or appeal.

ARTICLE IV

CERTAIN RESTRICTIONS

Section 4.01. Certain Transactions.

(a) For so long as the Stockholder Beneficially Owns any shares of Covered Class B Stock, the Stockholder shall not, directly or indirectly, in any way participate in a Change of Control Transaction, unless such Change of Control Transaction provides for the same per share consideration (in type and amount) and mix of consideration (in type and amount), as the case may be, or (as applicable) the right to receive (or to elect to receive) the same consideration (in type and amount) and mix of consideration (in type and amount), in respect of shares of Company Common Stock and shares of Company Class B Stock that are subject to such Change of Control Transaction; provided, that, with respect to any such Change of Control Transaction involving less than 100% of the Company Common Shares, each holder of Company Common Shares (whether of Company Common Stock or Company Class B Stock) must have the same right to participate in such Change of Control Transaction, including with respect to the election to participate in such transaction (if any) on the same economic terms and to proportionate treatment (based on economic ownership) in the case of any cut-back mechanics or offer limitations (a Change of Control Transaction that does not meet the foregoing conditions, a “Disparate Transaction”); provided, that, notwithstanding the foregoing, a bona fide share exchange, merger, recapitalization or other business combination involving the Company and a Third Party in which (i) the stockholders of the Company, immediately prior to such transaction, continue to hold, immediately following such transaction, (and receive no consideration in the applicable transaction other than) shares of capital stock of the successor or resulting entity in substantially the same relative proportions and classes as their ownership of
the Company’s capital stock immediately prior to such transaction and the two-class capital structure and pro rata economics of the two classes of capital stock are substantially replicated, (ii) each Beneficial Owner of shares of Covered Class B Stock as of immediately prior to the effective time of such transaction enters into a written agreement with such successor or resulting entity providing for the application, following the effective time of such transaction, of terms and conditions substantially equivalent to this Article IV to the securities received in such transaction by such Person in respect of such shares of Covered Class B Stock and (iii) immediately following the effective time of such transaction, such successor or resulting entity has in effect a Certificate of Incorporation (or other equivalent organizational document) that in all material respects reflects, mutatis mutandis, the terms contemplated by Section 6.09(a), shall not be deemed a Disparate Transaction.

(b) For so long as the Stockholder Beneficially Owns any shares of Covered Class B Stock, the Stockholder shall not vote or tender (or cause to be voted or tendered) any Company Common Shares in favor of or pursuant to any Disparate Transaction, or enter into any agreement or arrangement with any Person agreeing to do any of the foregoing in respect of any Disparate Transaction.

(c) The provisions of this Section 4.01 shall be binding on any transferee of any Covered Class B Stock (so long as such shares remain high-vote shares).

Section 4.02. Mandatory Conversion of Additional Shares. Upon (a) such time as Mr. Diller becomes Disabled, (b) Mr. Diller’s death, (c) Mr. Diller no longer serving as (i) Senior Executive of the Company or any successor entity (it being understood that serving as Senior Executive shall include active involvement in an executive capacity in the business activities of the Company or such successor entity, such as in the manner Mr. Diller serves as of the date of this Agreement) or (ii) Chairman of the Board of Directors of the Company or any successor entity, provided in each case that if Mr. Diller is removed (other than for Cause), replaced or not nominated or elected (including as a result of the election or appointment of a successor) without Mr. Diller’s written consent (and provided that, if requested in writing by the Company at least five (5) business days prior to such removal, replacement or failure to be nominated, Mr. Diller has indicated in writing prior to such removal, replacement or failure to be nominated that he is willing to serve as Senior Executive or Chairman), such event shall not trigger this clause (c) and a Conversion Triggering Event shall not be deemed to have occurred or (d) the effectiveness of a Conversion Triggering Transfer (the first of the foregoing to occur, a “Conversion Triggering Event”), each holder of Additional Shares shall, and the Stockholder and each subsequent holder of any Additional Shares agrees that he, she or it (as the case may be) shall, be deemed to have irrevocably exercised its option pursuant to Section C(2) of Article IV of the Certificate of Incorporation of the Company (or any successor provision) to convert all such Additional Shares into shares of Company Common Stock (or such other securities into which such Additional Shares are then convertible) and, without any further action on the part of any such holder, upon such Conversion Triggering Event all outstanding Additional Shares shall be deemed to be so converted. The Company shall, as promptly as reasonably practicable following the occurrence of a Conversion Triggering Event, notify the holders of Additional Shares of the occurrence of such Conversion Triggering Event, and the Company and such holders shall cooperate and take all actions reasonably necessary in connection with the exchange of any certificates previously representing Additional Shares for certificates representing the shares of Company Common Stock.
Section 4.03. Transfer of Additional Shares

(a) It shall be a condition to any Transfer by the Stockholder (or any Permitted Transferee) of any Additional Shares Beneficially Owned by it (other than to a Permitted Transferee, so long as the such Person qualifies as Permitted Transferee (and at such time as such Person ceases to so qualify, such Additional Shares shall be deemed to be Transferred to such Person as a Third Party Transferee)) that the transferee deliver to Mr. Diller, prior to such Transfer, a proxy and power of attorney, in substantially the form attached as Schedule 5 to this Agreement (provided, that changes to provide that such proxy and power of attorney is irrevocable shall be permitted) or such other form and substance reasonably satisfactory to the Special Committee or any other committee of the Board of Directors of the Company composed wholly of Independent Directors, granting Mr. Diller sole voting control over any such Additional Shares received in such Transfer (regardless of whether such transferee has previously delivered such a proxy and power of attorney with respect to any other Additional Shares) prior to an Additional Conversion Triggering Event or Conversion Triggering Event (which may include Permitted Exceptions, but not the right to vote shares in any circumstance, which shall be retained by Mr. Diller). The grant of a proxy by Mr. Diller or any other Person to the Company or any officer of the Company for the sole purpose of voting shares of Company Class B Stock at any annual or special meeting of the stockholders of the Company (or with respect to any action by written consent to be taken by the stockholders of the Company) shall neither be deemed a Transfer of such shares or an Additional Conversion Event for any purpose under this Agreement nor shall Mr. Diller be deemed as a result of such proxy to not maintain “sole voting control” over such shares for all purposes herein. For the avoidance of doubt, nothing in this Agreement shall limit any right of Mr. Diller to nominate or vote for any individual, including individuals who may be representatives of an Applicable Third Party or of a transferee under Section 4.03, as a director of the Company, subject to compliance with his fiduciary duties, and in considering any such nomination, the Board of Directors of the Company or applicable nominating and governance committee thereof shall act in good faith and without regard to the requirements hereunder with respect to Mr. Diller retaining voting control over the Covered Class B Stock. Any such nomination or act of voting shall not in and of itself be deemed a Transfer of any Covered Class B Stock, a Third Party Conversion Triggering Event or an Additional Conversion Triggering Event, nor shall Mr. Diller be deemed as a result of any such actions to not maintain “sole voting control” over any Covered Class B Stock.

(b) Subject to the last two sentences of Section 4.03(a), if any such transferee of any Additional Shares (the “Applicable Additional Shares”) does not deliver to Mr. Diller a proxy and power of attorney with respect to the Applicable Additional Shares pursuant to the provisions of paragraph (a) above, or such proxy and power of attorney is revoked or otherwise no longer provides Mr. Diller sole voting control over the Applicable Additional Shares prior to the occurrence of an Additional Conversion Triggering Event or Conversion Triggering Event...
(subject to the parenthetical in paragraph (a) above) (any of the foregoing, an “Additional Conversion Triggering Event”), then prior to any such Transfer (or upon such Additional Conversion Triggering Event), each holder of the Applicable Additional Shares shall, and the Stockholder and each subsequent holder of the Applicable Additional Shares agrees that he, she or it (as the case may be) shall, be deemed to have irrevocably exercised its option pursuant to Section C(2) of Article IV of the Certificate of Incorporation of the Company (or any successor provision) to convert the Applicable Additional Shares into shares of Company Common Stock (or such other securities into which such Additional Shares are then convertible) and, without any further action on the part of any such holder, prior to any such Transfer (or upon such Additional Conversion Triggering Event) the Applicable Additional Shares shall be deemed to be so converted. Notwithstanding the foregoing, if the Company determines that an Additional Conversion Triggering Event has occurred, the Company shall provide written notice thereof to the applicable holder of such applicable shares of Company Class B Stock (at the address(es) set forth in the books and records of the Company in its capacity as transfer agent for the Company Class B Stock (or, in the event that it shall use a third party transfer agent, such transfer agent’s books and records)) and, in the event that such Additional Conversion Triggering Event was an incidental error, such holder shall have ten (10) business days to correct such error and, in the event of such correction to the reasonable satisfaction of the Company within such ten (10) business day period, such Additional Conversion Triggering Event shall be deemed to have not occurred, provided that prior to time of such correction no Person other than Mr. Diller exercises any voting control over the applicable shares of Company Class B Stock.

Section 4.04. Joinder.

(a) It shall be a condition to any Transfer by the Stockholder (or any subsequent holder of shares of Covered Class B Stock) of any shares of Covered Class B Stock Beneficially Owned by it that the transferee deliver to the Company, prior to such Transfer, a written joinder, in substantially the form attached as Schedule 4 to this Agreement, agreeing to be bound in the case of any Transfer of Covered Class B Stock to a transferee that is not at such time subject to such Sections, by the obligations set forth in Section 1.01, this Article IV and Article VI (except Section 6.10).

(b) If the Family Foundation shall have acquired shares of Covered Class B Stock pursuant to the Liberty Expedia-Diller Exchange, Mr. Diller shall cause the Family Foundation to deliver to the Company, not more than ten (10) business days after the date on which the Combination Closing occurs, a written joinder agreeing to be bound by the obligations set forth in Section 1.01, this Article IV and Article VI (except Section 6.10).

Section 4.05. Legend. Each certificate (or book-entry share) evidencing Covered Class B Stock shall bear a restrictive legend substantially to the effect of the following (or appropriate comparable notations with respect to book-entry shares):

THE SECURITIES REPRESENTED BY THIS INSTRUMENT ARE SUBJECT TO RESTRICTIONS ON TRANSFER AND VOTING SET FORTH IN A SECOND AMENDED AND RESTATED GOVERNANCE AGREEMENT, DATED AS OF APRIL 15, 2019, BETWEEN EXPEDIA
ARTICLE V
DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

Section 5.01. “Additional Conversion Triggering Event” shall have the meaning set forth in Section 4.03(b).

Section 5.02. “Additional Shares” shall have the meaning set forth in Section 3.01(b).

Section 5.03. “Affiliate” shall have the meaning set forth in Rule 12b-2 under the Exchange Act (as in effect on the date of this Agreement). For purposes of this definition, except as expressly provided in this Agreement, (a) natural persons shall not be deemed to be Affiliates of each other, (b) none of Mr. Diller or any of his Affiliates shall be deemed to be an Affiliate of the Company or its Affiliates, (c) none of the Company or any of its Affiliates shall be deemed to be an Affiliate of Mr. Diller or his Affiliates and (d) the Company shall not be deemed to be an Affiliate of IAC/InterActiveCorp to the extent such relationship would otherwise be based on the common control of the Company and IAC InterActiveCorp by Mr. Diller.

Section 5.04. “Agreement” shall have the meaning set forth in the preamble to this Agreement.

Section 5.05. “Amendment Approval Meeting” shall have the meaning set forth in Section 6.09.

Section 5.06. “Amendment Proposal” shall have the meaning set forth in Section 6.09.

Section 5.07. “Applicable Additional Shares” shall have the meaning set forth in Section 4.03(b).

Section 5.08. “Applicable Third Parties” shall have the meaning set forth in Section 3.01(d).

Section 5.09. “Beneficial Ownership” or “Beneficially Own” shall have the meaning given such term in Rule 13d-3 under the Exchange Act and a Person’s Beneficial Ownership of Company Common Shares shall be calculated in accordance with the provisions of such Rule; provided, however, that no Person shall be deemed to Beneficially Own any Equity Securities with respect to which such Person does not have a pecuniary interest.

Section 5.10. “business day” shall mean any day other than a Saturday, a Sunday or any other day on which banks in New York, New York may, or are required to, remain closed.
Section 5.11. “Cause” shall mean (a) the conviction of, or pleading guilty to, any felony, or (b) the willful, continued and complete failure to attend to managing the business affairs of the Company, after written notice of such failure from the Board of Directors of the Company and reasonable opportunity to cure.

Section 5.12. “Change of Control Transaction” shall mean (a) any merger, tender or exchange offer, consolidation, amalgamation or similar transaction between the Company and another Person (other than a Subsidiary of the Company) pursuant to which the stockholders of the Company immediately prior to such merger, tender or exchange offer, consolidation, amalgamation or similar transaction would own, as of immediately after such transaction, less than fifty percent (50%) of the total economic or voting power of all outstanding Voting Securities of the Company (or resulting or surviving entity), or (b) any sale, lease or other disposition of all or substantially all of the assets of the Company to another Person (other than a Subsidiary of the Company), in each of the foregoing clauses (a) and (b), whether in any single transaction or series of related transactions, regardless of the amount of consideration.

Section 5.13. “Charitable Organization” shall mean an entity that is exempt from taxation under Section 501(c)(3) or Section 501(c)(4) of the United States Internal Revenue Code of 1986, as amended (or any successor provisions thereto) (whether a determination letter with respect to such successor’s exemption is issued before, at or after the relevant determination date), and further includes any successor entity of similar status.

Section 5.14. “Combination” shall have the meaning set forth in the recitals to this Agreement.

Section 5.15. “Combination Closing” shall mean the closing of the Combination pursuant to the Liberty Expedia Merger Agreement.

Section 5.16. “Commission” shall mean the Securities and Exchange Commission.

Section 5.17. “Company” shall have the meaning set forth in the preamble to this Agreement.

Section 5.18. “Company Class B Stock” shall mean class B common stock, $0.0001 par value per share, of the Company.


Section 5.20. “Company Common Stock” shall mean common stock, $0.0001 par value per share, of the Company.

Section 5.21. “Conversion Triggering Event” shall have the meaning set forth in Section 4.02.

Section 5.22. “Conversion Triggering Transfer” shall mean a Transfer by Mr. Diller and/or the Family Foundation of Original Shares to any Person other than a Permitted Transferee (so long as the such Person continues to qualify as Permitted Transferee (and at such time as
such Person ceases to so qualify, such Original Shares shall be deemed to be Transferred to such Person as a Third Party Transferee) (except to the extent in connection with such Transfer the Original Shares subject to such Transfer are converted into shares of Company Common Stock (or such other securities of the Company into which such Original Shares are then convertible)) (an “Original Share Transfer”), which Original Shares, taken together (without duplication) with all Original Shares the subject of any prior Original Share Transfer, represent more than five percent (5%) of the total voting power of all outstanding Voting Securities of the Company at such time.

Section 5.23. “Covered Class B Stock” shall mean the Original Shares and the Additional Shares (but, for the avoidance of doubt, shall not include any shares of Company Common Stock (or other securities, as the case may be, unless such securities remain high-vote shares) into which any Original Shares or Additional Shares shall have been converted).

Section 5.24. “Demand Registration” shall have the meaning set forth in Section 6.07(b).

Section 5.25. “Disabled” shall mean the disability of Mr. Diller after the expiration of more than one hundred eighty (180) consecutive days after its commencement which is determined to be total and permanent by a physician selected by the Company and reasonably acceptable to Mr. Diller, his spouse or a personal representative designated by Mr. Diller; provided that Mr. Diller shall be deemed to be disabled only following the expiration of ninety (90) days following receipt of a written notice from the Company and such physician specifying that a disability has occurred if within such ninety (90)-day period he fails to return to managing the business affairs of the Company. Total disability shall mean mental or physical incapacity that prevents Mr. Diller from managing the business affairs of the Company.

Section 5.26. “Disparate Transaction” shall have the meaning set forth in Section 4.01(a).

Section 5.27. “Effective Time” shall have the meaning set forth in Section 6.15.

Section 5.28. “Equity Securities” shall mean the equity securities of the Company calculated on a Company Common Stock equivalent basis, including the Company Common Shares and those shares issuable upon exercise, conversion or redemption of other securities of the Company not otherwise included in this definition.


Section 5.30. “Existing Governance Agreement” shall have the meaning set forth in the recitals to this Agreement.

Section 5.31. “Exchange Agreement” shall have the meaning set forth in the recitals to this Agreement.

Section 5.32. “Expedia Group” shall have the meaning set forth in the preamble to this Agreement.
Section 5.33. “Expiration Date” shall have the meaning set forth in Section 5.54.

Section 5.34. “Fair Market Value” for a security publicly traded on a recognized exchange shall mean the average closing price during regular trading hours of such security (as reflected on Nasdaq.com) for the five (5) trading days immediately preceding the applicable day of measurement.

Section 5.35. “Family Entity” shall mean (a) those entities identified on Schedule 1 and (b) any general or limited partnership, corporation, limited liability company, trust or other legal entity that is wholly owned, directly or indirectly, by, or as to which the sole beneficiaries of any shares of capital stock of the Company held by such entity are, Mr. Diller and/or one or more of his Family Members (provided that any private foundation or Charitable Organization to which no person other than Mr. Diller and/or his Family Members is an investment advisor shall be permitted to be an additional beneficiary of shares of capital stock without violating such requirement).

Section 5.36. “Family Foundation” shall have the meaning set forth in the recitals to this Agreement.

Section 5.37. “Family Member” shall mean, with respect to Mr. Diller, the spouse of Mr. Diller or the lineal descendants of Mr. Diller and/or of his spouse or the respective parents, grandparents, siblings or lineal descendants of siblings of Mr. Diller or his spouse (including Diane von Furstenberg, Alexander von Furstenberg and Tatiana von Furstenberg). Lineal descendants shall include adopted persons.

Section 5.38. “Governance Instruments” shall have the meaning set forth in the Liberty Expedia Merger Agreement.

Section 5.39. “Governmental Authority” shall mean any supranational, national, federal, state, county, local or municipal government, or other political subdivision thereof, or any court, tribunal or arbitral body and any entity exercising executive, legislative, judicial, regulatory, taxing, administrative, prosecutorial or arbitral functions of or pertaining to government, domestic or foreign, including, for the avoidance of doubt, the Commission and any stock exchange.

Section 5.40. “Independent Directors” shall have the meaning set forth in Section 6.02(a).

Section 5.41. “Law” shall mean all foreign, federal, state, provincial, local or municipal laws, statutes, ordinances, regulations and rules of any Governmental Authority (including the rules and regulations of the Commission and applicable stock exchange rules), and all judgments, orders, writs, awards, preliminary or permanent injunctions or decrees of any Governmental Authority.

Section 5.42. “Liberty Expedia” shall have the meaning set forth in the recitals to this Agreement.
Section 5.43. “Liberty Expedia-Diller Exchange” shall have the meaning set forth in the recitals to this Agreement.

Section 5.44. “Liberty Expedia Merger Agreement” shall have the meaning set forth in the recitals to this Agreement.

Section 5.45. “Litigation” shall have the meaning set forth in Section 6.04.

Section 5.46. “Merger” shall have the meaning set forth in the recitals to this Agreement.

Section 5.47. “Merger LLC” shall have the meaning set forth in the recitals to this Agreement.

Section 5.48. “Merger Sub” shall have the meaning set forth in the recitals to this Agreement.

Section 5.49. “Original Share Transfer” shall have the meaning set forth in Section 5.22.

Section 5.50. “Original Shares” shall mean the shares of Company Class B Stock acquired by Mr. Diller (and, if the Family Foundation so elected, the Family Foundation) pursuant to the Liberty Expedia-Diller Exchange (subject to adjustment pursuant to Section 6.14). The number of such shares shall be reflected on Schedule 2 to this Agreement promptly following the Effective Time.

Section 5.51. “Permitted Exceptions” shall have the meaning set forth in Section 3.01(d).

Section 5.52. “Permitted Transferee” shall mean (a) Mr. Diller, any of his Family Members or the personal representatives of the estate of any of the aforementioned individuals (with respect to Covered Class B Stock, so long as Mr. Diller retains sole voting control (via proxy or otherwise) over the applicable shares of Covered Class B Stock) and (b) any Family Entity (in the case of this clause (b), so long as Mr. Diller alone maintains the ability to control the voting of the shares of Covered Class B Stock owned by such Family Entity, subject only to customary limitations and requirements to account for fiduciary or similar considerations required in connection with bona fide estate planning vehicles, so long as such limitations and requirements do not diminish in any substantive or material manner Mr. Diller’s sole effective control over the voting of such shares), including, for the avoidance of doubt, the Family Foundation.

Section 5.53. “Person” shall mean any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated organization, government or department or agency of a government.

Section 5.54. “Purchase/Exchange Period” shall mean the period from and after the Combination Closing until the close of business on the nine-month anniversary of the date on which the Combination Closing occurs, subject to extension pursuant to Section 3.03 (the “Expiration Date”); provided that such Expiration Date shall be extended to enable any exercises
of the Purchase/Exchange Right (as shown by the delivery to the Company of a written notice of exercise of the Purchase/Exchange Right on or prior to such Expiration Date) effected by the Expiration Date which have not yet been consummated as of such Expiration Date to be consummated.

Section 5.55. “Purchase/Exchange Right” shall have the meaning set forth in Section 3.01(b).

Section 5.56. “Securities Act” shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

Section 5.57. “Securities Trading Policy” shall have the meaning set forth in Section 3.01(b).

Section 5.58. “Special Committee” shall have the meaning set forth in the recitals to this Agreement.

Section 5.59. “Stockholder” shall have the meaning set forth in the preamble to this Agreement.

Section 5.60. “Stockholder Approval” shall have the meaning set forth in Section 6.09.

Section 5.61. “Stockholder Group” shall mean (a) Mr. Diller and (b) those Permitted Transferees that from time to time hold Company Class B Stock subject to this Agreement.

Section 5.62. “Subsidiary” shall mean, as to any Person, any corporation or other Person at least a majority of the shares of stock or other ownership interests of which having general voting power under ordinary circumstances to elect a majority of the Board of Directors or similar governing body of such corporation or other entity (irrespective of whether or not at the time stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency) is, at the time as of which the determination is being made, owned by such Person, or one or more of its Subsidiaries or by such Person and one or more of its Subsidiaries.

Section 5.63. “Third Party” shall mean any Person who is not a Family Entity or an Affiliate of (a) the Company or (b) Mr. Diller, his Family Members and/or Family Entities.

Section 5.64. “Third Party Conversion Triggering Event” shall have the meaning set forth in Section 3.01(d).

Section 5.65. “Third Party Transferee” shall mean any Person to whom the Stockholder or a Permitted Transferee Transfers Company Common Shares, other than the Stockholder or a Permitted Transferee.

Section 5.66. “Total Equity Securities” at any time shall mean, subject to the next sentence, the total number of the Company’s outstanding equity securities calculated on a Company Common Stock equivalent basis. Any Equity Securities Beneficially Owned by a Person that are not outstanding Voting Securities but that, upon exercise, conversion or
Section 5.67. “Transfer” by any Person shall mean, directly or indirectly, to sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any Company Common Shares Beneficially Owned by such Person or any interest in any Company Common Shares Beneficially Owned by such Person; provided, however, that, a merger or consolidation in which the Company is a constituent corporation shall not be deemed to be the Transfer of any Company Common Shares Beneficially Owned by such Person (provided, that a significant purpose of any such transaction is not to avoid the provisions of this Agreement). For purposes of this Agreement, (a) the conversion of Company Class B Stock into Company Common Stock shall not be deemed to be a Transfer, (b) any Permitted Exception shall not be deemed to be a Transfer and (c) any financing arrangement or transaction contemplated by the penultimate sentence of Section 3.01(e) with respect to which Additional Shares are collateral shall not be deemed to be a Transfer of such Additional Shares until such time as such Additional Shares are foreclosed on (for the avoidance of doubt, any such foreclosure shall be deemed to be a Transfer of such Additional Shares).

Section 5.68. “Unexchanged Class B Share Number” shall mean, as of any time, the number of shares of Company Class B Stock, if any, held by Liberty Expedia or its Subsidiaries immediately prior to the Liberty Expedia-Diller Exchange and not exchanged pursuant to the Liberty Expedia-Diller Exchange (subject to adjustment pursuant to Section 6.14). Such number shall be reflected on Schedule 3 to this Agreement promptly following the Effective Time.

Section 5.69. “Upstream Merger” shall have the meaning set forth in the recitals to this Agreement.

Section 5.70. “Voting Securities” at any time shall mean the shares of any class of capital stock of the Company which are then entitled to vote generally in the election of directors.

ARTICLE VI
MISCELLANEOUS

Section 6.01. 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 (i) national overnight courier or (ii) hand delivery with receipt, in each case, for delivery by the second 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:

17
if to Mr. Diller, to:

| c/o Arrow Finance, LLC  
| 555 West 18th Street  
| New York, NY 10011  
| Attention: Barry Diller  
| Facsimile: Separately provided  
| E-Mail: Separately provided |

with a copy to:

| Expedia Group, Inc.  
| 333 108th Avenue NE  
| Bellevue, WA 98004  
| Attention: Chief Legal Officer  
| Email: Separately provided  
| Facsimile: Separately provided |

and

| Wachtell, Lipton, Rosen & Katz  
| 51 West 52nd Street  
| New York, NY 10019  
| Attention: Andrew J. Nussbaum, Esq.  
| Edward J. Lee, Esq.  
| Email: AJNussbaum@wlrk.com  
| EJLee@wlrk.com  
| Facsimile: (212) 403-2000 |

if to the Company, to:

| Expedia Group, Inc.  
| 333 108th Avenue NE  
| Bellevue, WA 98004  
| Attention: Chief Legal Officer |
with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019  
Attention: Robert B. Schumer, Esq.  
Steven J. Williams, Esq.  
Email: rschumer@paulweiss.com  
swilliams@paulweiss.com  
Facsimile:(212) 757-3990  

and

Wachtell, Lipton, Rosen & Katz  
51 West 52nd Street  
New York, NY 10019  
Attention: Andrew J. Nussbaum, Esq.  
Edward J. Lee, Esq.  
Email: AJNussbaum@wlrk.com  
EJLee@wlrk.com  
Facsimile:(212) 403-2000

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

Section 6.02. Amendments; No Waivers.

(a) Subject to the last sentence of this paragraph (a), any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Mr. Diller and the Company, or in the case of a waiver, by Mr. Diller, if the waiver is to be effective against any member of the Stockholder Group, or the Company, if the waiver is to be effective against the Company. Any amendment or waiver by the Company shall be authorized by a majority of the members of the Board of Directors who are (i) "independent directors" as defined by applicable stock exchange listing rules, (ii) independent of Mr. Diller and his Affiliates and (iii) not members of the management of the Company or any Person over which Mr. Diller exercises direct or indirect control ("Independent Directors"). Following Mr. Diller’s death or at such time as Mr. Diller has become Disabled, any amendment or waiver hereunder on the part of any member(s) of the Stockholder Group shall be in writing and signed by members of the Stockholder Group owning in the aggregate a majority of the Covered Class B Stock then outstanding.

(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 Law.

Section 6.03. Successors And Assigns. Except as provided in Section 6.07(d), neither this Agreement nor any of the rights or obligations under this Agreement shall be assigned, in whole or in part, by any party without the prior written consent of the other party hereto. 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.

Section 6.04. Governing Law; Consent To Jurisdiction. 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 non-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 set forth in this Agreement 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.

Section 6.05. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 6.06. Specific Performance. The Company and Mr. Diller each acknowledge and agree 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, agree that, in the event of a breach or threatened breach by Mr. Diller or the Company of the provisions of this Agreement, in addition to any remedies at Law, the Company and Mr. Diller, respectively, 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 which may then be available.

Section 6.07. Registration Rights.

(a) Mr. Diller shall be entitled to customary registration rights relating to Company Common Stock owned by him as of the date hereof or acquired from the Company (including upon conversion of Company Class B Stock) in the future (including the ability to transfer registration rights as set forth in this Agreement in connection with the sale or other disposition of Company Common Shares).
If requested by the Stockholder, the Company shall be required promptly to cause the Company Common Stock owned by the Stockholder or another member of the Stockholder Group to be registered under the Securities Act to permit the Stockholder or such member of the Stockholder Group to sell such shares in one (1) or more (but not more than three (3)) registered public offerings (each, a “Demand Registration”). The Stockholder shall also be entitled to customary piggyback registration rights. If the amount of shares sought to be registered by the Stockholder and the other members of the Stockholder Group pursuant to any Demand Registration is reduced by more than twenty-five percent (25%) pursuant to any underwriters’ cutback, then the Stockholder may elect to request the Company to withdraw such registration, in which case, such registration shall not count as one of the Demand Registrations. If the Stockholder requests that any Demand Registration be an underwritten offering, then the Stockholder shall select the underwriter(s) to administer the offering, provided that such underwriter(s) shall be reasonably satisfactory to the Company. If a Demand Registration is an underwritten offering and the managing underwriter advises the Stockholder in writing that in its opinion the total number or dollar amount of securities proposed to be sold in such offering is such as to materially and adversely affect the success of such offering, then the Company will include in such registration, first, the securities of the Stockholder, and, thereafter, any securities to be sold for the account of others who are participating in such registration (as determined on a fair and equitable basis by the Company). In connection with any Demand Registration or inclusion of the Stockholder’s or another Stockholder Group member’s shares in a piggyback registration, the Company, the Stockholder and/or the other applicable members of the Stockholder Group shall enter into an agreement containing terms (including representations, covenants and indemnities by the Company and the Stockholder), and shall be subject to limitations, conditions, and blackout periods, customary for a secondary offering by a selling stockholder. The costs of the registration (other than underwriting discounts, fees and commissions) shall be paid by the Company. The Company shall not be required to register such shares if the Stockholder would be permitted to sell the Company Common Stock in the quantities proposed to be sold at such time in one transaction under Rule 144 of the Securities Act or under another comparable exemption therefrom.

If the Company and the Stockholder cannot agree as to what constitutes customary terms within ten (10) days of the Stockholder’s request for registration (whether in a Demand Registration or a piggyback registration), then such determination shall be made by a law firm of national reputation mutually acceptable to the Company and the Stockholder.

No Third Party Transferee shall have any rights or obligations under this Agreement, except as specifically provided for in this Agreement and except that (i) if such Third Party Transferee shall acquire Beneficial Ownership of more than five percent (5%) of the outstanding Total Equity Securities upon consummation of any Transfer or series of related Transfers from the Stockholder, to the extent the Stockholder has the right to Transfer a Demand Registration and assigns such right in connection with a Transfer, such Third Party Transferee shall have the right to initiate one (1) or more Demand Registrations pursuant to this Section 6.07 or any registration rights agreement that replaces or supersedes this Section 6.07 (and shall be entitled to such other rights that the Stockholder would have applicable to such Demand Registration) and (ii) if such Third Party Transferee shall acquire Beneficial Ownership of five percent (5%) or less of the outstanding Total Equity Securities but shall acquire Beneficial Ownership of Company Common Shares (or other equity securities of the Company)
with a Fair Market Value of at least $250,000,000 upon consummation of any Transfer or series of related Transfers from the Stockholder, to the extent the Stockholder has the right to Transfer a Demand Registration and assigns such right in connection with a Transfer, such Third Party Transferee shall have the right to initiate one (but not more than one) Demand Registration pursuant to this Section 6.07 or any registration rights agreement that replaces or supersedes this Section 6.07 (and shall be entitled to such other rights that the Stockholder would have applicable to such Demand Registration), provided that, in the case of this clause (ii), such Third Party Transferee may exercise such Demand Registration only in connection with a registered public offering of Company Common Stock having a Fair Market Value at least equal to $100,000,000, subject (in each of clauses (i) and (ii)) to the obligations of the Stockholder applicable to such demand (and the number of Demand Registrations to which the Stockholder is entitled under this Section 6.07 hereof shall be correspondingly decreased).

(e) This Section 6.07 shall survive any termination of this Agreement following the Effective Time until such time as (i) no Affiliate of the Company holds shares of Covered Class B Stock and (ii) each holder of shares of Covered Class B Stock would be permitted to sell its Company Common Shares (or such other securities into which any such shares of Covered Class B Stock are then convertible) pursuant to Rule 144 under the Securities Act, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such rule, without volume limitations or other restrictions on transfer thereunder.

Section 6.08. Termination. Notwithstanding anything to the contrary contained herein, this Agreement shall terminate automatically in the event of the termination of the Liberty Expedia Merger Agreement in accordance with its terms prior to the occurrence of the Combination Closing. Following the Combination Closing, (a) this Agreement shall terminate and be of no further force or effect with respect to any transferee (other than Mr. Diller) that no longer holds any Covered Class B Stock upon the written request to the Company of any such transferee and (b) this Agreement shall terminate and be of no further force or effect at such time as no Person (other than the Company or any of its Subsidiaries) holds shares of Covered Class B Stock.

Section 6.09. Stockholder Approval; Certificate of Incorporation Amendment.

(a) The Company shall take, in accordance with applicable Law and the Company’s Certificate of Incorporation and By-laws, all action necessary to submit for approval by the requisite vote of the stockholders of the Company (such approval, the “Stockholder Approval”) a proposal to amend the Company’s Certificate of Incorporation to reflect, mutatis mutandis, the terms set forth in Article IV (such proposal, the “Amendment Proposal”) at the next annual meeting of the stockholders of the Company following the Effective Time as to which a preliminary proxy statement has not yet been filed with the Commission as of the Effective Time (the “Amendment Approval Meeting”). Such Amendment Proposal shall be reasonably satisfactory to the Stockholder and the Special Committee, in each case acting in good faith. Without limiting the foregoing, such Amendment Proposal shall require the approval of a committee of Independent Directors in order to amend or repeal the provisions implemented thereby.
The Stockholder agrees that at the Amendment Approval Meeting (including each postponement, recess, adjournment or continuation thereof), the Stockholder shall, and shall cause each other member of the Stockholder Group to, (i) appear at the Amendment Approval Meeting or otherwise cause all of the Common Shares and all other voting securities over which such holder has acquired beneficial ownership after the date hereof or otherwise the power to vote or direct the voting of, as of the applicable record date, to be counted as present thereat for purposes of calculating a quorum, and (ii) vote or cause to be voted (including by proxy or written consent, if applicable) all such shares (A) in favor of the approval of the Amendment Proposal and (B) in favor of any proposal to adjourn or postpone such meeting of the Company’s stockholders to a later date if there are not sufficient votes to approve the Amendment Proposal. The Stockholder represents, covenants and agrees that, (x) except for this Agreement and the Governance Instruments (which such applicable Governance Instruments will terminate at the Combination Closing), he has not entered into, and shall not enter into any voting agreement or voting trust with respect to any shares to be voted at the Amendment Approval Meeting and (y) except as expressly set forth herein and in the Governance Instruments, he has not granted a proxy, consent or power of attorney with respect to any shares to be voted at the Amendment Approval Meeting. The Stockholder agrees not to enter into any agreement or commitment with any person the effect of which would be inconsistent with or otherwise violate the provisions and agreements set forth in this Section 6.09. In furtherance and not in limitation of the foregoing, until the completion of the Amendment Approval Meeting (including each postponement, recess, adjournment or continuation thereof), the Stockholder hereby appoints Robert J. Dziela (or, if Mr. Dziela ceases to be the Chief Legal Officer of the Company, the Person holding such position at such time) and any designee thereof, and each of them individually, its proxy and attorney-in-fact, with full power of substitution and resubstitution, to vote or act by written consent with respect to any and all of the Stockholder’s shares in accordance with this Section 6.09. This proxy and power of attorney are given to secure the performance of the duties of the Stockholder under this Section 6.09. The Stockholder hereby agrees that this proxy and power of attorney granted by the Stockholder shall be irrevocable until the completion of the Amendment Approval Meeting (including each postponement, recess, adjournment or continuation thereof), shall be deemed to be coupled with an interest sufficient under applicable Law to support an irrevocable proxy and shall revoke any and all prior proxies granted by the Stockholder with respect to any shares regarding the matters set forth in this Section 6.09. The power of attorney granted by the Stockholder herein is a durable power of attorney and shall survive the bankruptcy, death or incapacity of the Stockholder.

Upon the recommendation by the Special Committee, the Board of Directors shall recommend that the Company’s stockholders vote in favor of the Amendment Proposal, provided that any director of the Company shall have the right to recuse himself or herself from, and otherwise not participate in, any deliberations, decisions or recommendations of the Board of Directors concerning the Amendment Proposal.

Section 6.10. Merger Condition. The Company hereby agrees, effective as of the date hereof, that it shall not directly or indirectly amend, modify or waive in any respect the condition set forth in Section 6.2(e) of the Liberty Expedia Merger Agreement.
Section 6.11. Acknowledgment of Rights. Mr. Diller acknowledges and agrees that the rights contemplated hereby and by the Exchange Agreement are deemed to be in recognition and in lieu of Mr. Diller’s rights under the Existing Governance Agreement and the Amended and Restated Stockholders Agreement by and between Qurate Retail, Inc. and Mr. Diller, dated as of December 20, 2011, as assigned to Liberty Expedia pursuant to the Assignment and Assumption of Stockholders Agreement, dated as of November 4, 2016, by and among Liberty Expedia, LEXE Marginco, LLC, LEXEB, LLC, Qurate Retail, Inc. and Mr. Diller, and as amended by Amendment No. 1 to Stockholders Agreement, dated as of November 4, 2016, by and between Liberty Expedia and Mr. Diller.

Section 6.12. Indemnification. Mr. Diller acknowledges that the assumption of obligations effected by the Transaction Agreement Joinder (as such term is defined in the Liberty Expedia Merger Agreement) shall not entitle Mr. Diller to any indemnification rights from the Company in connection with the transactions contemplated by the Liberty Expedia Merger Agreement (including the transactions contemplated hereby). For the avoidance of doubt, the Company and Mr. Diller acknowledge that the immediately preceding sentence shall not in any manner limit any other rights to indemnification to which Mr. Diller may be entitled, related to such transactions or otherwise.

Section 6.13. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction 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, provided that the parties hereto shall negotiate in good faith to attempt to place the parties in the same position as they would have been in had such provision not been held to be invalid, void or unenforceable.

Section 6.14. Adjustment of Share Numbers and Prices. If, after the date of this Agreement, there is a subdivision, split, stock dividend, combination, reclassification or similar event with respect to any of the shares of capital stock referred to in this Agreement, then, in any such event, the numbers and types of shares of such capital stock referred to in this Agreement (including, for the avoidance of doubt, the one-for-one exchange ratio contemplated by Section 3.01(b)(ii)) and, if applicable, the prices of such shares, shall be equitably adjusted to the number and types of shares of such capital stock that a holder of such number of shares of such capital stock would own or be entitled to receive as a result of such event if such holder had held such number of shares immediately prior to the record date for, or effectiveness of, such event, and the prices for such shares shall be similarly equitably adjusted.

Section 6.15. Effective Time. This Agreement (other than Section 6.10, which shall be effective as of the date hereof) shall be effective only as of and after the occurrence of the Combination Closing and only if the Existing Governance Agreement shall not have terminated as to Mr. Diller prior to or at such Combination Closing (the time this Agreement becomes effective, the "Effective Time").

Section 6.16. Entire Agreement. Except as otherwise expressly set forth herein, this Agreement embodies the complete agreement and understanding between the parties hereto with respect to the subject matter hereof and thereof and supersedes and preempt any prior understandings, agreements or representations by or between the parties, written or oral, that may
have related to the subject matter hereof in any way. Effective as of the Effective Time, the Existing Governance Agreement shall terminate and shall be superseded by this Agreement.

Section 6.17. **Interpretation.** References in this Agreement to Articles and Sections shall be deemed to be references to Articles and Sections of this Agreement, unless the context shall otherwise require. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “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 such agreement or instrument.

Section 6.18. **Headings.** The titles of Articles and Sections of this Agreement are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Second Amended and Restated Governance Agreement to be duly executed as of the day and year first above written.

EXPEDIA GROUP, INC.

By  /s/ Mark. D. Okerstrom

Name:  Mark. D. Okerstrom
Title:  President and Chief Executive Officer

/s/ Barry Diller
Barry Diller

[Signature Page to Second Amended and Restated Governance Agreement]
· The Arrow 1999 Trust, dated September 16, 1999, as amended

· The Diller Foundation d/b/a The Diller – von Furstenberg Family Foundation
### SCHEDULE 2

**Number of Original Shares**

<table>
<thead>
<tr>
<th>[Cell 1]</th>
<th>[Cell 2]</th>
<th>[Cell 3]</th>
<th>[Cell 4]</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SCHEDULE 3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unexchanged Class B Share Number</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
This Joinder Agreement (this “Joinder Agreement”) is made as of the date written below by the undersigned (the “Joining Party”) in accordance with the Second Amended and Restated Governance Agreement, dated as of April 15, 2019 (the “New Governance Agreement”), by and among Expedia Group, Inc., a Delaware corporation, and Barry Diller, as the same may be amended from time to time. Capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the New Governance Agreement.

The Joining Party hereby acknowledges, agrees and confirms that, by its execution of this Joinder Agreement, the Joining Party shall be deemed to be a party to the New Governance Agreement, effective commencing on the date hereof and as a condition to the undersigned becoming a Beneficial Owner of shares of Covered Class B Stock, for the limited purposes of Section 1.01, Article IV and Article VI (except Section 6.10) of the New Governance Agreement, and shall have all of the rights and obligations of the Stockholder under, and agrees to be bound by all of the terms, provisions and conditions contained in, the aforementioned Sections as if it had executed the New Governance Agreement.

Article VI, with the exception of Sections 6.07 and 6.10, of the New Governance Agreement is hereby incorporated by reference, mutatis mutandis.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of the date written below.

Date: _______________.

[NAME OF JOINING PARTY]

By:

Name:
Title:
Address for Notices:
The undersigned stockholder of Expedia Group, Inc., a Delaware corporation (the “Company”), hereby appoints and constitutes Barry Diller the attorney and proxy of the undersigned, with full power of substitution and resubstitution, with respect to the undersigned’s right to vote (whether at any meeting of the stockholders of the Company or pursuant to any action by written consent) each of the outstanding shares of class B common stock, $0.0001 par value per share, of the Company (“Class B Common Stock”) owned of record by the undersigned as of the date of this proxy set forth below (the “Shares”). Upon the execution hereof, all prior proxies given by the undersigned with respect to any of the Shares are hereby revoked, and the undersigned agrees that (1) no subsequent proxies will be given with respect to any of the Shares and (2) the undersigned shall not vote any of the Shares (whether at any meeting of the stockholders of the Company or pursuant to any action by written consent), in each case so long as this proxy is in effect.

The attorney and proxy named above will be empowered, and may exercise this proxy, to vote the Shares at any time at any meeting of the stockholders of the Company, however called, or in connection with any solicitation of written consents from stockholders of the Company, on any matters as to which such Shares are entitled to vote.

This proxy shall be binding upon the heirs, estate, executors, personal representatives, successors and assigns of the undersigned (including any transferee of any of the Shares).

The undersigned hereby agrees that, at such time as this proxy is revoked or otherwise no longer provides the attorney and proxy named above with sole voting control over the Shares, the undersigned shall be deemed to have irrevocably exercised his or her option pursuant Section C(2) of Article IV of the Certificate of Incorporation of the Company (or any successor provision) to convert such Shares into shares of common stock, $0.0001 par value per share, of the Company (or such other securities into which such Shares are then convertible) and, without any further action on the part of the undersigned, such Shares shall be deemed to be so converted.

If any provision of this proxy or any part of any such provision is held under any circumstances to be invalid or unenforceable in any jurisdiction, then this proxy shall be deemed to be revoked.

This proxy shall terminate upon the written notice of the undersigned to the attorney and proxy named above.

Dated: ___________

Name:
Address for Notices:
Number of shares of Class B Common Stock owned of record as of the date of this proxy as to which this proxy will apply:
AMENDMENT NO. 2 TO TRANSACTION AGREEMENT

This Amendment No. 2 to Transaction Agreement (this “Amendment”), is made and entered into as of April 15, 2019, by and among Qurate Retail, Inc., a Delaware corporation (f/k/a Liberty Interactive Corporation) (“Qurate Retail”), Liberty Expedia Holdings, Inc., a Delaware corporation (“Liberty Expedia”), Mr. Barry Diller (“Diller”), Mr. John C. Malone (“Malone”) and Mrs. Leslie Malone (“Mrs. Malone”).

RECITALS

WHEREAS, Qurate Retail, Liberty Expedia, Malone, Mrs. Malone and Diller have entered into the Amended and Restated Transaction Agreement, dated as of September 22, 2016, as amended by the letter agreement dated as of March 6, 2018 (as so amended, the “Transaction Agreement”); and

WHEREAS, immediately following the execution of this Amendment, Expedia Group, Inc., a Delaware corporation (“Expedia Group”), Liberty Expedia, LEMS I LLC, a single member Delaware limited liability company and wholly owned subsidiary of Expedia Group (“Merger LLC”), and LEMS II Inc., a Delaware corporation and wholly owned subsidiary of Merger LLC (“Merger Sub”) will enter into the Agreement and Plan of Merger, dated as of the date hereof (as it may be amended, the “Merger Agreement”), pursuant to which, upon the terms and subject to the conditions set forth therein, (i) Merger Sub will merge with and into Liberty Expedia (the “Merger”), with Liberty Expedia surviving the Merger, and (ii) immediately following the Merger, Liberty Expedia, as the surviving corporation in the Merger and a wholly owned subsidiary of Merger LLC, will merge with and into Merger LLC (the “Upstream Merger”), with Merger LLC surviving the Upstream Merger.

NOW THEREFORE, in consideration of 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. Definitions. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Transaction Agreement.

2. Termination of Transaction Agreement; Occurrence of the Proxy Swap Termination Date. Section 16(c) of the Transaction Agreement permits the parties thereto to amend or modify the Transaction Agreement by written instrument executed by the parties. The parties to the Transaction Agreement desire to amend the definition of “Proxy Swap Termination Date” set forth in the Transaction Agreement. Accordingly, clause (i) of Section 15(b) of the Transaction Agreement is hereby amended to read in its entirety as follows:

“(i) at 11:25 p.m., New York City time, on April 15, 2019;”

3. Termination of Diller Assignment and Malone Proxy. In connection with the occurrence of the Proxy Swap Termination Date pursuant to Paragraph (2) above, the parties acknowledge that (i) the Diller Assignment is hereby terminated pursuant to its terms simultaneously with the occurrence of the Proxy Swap Termination Date, (ii) the Malone Proxy is hereby terminated pursuant to its terms simultaneously with the occurrence of the Proxy Swap Termination Date, (iii) the “Proxy Swap Termination Date” shall simultaneously occur for all purposes under the Transaction Agreement and each other Transaction Instrument and (iv) the Transaction Agreement shall terminate (with the effects set forth in the last paragraph of Section 15(b) thereof).
4. **Consent to Assignment.** The parties to the Transaction Agreement consent to the assignment pursuant to the transactions contemplated by the Merger Agreement of the provisions of the Transaction Agreement that survive any termination of the Transaction Agreement, including Sections 8, 9, 10 and 16 of the Transaction Agreement.

5. **Further Assurances.** At any time or from time to time after the date hereof, the parties agree to cooperate with each other, and at the request of any other party, to execute and deliver any further instruments or documents and to take all such further action as the other party may reasonably request in order to evidence or effectuate the matters contemplated hereby and otherwise to carry out the intent of the parties hereunder.

6. **Effect of Termination of Transaction Agreement.** Upon the termination of the Transaction Agreement, there shall be no further liability or obligation thereunder on the part of any party thereto, and the Transaction Agreement shall thereafter be null and void; provided, that, the rights and obligations of the parties contained in Sections 8, 9, 10 and 16 of the Transaction Agreement shall survive such termination (whether or not such rights and obligations have been invoked prior to such termination), and that no party thereto will be relieved from any liability for a breach of the Transaction Agreement occurring prior to the Proxy Swap Termination Date by reason of such termination; and provided, further, that the irrevocable consent of Qurate Retail set forth in Section 12 of the Transaction Agreement shall not be affected by the foregoing. For the avoidance of doubt, termination of the Transaction Agreement will not affect the continued effectiveness of or the parties' thereto obligations under the Stockholders Agreement, the Governance Agreement, the Stockholders Agreement Assignment, the Governance Agreement Assignment and the Letter Agreement, in each case, in accordance with their respective terms, subject to any amendment, modification or termination thereof executed in accordance with the terms of such agreement.

7. **Amendment and Waiver.** This Amendment may not be amended, modified or waived except in a written instrument executed by the parties; provided, that, Qurate Retail’s consent will not be required if such amendment, modification or waiver does not adversely affect the rights or obligations of Qurate Retail. The failure of any party to enforce any of the provisions of this Amendment shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Amendment in accordance with its terms.

8. **Counterparts.** This Amendment may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

9. **Remedies.** Each party hereto acknowledges that money damages would not be an adequate remedy in the event that any of the covenants or agreements in this Amendment are not performed in accordance with their terms, and it is therefore agreed that in addition to and without limiting any other remedy or right it may have, the non-breaching party will have the right to an injunction, temporary restraining order or other equitable relief in any court of competent jurisdiction enjoining any such breach and enforcing specifically the terms and provisions hereof. All rights, powers and remedies provided under this Amendment or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any thereof by any party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party. In the event that a party institutes any suit or action under this Amendment, including for specific performance or injunctive relief pursuant to this Paragraph 9, the prevailing party in such proceeding shall be entitled to receive the costs incurred thereby in conducting the suit or action, including reasonable fees and expenses of counsel, accountants, consultants and other experts.
10. **Governing Law; Jurisdiction and Venue.** This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law. 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 Amendment and of the documents referred to in this Amendment, and in respect of the matters 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 Amendment 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 exclusively 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 herein 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 AMENDMENT OR THE MATTERS CONTEMPLATED HEREBY.

11. **Interpretation.** When a reference is made in this Amendment to a Section or Paragraph, such reference shall be to a Section or Paragraph of this Amendment unless otherwise indicated. The headings contained in this Amendment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Amendment. Whenever the words “include”, “includes” or “including” are used in this Amendment, 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 Amendment shall refer to this Amendment as a whole and not to any particular provision of this Amendment.
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

LIBERTY EXPEDIA HOLDINGS, INC.

By: /s/ Christopher W. Shean
    Name: Christopher W. Shean
    Title: President and Chief Executive Officer

    /s/ Barry Diller
    Barry Diller

    /s/ John C. Malone
    John C. Malone

    /s/ Leslie Malone
    Leslie Malone

QURATE RETAIL, INC.

By: /s/ Albert E. Rosenthaler
    Name: Albert E. Rosenthaler
    Title: Chief Corporate Development Officer

[Signature Page to Amendment No. 2 to Transaction Agreement]
STOCKHOLDERS AGREEMENT TERMINATION AGREEMENT

This Stockholders Agreement Termination Agreement (this “Agreement”), is made and entered into as of April 15, 2019, by and among Mr. Barry Diller (“Diller”), Liberty Expedia Holdings, Inc., a Delaware corporation (“Liberty Expedia”), LEXEB, LLC, a Delaware limited liability company and a wholly owned subsidiary of Liberty Expedia (“LEXEB”), and LEXE Marginco, LLC, a Delaware limited liability company and a wholly owned subsidiary of Liberty Expedia (“Marginco”).

RECITALS

WHEREAS, Qurate Retail, Inc., a Delaware corporation (f/k/a Liberty Interactive Corporation) ("Qurate Retail"), and Diller have entered into the Amended and Restated Stockholders Agreement, dated as of December 20, 2011 (the “Stockholders Agreement”), as assigned to Liberty Expedia pursuant to the Assignment and Assumption of Stockholders Agreement, dated as of November 4, 2016 (the “Stockholders Agreement Assignment”), by and among Liberty Expedia, Marginco, LEXEB, Qurate Retail and Diller, and as amended by Amendment No. 1 to Stockholders Agreement, dated as of November 4, 2016 (the “Stockholders Agreement Amendment”, and the Stockholders Agreement as so assigned pursuant to the Stockholders Agreement Assignment and as so amended by the Stockholders Agreement Amendment, the “Assigned and Amended Stockholders Agreement”), by and between Liberty Expedia and Diller (each on behalf of itself or himself, as applicable, and the members of their respective Stockholder Groups (as defined in the Assigned and Amended Stockholders Agreement)); and

WHEREAS, simultaneously with the execution of this Agreement, Expedia Group, Inc., a Delaware corporation (“Expedia Group”), Liberty Expedia, LEMS I LLC, a single member Delaware limited liability company and wholly owned subsidiary of Expedia Group (“Merger LLC”), and LEMS II Inc., a Delaware corporation and wholly owned subsidiary of Merger LLC (“Merger Sub”), are entering into the Agreement and Plan of Merger, dated as of April 15, 2019 (as amended pursuant to its terms, the “Merger Agreement”), pursuant to which, upon the terms and subject to the conditions set forth therein, (i) Merger Sub will merge with and into Liberty Expedia (the “Merger”), with Liberty Expedia surviving the Merger, and (ii) immediately following the Merger, Liberty Expedia as the surviving corporation in the Merger and a wholly owned subsidiary of Merger LLC, will merge with and into Merger LLC (the “Upstream Merger”), with Merger LLC surviving the Upstream Merger.

NOW THEREFORE, in consideration of 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. **Definitions.** Capitalized terms used but not defined in this Agreement have the respective meanings assigned to those terms in the Merger Agreement.

2. **Stockholders Agreement Termination.** Liberty Expedia, for itself and on behalf of LEXEB and Marginco, as members of the Liberty Expedia Stockholder Group (as defined in the Assigned and Amended Stockholders Agreement), and Diller, for himself and on behalf of the members of the Diller Stockholder Group (as defined in the Assigned and Amended Stockholders Agreement), each agree, that effective upon the Closing, the Assigned and Amended Stockholders Agreement is terminated (the "Stockholders Agreement Termination") and will thereafter cease to be of any further force and effect, and no party thereto will thereafter have any rights or obligations thereunder. Notwithstanding the foregoing, any liability resulting from a breach of the Assigned and Amended Stockholders Agreement occurring prior to the Stockholders Agreement Termination shall survive any termination thereof pursuant to this Section 2.
3. **Termination/Amendment.** If the Merger Agreement is terminated in accordance with its terms without the Closing having occurred, effective upon such termination, this Agreement shall automatically terminate and immediately cease to be of any further force and effect, and no party hereto will thereafter have any rights or obligations hereunder. This Agreement may also be amended, modified or terminated by mutual consent of the parties hereto in a written instrument.

4. **Counterparts.** This Agreement may be executed in separate counterparts, each of which will be an original and all of which taken together will constitute one and the same agreement.

5. **Further Documents.** If, subsequent to the date hereof, further documents are reasonably requested in order to carry out the provisions and purposes of this Agreement, the parties hereto will execute and deliver such further documents.

[Signature Page Follows]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LIBERTY EXPEDIA HOLDINGS, INC.

By: /s/ Christopher W. Shean
Name: Christopher W. Shean
Title: President and Chief Executive Officer

LEXEB, LLC

By: Liberty Expedia Holdings, Inc. as sole member and manager of
LEXEB, LLC

By: /s/ Christopher W. Shean
Name: Christopher W. Shean
Title: President and Chief Executive Officer

LEXE MARGINCO, LLC

By: Liberty Expedia Holdings, Inc. as sole member and manager of
LEXE Marginco, LLC

By: /s/ Christopher W. Shean
Name: Christopher W. Shean
Title: President and Chief Executive Officer

/s/ Barry Diller
Barry Diller

[Signature Page to Stockholders Agreement Termination Agreement]
GOVERNANCE AGREEMENT TERMINATION AGREEMENT

This Governance Agreement Termination Agreement (this “Agreement”), is made and entered into as of April 15, 2019, by and among Mr. Barry Diller (“Diller”), Expedia Group, Inc., a Delaware corporation (“Expedia Group”), Liberty Expedia Holdings, Inc., a Delaware corporation (“Liberty Expedia”), LEXEB, LLC, a Delaware limited liability company and a wholly owned subsidiary of Liberty Expedia (“LEXEB”), and LEXE Marginco, LLC, a Delaware limited liability company and a wholly owned subsidiary of Liberty Expedia (“Marginco”).

RECITALS

WHEREAS, Expedia Group, Qurate Retail, Inc., a Delaware corporation (f/k/a Liberty Interactive Corporation) (“Qurate Retail”), and Diller have entered into the Amended and Restated Governance Agreement, dated as of December 20, 2011 (the “Governance Agreement”), as assigned to Liberty Expedia pursuant to the Assignment and Assumption of Governance Agreement, dated as of November 4, 2016 (the “Governance Agreement Assignment,” and the Governance Agreement as so assigned pursuant to the Governance Agreement Assignment, the “Assigned Governance Agreement”), by and among Expedia Group, Qurate Retail, Marginco, LEXEB, Diller and Liberty Expedia; and

WHEREAS, simultaneously with the execution of this Agreement, Expedia Group, Liberty Expedia, LEMS I LLC, a single member Delaware limited liability company and wholly owned subsidiary of Expedia Group (“Merger LLC”), and LEMS II Inc., a Delaware corporation and wholly owned subsidiary of Merger LLC (“Merger Sub”), are entering into the Agreement and Plan of Merger, dated as of April 15, 2019 (as amended pursuant to its terms, the “Merger Agreement”), pursuant to which, upon the terms and subject to the conditions set forth therein, (i) Merger Sub will merge with and into Liberty Expedia (the “Merger”), with Liberty Expedia surviving the Merger, and (ii) immediately following the Merger, Liberty Expedia as the surviving corporation in the Merger and a wholly owned subsidiary of Merger LLC, will merge with and into Merger LLC (the “Upstream Merger”), with Merger LLC surviving the Upstream Merger.

NOW THEREFORE, in consideration of 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. Definitions. Capitalized terms used but not defined in this Agreement have the respective meanings assigned to those terms in the Merger Agreement.

2. Governance Agreement Termination. Expedia Group, Liberty Expedia, for itself and on behalf of LEXEB and Marginco, as members of the Liberty Expedia Stockholder Group (as defined in the Assigned Governance Agreement), and Diller, for himself and on behalf of the members of the Diller Stockholder Group (as defined in the Assigned Governance Agreement), each agree, that effective upon the Closing, the Assigned Governance Agreement is terminated (the “Governance Agreement Termination”) and will thereafter cease to be of any further force and effect, and no party thereto will thereafter have any rights or obligations thereunder. Notwithstanding the foregoing, any liability resulting from a breach of the Assigned Governance Agreement occurring prior to the Governance Agreement Termination shall survive any termination thereof pursuant to this Section 2.
3. **Termination/Amendment.** If the Merger Agreement is terminated in accordance with its terms without the Closing having occurred, effective upon such termination, this Agreement shall automatically terminate and immediately cease to be of any further force and effect, and no party hereto will thereafter have any rights or obligations hereunder. This Agreement may also be amended, modified or terminated by mutual consent of the parties hereto in a written instrument.

4. **Counterparts.** This Agreement may be executed in separate counterparts, each of which will be an original and all of which taken together will constitute one and the same agreement.

5. **Further Documents.** If, subsequent to the date hereof, further documents are reasonably requested in order to carry out the provisions and purposes of this Agreement, the parties hereto will execute and deliver such further documents.

[Signature Page Follows]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

EXPEDIA GROUP, INC.
By: /s/ Mark D. Okerstrom  
   Name: Mark D. Okerstrom  
   Title: President and Chief Executive Officer

LIBERTY EXPEDIA HOLDINGS, INC.
By: /s/ Christopher W. Shean  
   Name: Christopher W. Shean  
   Title: President and Chief Executive Officer

LEXEB, LLC
By: Liberty Expedia Holdings, Inc. as sole member and manager of LEXEB, LLC
By: /s/ Christopher W. Shean  
   Name: Christopher W. Shean  
   Title: President and Chief Executive Officer

LEXE MARGINCO, LLC
By: Liberty Expedia Holdings, Inc. as sole member and manager of LEXE Marginco, LLC
By: /s/ Christopher W. Shean  
   Name: Christopher W. Shean  
   Title: President and Chief Executive Officer

/s/ Barry Diller  
Barry Diller

[Signature Page to Governance Agreement Termination Agreement]
ASSUMPTION AND JOINDER AGREEMENT TO TAX SHARING AGREEMENT

This ASSUMPTION AND JOINDER AGREEMENT TO TAX SHARING AGREEMENT is made and entered into as of April 15, 2019 (the "Assumption and Joinder Agreement"), by and among Expedia Group, Inc., a Delaware corporation ("Parent"), Liberty Expedia Holdings, Inc., a Delaware corporation (the "Company"), and Qurate Retail, Inc., a Delaware corporation (f/k/a Liberty Interactive Corporation) ("Qurate Retail"). Capitalized terms used but not defined herein will have the meaning ascribed thereto in the Merger Agreement (as defined below).

WITNESSETH

WHEREAS, Qurate Retail and the Company are parties to the Tax Sharing Agreement, dated as of November 4, 2016 (the "Tax Sharing Agreement");

WHEREAS, simultaneously with the execution of this Assumption and Joinder Agreement, Parent, LEMS II Inc., a Delaware corporation and an indirect wholly owned subsidiary of Parent ("Merger Sub"), LEMS I LLC, a Delaware limited liability company and a wholly owned subsidiary of Parent ("Merger LLC"), and the Company are entering into the Agreement and Plan of Merger, dated as of April 15, 2019 (as amended pursuant to its terms, the "Merger Agreement"), pursuant to which, upon the terms and subject to the conditions set forth therein, (i) Merger Sub will merge (the "Merger") with and into the Company, with the Company surviving the Merger, and (ii) immediately following the Merger, the Company as the surviving corporation in the Merger and a wholly owned subsidiary of Merger LLC, will merge with and into Merger LLC (the "Upstream Merger," and together with the Merger, the "Combination"), with Merger LLC surviving the Upstream Merger (the "Surviving Company");

WHEREAS, as a result of the Combination, the Surviving Company and Parent will become successors to the Company within the meaning of Section 8.2 of the Tax Sharing Agreement, and effective only upon (and subject to the occurrence of) the Closing, any reference to the Company thereunder will become a reference to both the Surviving Company and Parent for all purposes of the Tax Sharing Agreement; and

WHEREAS, in connection with the Merger Agreement and the transactions contemplated thereby, Parent is entering into this Assumption and Joinder Agreement, pursuant to which Parent agrees, effective only upon (and subject to the occurrence of) the Closing, to be bound by and perform all of the covenants and agreements made by the Company (and the Surviving Company) under the Tax Sharing Agreement and to be jointly and severally liable with the Company (and the Surviving Company) for all of the obligations and liabilities of the Company (and the Surviving Company) under the Tax Sharing Agreement (the "Joint Obligations"), and Qurate Retail agrees, effective only upon (and subject to the occurrence of) the Closing, that Parent shall be entitled to exercise and enforce all of the rights of the Company (and the Surviving Company) under the Tax Sharing Agreement (the "Joint Rights").
NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein, the parties to this Assumption and Joinder Agreement hereby agree, effective only as of (and subject to the occurrence of) the Closing, as follows:

Section 1. Assumption and Joinder.

(a) Parent hereby agrees, effective only as of (and subject to the occurrence of) the Closing, (i) to be bound by, perform and observe, the Joint Obligations and (ii) to be jointly and severally liable with the Company (and the Surviving Company) for all of the Joint Obligations.

(b) Qurate Retail hereby agrees, effective only as of (and subject to the occurrence of) the Closing, that Parent, together with the Company (and the Surviving Company), shall be entitled to exercise and enforce all of the Joint Rights.

(c) Effective only as of (and subject to the occurrence of) the Closing, if Parent or any of its successors or assigns shall (i) consolidate with, or merge with or into, any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfer all or substantially all of its properties or assets to any Person (including, for the avoidance of doubt, by cancelling or otherwise eliminating all or substantially all of its properties or assets), then, in each case, Parent or its successors or assigns shall take such action as may be necessary so that such Person (and its successors and assigns) shall assume all of the applicable obligations and be entitled to all of the applicable rights set forth in the Tax Sharing Agreement and this Assumption and Joinder Agreement.

(d) Effective only as of (and subject to the occurrence of) the Closing, if Qurate Retail or any of its successors or assigns shall (i) consolidate with, or merge with or into, any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfer all or substantially all of its properties or assets to any Person (including, for the avoidance of doubt, by cancelling or otherwise eliminating all or substantially all of its properties or assets), then, in each case, Qurate Retail or its successors or assigns shall take such action as may be necessary so that such Person (and its successors and assigns) shall assume all of the applicable obligations and be entitled to all of the applicable rights set forth in the Tax Sharing Agreement and this Assumption and Joinder Agreement.

Section 2. Acceptance by Qurate Retail. Qurate Retail hereby accepts this Assumption and Joinder Agreement, and acknowledges and agrees that, effective only as of (and subject to the occurrence of) the Closing, Parent shall be deemed a party to the Tax Sharing Agreement on the terms set forth herein and therein.

Section 3. Effect on Tax Sharing Agreement. Nothing in this Assumption and Joinder Agreement is intended to constitute, or shall constitute, an amendment, alteration or modification of the Tax Sharing Agreement in any respect, and Qurate Retail and the Company (and following the Upstream Effective Time, the Surviving Company) shall continue to be bound by each and every covenant, agreement, term, condition, obligation, duty and liability of Qurate Retail and the Company, respectively, contained therein. The parties acknowledge and agree that, effective only upon (and subject to the occurrence of) the Closing, both the Surviving Company and Parent will become successors to the Company within the meaning of Section 8.2 of the Tax Sharing Agreement and any reference to the Company thereunder will become a reference to both the Surviving Company and Parent for all purposes of the Tax Sharing Agreement.

2
Section 4. Notices. All notices and other communications to Parent or, following the Closing, the Company under the Tax Sharing Agreement shall be in writing and shall be delivered in person, by facsimile (with confirming copy sent by one of the other delivery methods specified herein), by overnight courier or sent by certified, registered or express air mail, postage prepaid, and shall be deemed given when so delivered in person, or when so received by facsimile or courier, or, if mailed, three (3) calendar days after the date of mailing, as follows:

Expedia Group, Inc.
333 108th Ave NE
Bellevue, WA 98004
Attn: Chief Legal Officer
Email: Separately provided
Facsimile: Separately provided

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

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attn: Andrew J. Nussbaum
Edward J. Lee
Email: AJNussbaum@wlrk.com
EJLee@wlrk.com
Facsimile: (212) 403-2000

Section 5. Binding Effect; Assignment. This Assumption and Joinder 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. Neither this Assumption and Joinder 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. Any assignment in violation of the preceding sentence shall be void.

Section 6. Governing Law; Jurisdiction. This Assumption and Joinder Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assumption and Joinder Agreement will be brought exclusively in the Court of Chancery of the State of Delaware (the “Delaware Chancery Court”), or, if the Delaware Chancery Court does not have subject matter jurisdiction, in the federal courts located in the State of Delaware. Each of the parties hereby consents to personal jurisdiction in any such action, suit or proceeding brought in any such court (and of the appropriate appellate courts therefrom) 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 4 of this Assumption and Joinder Agreement or Section 8.6 of the Tax Sharing Agreement shall be deemed effective service of process on such party. 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 ASSUMPTION AND JOINDER AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY.
Section 7. **Termination/Amendment** If the Merger Agreement is terminated in accordance with its terms without the Closing having occurred, effective upon such termination, this Assumption and Joinder Agreement shall automatically terminate and immediately cease to be of any further force and effect, and no party hereto will thereafter have any rights or obligations hereunder. This Assumption and Joinder Agreement may also be amended, modified or terminated by mutual consent of the parties hereto in a written instrument.

Section 8. **Counterparts.** This Assumption and Joinder 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 Assumption and Joinder Agreement may be delivered by facsimile transmission of a signed copy thereof.

Section 9. **Severability.** Any provision of this Assumption and Joinder Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating 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 determination that any provision of this Assumption and Joinder Agreement is prohibited or unenforceable in any jurisdiction, the parties shall negotiate in good faith to modify this Assignment and Joinder Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the provisions contemplated hereby are consummated as originally contemplated to the fullest extent possible.

Section 10. **Amendments; Waivers.** Any provision of this Assumption and Joinder Agreement 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 hereto, or in the case of a waiver, by the party against whom the waiver is to be effective. 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. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable Law. Any consent provided under this Assumption and Joinder Agreement must be in writing, signed by the party against whom enforcement of such consent is sought.

Section 11. **Headings.** The headings contained in this Assumption and Joinder Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Assumption and Joinder Agreement.

[Signature Page Follows]
IN WITNESS WHEREOF, the parties hereto have executed this Assumption and Joinder Agreement as of the day and year first above written.

EXPEDIA GROUP, INC.

By: /s/ Mark D. Okerstrom
Name: Mark D. Okerstrom
Title: President and Chief Executive Officer

LIBERTY EXPEDIA HOLDINGS, INC.

By: /s/ Christopher W. Shean
Name: Christopher W. Shean
Title: President and Chief Executive Officer

QURATE RETAIL, INC.

By: /s/ Albert E. Rosenthaler
Name: Albert E. Rosenthaler
Title: Chief Corporate Development Officer

[Signature Page to Tax Sharing Agreement Assumption and Joinder Agreement]
ASSUMPTION AGREEMENT
CONCERNING
TRANSACTION AGREEMENT OBLIGATIONS

This ASSUMPTION AGREEMENT CONCERNING TRANSACTION AGREEMENT OBLIGATIONS is made and entered into as of April 15, 2019 (the “Assumption Agreement”), by and among Expedia Group, Inc., a Delaware corporation (“Parent”), Liberty Expedia Holdings, Inc., a Delaware corporation (the “Company”), Qurate Retail, Inc., a Delaware corporation (f/k/a Liberty Interactive Corporation) (“Qurate Retail”), Mr. Barry Diller (“Diller”), Mr. John C. Malone (“Malone”) and Mrs. Leslie Malone (“Mrs. Malone” and, together with Malone, the “Malone Group”). Capitalized terms used but not defined herein will have the meaning ascribed thereto in the Merger Agreement (as defined below).

W I T N E S S E T H

WHEREAS, the Company, Qurate Retail, the members of the Malone Group and Diller previously entered into an Amended and Restated Transaction Agreement, dated as of September 22, 2016, as amended by the letter agreement dated March 6, 2018 (the “Pre-Amendment Transaction Agreement”), which Pre-Amendment Transaction Agreement was further amended (as so amended, the “Transaction Agreement”) by Amendment No. 2 to the Transaction Agreement, dated April 15, 2019, among the parties to the Pre-Amendment Transaction Agreement (“Amendment No. 2 to the Transaction Agreement”);

WHEREAS, pursuant to the provisions of Amendment No. 2 to the Transaction Agreement and the Transaction Agreement, on April 15, 2019, the Transaction Agreement terminated in accordance with its terms, with the effects set forth in the last paragraph of Section 15(b) thereof, providing for, among other things, the survival following such termination of Section 8 of the Transaction Agreement;

WHEREAS, Qurate Retail and the Company are joint and several obligors with respect to certain indemnity obligations to the members of the Malone Group and Diller pursuant to Section 8 of the Transaction Agreement (the obligations set forth in Section 8 together with the portions of Sections 1 and 16 of the Transaction Agreement related thereto surviving the termination of the Transaction Agreement, the “Continuing Obligations”) and are entitled to certain rights pursuant to Section 8 of the Transaction Agreement (the rights set forth in Section 8, together with the portions of Sections 1 and 16 of the Transaction Agreement related thereto surviving the termination of the Transaction Agreement, the “Continuing Rights”);

WHEREAS, simultaneously with the execution of this Assumption Agreement, Parent, LEMS II Inc., a Delaware corporation and an indirect wholly owned subsidiary of Parent (“Merger Sub”), LEMS I LLC, a Delaware limited liability company and a wholly owned subsidiary of Parent (“Merger LLC”), and the Company are entering into the Agreement and Plan of Merger, dated as of April 15, 2019 (as amended pursuant to its terms, the “Merger Agreement”), pursuant to which, upon the terms and subject to the conditions set forth therein, (i) Merger Sub will merge with and into the Company, with the Company surviving the Merger, and (ii) immediately following the Merger, the Company as the surviving corporation in the Merger and a wholly owned subsidiary of Merger LLC, will merge with and into Merger LLC (the “Upstream Merger”), with Merger LLC surviving the Upstream Merger (the “Surviving Company”); and
WHEREAS, in connection with the Merger Agreement and the transactions contemplated thereby, Parent is entering into this Assumption Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein, the parties to this Assumption Agreement hereby agree, effective only as of (and subject to the occurrence of) the Closing, as follows:

Section 1. Assumption.

(a) Parent hereby agrees, effective only as of (and subject to the occurrence of) the Closing, (i) to be bound by, perform and observe, the Continuing Obligations and (ii) to be jointly and severally liable with the Company (and the Surviving Company and Qurate Retail) for all of the Continuing Obligations.

(b) Qurate Retail hereby agrees, effective only as of (and subject to the occurrence of) the Closing, that Parent, together with the Company (and the Surviving Company), shall be entitled to exercise and enforce all of the Continuing Rights.

(c) Effective only as of (and subject to the occurrence of) the Closing, if Parent or any of its successors or assigns shall (i) consolidate with, or merge with or into, any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfer all or substantially all of its properties or assets to any Person (including, for the avoidance of doubt, by cancelling or otherwise eliminating all or substantially all of its properties or assets), then, in each case, Parent or its successors or assigns shall take such action as may be necessary so that such Person (and its successors and assigns) shall assume all of the Continuing Obligations and be entitled to all of the Continuing Rights applicable to Parent set forth in this Assumption Agreement.

(d) Effective only as of (and subject to the occurrence of) the Closing, if Qurate Retail or any of its successors or assigns shall (i) consolidate with, or merge with or into, any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfer all or substantially all of its properties or assets to any Person (including, for the avoidance of doubt, by cancelling or otherwise eliminating all or substantially all of its properties or assets), then, in each case, Qurate Retail or its successors or assigns shall take such action as may be necessary so that such Person (and its successors and assigns) shall assume all of the Continuing Obligations and be entitled to all of the Continuing Rights applicable to Qurate Retail set forth in this Assumption Agreement.

Section 2. Acceptance by Parties. Each of the Company, Qurate Retail, Diller, Malone and Mrs. Malone hereby accepts, effective only as of (and subject to the occurrence of) the Closing, this Assumption Agreement.

Section 3. Effect on the Transaction Agreement Provisions; Consent. Nothing in this Assumption Agreement is intended to constitute, or shall constitute, an amendment, alteration or modification of the provisions of the Transaction Agreement that survived termination of the Transaction Agreement in any respect, and Qurate Retail and the Company (and following the Upstream Effective Time, the Surviving Company) shall continue to be bound by each and every covenant, agreement, term, condition, obligation, duty and liability of the Qurate Retail and Company, respectively, contained therein.

Each of Parent, the Company, Qurate Retail, Diller, Malone and Mrs. Malone hereby irrevocably consents to the assignment by the Surviving Corporation of all its rights, benefits and obligations under this Assumption Agreement and the provisions of the Transaction Agreement that survived termination of the Transaction Agreement, to the Surviving Company in connection with the consummation of the Upstream Merger.

Section 4. Amendment and Waiver. This Assumption Agreement may not be amended, modified, or waived except in a written instrument executed by the parties hereto. Any amendment, waiver or modification of this Assumption Agreement without such consent shall be null and void. The failure of any party to enforce any of the provisions of this Assumption Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Assumption Agreement in accordance with its terms.

Section 5. Notices. Any notices or other communications to Parent or, following the Closing, the Company required or permitted under, or otherwise in connection with the Continuing Obligations or Continuing Rights, 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 (i) national overnight courier or (ii) 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 Parent as set forth below:

Expedia Group, Inc.
333 108th Ave NE
Bellevue, WA 98004
Attn: Chief Legal Officer
Email: Separately provided
Facsimile: Separately provided
or such other address, email address or facsimile number as Parent may hereafter specify by notice (as contemplated by this sentence) to the other parties hereto, and to any other party, to such party as set forth in Section 16(j) of the Transaction Agreement (as such Section 16(j) survived termination of the Transaction Agreement).

Section 6. Binding Effect; Assignment. Neither this Assumption Agreement nor any of the rights or obligations under this Assumption Agreement shall be assigned by any party without the prior written consent of the other parties hereto. Any assignment in violation of the preceding sentence shall be void. This Assumption Agreement shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

Section 7. Governing Law; Jurisdiction and Venue. This Assumption Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof. 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 Assumption Agreement and of the documents referred to in this Assumption Agreement, and in respect of the matters 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 Assumption 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 exclusively 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 herein or in Section 16(j) of the Transaction Agreement 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 ASSUMPTION AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY.
Section 8. **Termination/Amendment.** If the Merger Agreement is terminated in accordance with its terms without the Closing having occurred, effective upon such termination, this Assumption Agreement shall automatically terminate and immediately cease to be of any further force and effect, and no party hereto will thereafter have any rights or obligations hereunder. This Assumption Agreement may also be amended, modified or terminated by mutual consent of the parties hereto in a written instrument.

Section 9. **Counterparts.** This Assumption Agreement may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

Section 10. **Severability.** Whenever possible, each provision (or portion thereof) of this Assumption Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision (or portion thereof) of this Assumption Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, then such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Assumption Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 11. **Headings.** The headings contained in this Assumption Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assumption Agreement.

[Signature Page Follows]
IN WITNESS WHEREOF, the parties hereto have executed this Assumption Agreement as of the day and year first above written.

**EXPEDIA GROUP, INC.**

By: /s/ Mark D. Okerstrom  
Name: Mark D. Okerstrom  
Title: President and Chief Executive Officer

**LIBERTY EXPEDIA HOLDINGS, INC.**

By: /s/ Christopher W. Shean  
Name: Christopher W. Shean  
Title: President and Chief Executive Officer

**QURATE RETAIL, INC.**

By: /s/ Albert E. Rosenthaler  
Name: Albert E. Rosenthaler  
Title: Chief Corporate Development Officer

/s/ Barry Diller  
Barry Diller

/s/ John C. Malone  
John C. Malone

/s/ Leslie Malone  
Leslie Malone

[Signature Page to Assumption Agreement]
ASSUMPTION AND JOINDER AGREEMENT
TO
REORGANIZATION AGREEMENT

This ASSUMPTION AND JOINDER AGREEMENT TO REORGANIZATION AGREEMENT is made and entered into as of April 15, 2019 (the “Assumption and Joinder Agreement”), by and among Expedia Group, Inc., a Delaware corporation (“Parent”), Liberty Expedia Holdings, Inc., a Delaware corporation (the “Company”), and Qurate Retail, Inc., a Delaware corporation (f/k/a Liberty Interactive Corporation) (“Qurate Retail”). Capitalized terms used but not defined herein will have the meaning ascribed thereto in the Merger Agreement (as defined below).

W IT N E S S E T H

WHEREAS, Qurate Retail and the Company are parties to the Reorganization Agreement, dated as of October 26, 2016 (the “Reorganization Agreement”);

WHEREAS, simultaneously with the execution of this Assumption and Joinder Agreement, Parent, LEMS II Inc., a Delaware corporation and an indirect wholly owned subsidiary of Parent (“Merger Sub”), LEMS I LLC, a Delaware limited liability company and a wholly owned subsidiary of Parent (“Merger LLC”), and the Company are entering into the Agreement and Plan of Merger, dated as of April 15, 2019 (as amended pursuant to its terms, the “Merger Agreement”), pursuant to which, upon the terms and subject to the conditions set forth therein, (i) Merger Sub will merge (the “Merger”) with and into the Company, with the Company surviving the Merger, and (ii) immediately following the Merger, the Company as the surviving corporation in the Merger and a wholly owned subsidiary of Merger LLC, will merge with and into Merger LLC (the “Upstream Merger”), with Merger LLC surviving the Upstream Merger (the “Surviving Company”); and

WHEREAS, in connection with the Merger Agreement and the transactions contemplated thereby, Parent is entering into this Assumption and Joinder Agreement, pursuant to which Parent agrees, effective only upon (and subject to the occurrence of) the Closing, to be bound by and perform all of the covenants and agreements made by the Company (and the Surviving Company) under the Reorganization Agreement and to be jointly and severally liable with the Company (and the Surviving Company) for all of the obligations and liabilities of the Company (and the Surviving Company) under the Reorganization Agreement (the “Assumed Obligations”), and Qurate Retail agrees, effective only upon (and subject to the occurrence of) the Closing, that Parent shall be entitled to exercise and enforce all of the rights of the Company (and the Surviving Company) under the Reorganization Agreement (the “Assumed Rights”).
NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein, the parties to this Assumption and Joinder Agreement hereby agree, effective only as of (and subject to the occurrence of) the Closing, as follows:

Section 1. Assumption and Joinder.

(a) Parent hereby agrees, effective only as of (and subject to the occurrence of) the Closing, (i) to be bound by, perform and observe, the Assumed Obligations and (ii) to be jointly and severally liable with the Company (and the Surviving Company) for all of the Assumed Obligations.

(b) Qurate Retail hereby agrees, effective only as of (and subject to the occurrence of) the Closing, that Parent, together with the Company (and the Surviving Company), shall be entitled to exercise and enforce all of the Assumed Rights.

(c) Effective only as of (and subject to the occurrence of) the Closing, if Parent or any of its successors or assigns shall (i) consolidate with, or merge with or into, any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfer all or substantially all of its properties or assets to any Person (including, for the avoidance of doubt, by cancelling or otherwise eliminating all or substantially all of its properties or assets), then, in each case, Parent or its successors or assigns shall take such action as may be necessary so that such Person (and its successors and assigns) shall assume all of the applicable obligations and be entitled to all of the applicable rights set forth in the Reorganization Agreement and this Assumption and Joinder Agreement.

(d) Effective only as of (and subject to the occurrence of) the Closing, if Qurate Retail or any of its successors or assigns shall (i) consolidate with, or merge with or into, any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfer all or substantially all of its properties or assets to any Person (including, for the avoidance of doubt, by cancelling or otherwise eliminating all or substantially all of its properties or assets), then, in each case, Qurate Retail or its successors or assigns shall take such action as may be necessary so that such Person (and its successors and assigns) shall assume all of the applicable obligations and be entitled to all of the applicable rights set forth in the Reorganization Agreement and this Assumption and Joinder Agreement.

Section 2. Acceptance by Qurate Retail. Qurate Retail hereby accepts this Assumption and Joinder Agreement, and acknowledges and agrees that, effective only as of (and subject to the occurrence of) the Closing, Parent shall be deemed a party to the Reorganization Agreement on the terms set forth herein and therein.

Section 3. Effect on the Reorganization Agreement. Nothing in this Assumption and Joinder Agreement is intended to constitute, or shall constitute, an amendment, alteration or modification of the Reorganization Agreement in any respect, and Qurate Retail and the Company (and following the Upstream Effective Time, the Surviving Company) shall continue to be bound by each and every covenant, agreement, term, condition, obligation, duty and liability of the Qurate Retail and Company, respectively, contained therein.
Section 4. **Notices.** All notices and other communications to Parent or, following the Closing, the Company under the Reorganization Agreement shall be in writing and shall be delivered in person, by facsimile (with confirming copy sent by one of the other delivery methods specified herein), by overnight courier or sent by certified, registered or express air mail, postage prepaid, and shall be deemed given when so delivered in person, or when so received by facsimile or courier, or, if mailed, three (3) calendar days after the date of mailing, as follows:

Expedia Group, Inc.
333 108th Ave NE
Bellevue, WA 98004
Attn: Chief Legal Officer
Email: Separately provided
Facsimile: Separately provided

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

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attn: Andrew J. Nussbaum
Edward J. Lee
Email: AJNussbaum@wlrk.com
EJLee@wlrk.com
Facsimile: (212) 403-2000

Section 5. **Binding Effect; Assignment.** This Assumption and Joinder 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. Neither this Assumption and Joinder 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. Any assignment in violation of the preceding sentence shall be void.

Section 6. **Governing Law; Jurisdiction.** This Assumption and Joinder Agreement and the legal relations among the parties hereto will be governed in all respects, including validity, interpretation and effect, by the laws of the State of Delaware applicable to contracts made and performed wholly therein, without giving effect to any choice or conflict of laws provisions or rules that would cause the application of the laws of any other jurisdiction. Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Assumption and Joinder Agreement, and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Assumption and Joinder Agreement, and the rights and obligations arising hereunder brought by the other party hereto or its successors or assigns, shall be brought and determined exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware). Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Assumption and Joinder Agreement or the matters contemplated hereby in any court other than the aforesaid courts. Each of the parties hereto hereby irrevocably agrees that it is not personally subject to the jurisdiction of such courts for any reason other than the failure to serve in accordance with Section 4 and this Section 6, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by applicable law, any claim that the suit, action or proceeding in such court is brought in an inconvenient forum, the venue of such suit, action or proceeding is improper or this Assumption and Joinder Agreement or the subject matter hereof may not be enforced in or by such courts. 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 4 or Section 7.3 of the Reorganization Agreement shall be deemed effective service of process on such party. 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 ASSUMPTION AND JOINDER AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY.

---

3
Section 7. **Termination/Amendment.** If the Merger Agreement is terminated in accordance with its terms without the Closing having occurred, effective upon such termination, this Assumption and Joinder Agreement shall automatically terminate and immediately cease to be of any further force and effect, and no party hereto will thereafter have any rights or obligations hereunder. This Assumption and Joinder Agreement may also be amended, modified or terminated by mutual consent of the parties hereto in a written instrument.

Section 8. **Counterparts.** This Assumption and Joinder 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 Assumption and Joinder Agreement may be delivered by facsimile transmission of a signed copy thereof.

Section 9. **Severability.** Any provision of this Assumption and Joinder Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating 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 determination that any provision of this Assumption and Joinder Agreement is prohibited or unenforceable in any jurisdiction, the parties shall negotiate in good faith to modify this Assignment and Joinder Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the provisions contemplated hereby are consummated as originally contemplated to the fullest extent possible.

Section 10. **Amendments; Waivers.** Any provision of this Assumption and Joinder Agreement 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 hereto, or in the case of a waiver, by the party against whom the waiver is to be effective. 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. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable Law. Any consent provided under this Assumption and Joinder Agreement must be in writing, signed by the party against whom enforcement of such consent is sought.

Section 11. **Headings.** The headings contained in this Assumption and Joinder Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Assumption and Joinder Agreement.

[Signature Page Follows]
IN WITNESS WHEREOF, the parties hereto have executed this Assumption and Joinder Agreement as of the day and year first above written.

EXPEDIA GROUP, INC.
By: /s/ Mark D. Okerstrom  
Name: Mark D. Okerstrom  
Title: President and Chief Executive Officer

LIBERTY EXPEDIA HOLDINGS, INC.
By: /s/ Christopher W. Shean  
Name: Christopher W. Shean  
Title: President and Chief Executive Officer

QURATE RETAIL, INC.
By: /s/ Albert E. Rosenthaler  
Name: Albert E. Rosenthaler  
Title: Chief Corporate Development Officer

[Signature Page to Reorganization Agreement Assumption and Joinder Agreement]
BELLEVUE, Wash. and ENGLEWOOD, Colorado, April 16, 2019 – Expedia Group, Inc. (NASDAQ: EXPE) and Liberty Expedia Holdings, Inc. (“Liberty Expedia”) (NASDAQ: LEXEA, LEXEB) announced today that they have entered into a definitive agreement under which Expedia Group has agreed to acquire Liberty Expedia in an all-stock transaction. Liberty Expedia’s principal asset is approximately 23.9 million shares of Expedia Group (consisting of 11.1 million shares of Expedia Group common stock and 12.8 million shares of Expedia Group Class B common stock).

Under the terms of the agreement, each holder of Liberty Expedia Series A common stock and Series B common stock (collectively, “Liberty Expedia common stock”) will receive 0.360 of a share of Expedia Group common stock. As a result of this transaction, Expedia Group expects to retire, on a net basis, approximately 3.1 million shares, and former holders of Liberty Expedia common stock are expected to own, in the aggregate, shares of Expedia Group common stock representing approximately 14% of the total number of outstanding shares of Expedia Group common stock and Class B common stock, based on approximately 140 million shares of Expedia Group common stock and approximately 5.7 million shares of Expedia Group Class B common stock currently expected to be outstanding at the closing of the transaction.

In connection with the acquisition, Barry Diller, Chairman and Senior Executive of Expedia Group, is expected to exchange up to 5.7 million shares of Expedia Group common stock for an equal number of shares of Expedia Group Class B common stock (the “Diller Exchange”) and enter into a new governance agreement regarding his ownership interest in Expedia Group. As a result of the transaction, Mr. Diller will own approximately 29% of the voting power of the company, and Expedia Group will no longer be a controlled company under applicable Nasdaq rules. The new governance agreement will include rights to increase his holdings in Class B common stock, subject to certain restrictions and circumstances under which these additionally acquired shares of Class B common stock automatically convert into Expedia Group common stock, all as further described in Expedia Group’s Form 8-K filed with the Securities and Exchange Commission.

The Boards of Directors of both companies approved the transaction, which is subject to the completion of the Diller Exchange and customary closing conditions, including approval by holders of a majority of the aggregate voting power of the Liberty Expedia common stock and the receipt of any applicable regulatory approvals. The transaction was recommended to the Expedia Group Board of Directors for approval by a special committee composed of independent, disinterested directors and advised by independent financial and legal advisors. The Board of Directors of Liberty Expedia has recommended that its stockholders vote in favor of the transaction. In addition, John C. Malone, the Chairman of the Board of Liberty Expedia, and his wife have agreed to vote shares beneficially owned by them, representing approximately 32% of the aggregate voting power of Liberty Expedia, in favor of the transaction. The companies expect the transaction to close in the summer of 2019, at which point all Liberty Expedia nominees to the Expedia Group Board of Directors would step down.

“This transaction marks an important milestone in the evolution of Expedia Group. It represents a strong benefit to our shareholders – simplifying and improving our corporate and governance structure and effecting a meaningful reduction in our share count,” said Mark Okerstrom, President and Chief Executive Officer, Expedia Group. “We thank Liberty for their great partnership over the years.”

“We are pleased to have reached an agreement with Expedia Group on this important transaction,” said Dr. Malone, Chairman of Liberty Expedia. “I have enjoyed being a part of the company’s evolution over the years, dating back to our initial involvement through IAC and growing into the global travel platform it is today. We look forward to continued progress with leadership from Barry Diller and Mark Okerstrom as they continue to evolve Expedia Group.”

“This road, frequently travelled since 1994, between me, John Malone, and Liberty Media, has produced much success, none of which could have been possible without Dr. Malone’s encouragement and support,” said Barry Diller, Chairman and Senior Executive, Expedia Group. “While the formal partnership ends with this transaction, my gratitude to John and Liberty will never end for giving me the opportunity to begin the journey.”
Prior to executing the transaction agreements, the parties terminated the proxy swap arrangements that had been in place since Liberty Expedia’s 2016 split-off from then-Liberty Interactive Corporation. As a result, Mr. Diller may again exercise his right to vote Liberty Expedia’s shares of Expedia Group stock pursuant to his legacy proxy, and Mr. Diller no longer holds a proxy over shares of Liberty Expedia common stock beneficially owned by Dr. Malone. Although the proxy swap arrangements have terminated, Liberty Expedia is not required to register as an investment company or avail itself of any related safe harbors because of its pending acquisition by Expedia Group.

**About Expedia Group**

Expedia Group (NASDAQ: EXPE) is the world's travel platform. We help knock down the barriers to travel, making it easier, more enjoyable, more attainable and more accessible. We are here to bring the world within reach for customers and partners around the globe. We leverage our platform and technology capabilities across an extensive portfolio of businesses and brands to orchestrate the movement of people and the delivery of travel experiences on both a local and global basis. Our family of travel brands includes: Brand Expedia®, Hotels.com®, Expedia® Partner Solutions, Egencia®, trivago®, HomeAway®, VRBO®, Orbitz®, Travelocity®, Wotif®, lastminute.com.au®, ebookers®, CheapTickets®, Hotwire®, Classic Vacations®, Expedia Group™ Media Solutions, CarRentals.com™, Expedia Local Expert®, Expedia® CruiseShipCenters®, SilverRail™, ALICE® and Traveldoo®. For more information, visit www.expeidiogroup.com.

© 2019 Expedia, Inc. All rights reserved. Trademarks and logos are the property of their respective owners. CST: 2029030-50

**About Liberty Expedia Holdings, Inc.**

Liberty Expedia Holdings, Inc.’s (Nasdaq: LEXEA, LEXEB) principal assets consist of its interest in Expedia Group and its subsidiary Vitalize, LLC (referred to as “Bodybuilding.com”). Expedia is an online travel company, empowering business and leisure travelers with the tools and information they need to efficiently research, plan, book and experience travel. Bodybuilding is primarily an Internet retailer of dietary supplements, sports nutrition products, and other health and wellness products.

**Caution Regarding Forward-Looking Statements**

This communication includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These forward-looking statements generally can be identified by phrases such as “plan,” “target,” “goal,” “believes,” “intends,” “expects,” “anticipates,” “foresees,” “forecasts,” “estimates” or other words or phrases of similar import or future or conditional verbs such as will, may, might, should, would, could, or similar variations. Similarly, statements herein that describe the proposed transaction, including its financial and operational impact, and other statements of the parties’ or management’s plans, expectations, objectives, projections, beliefs, intentions, goals, and statements about the benefits of the proposed transaction, the expected timing of completion of the proposed transaction, and other statements that are not historical facts are also forward-looking statements. It is uncertain whether any of the events anticipated by the forward-looking statements will transpire or occur, or if any of them do, what impact they will have on the results of operations and financial condition of the combined companies or the price of Expedia Group or Liberty Expedia stock. These forward-looking statements involve certain risks and uncertainties, many of which are beyond the parties’ control, that could cause actual results to differ materially from those indicated in such forward-looking statements, including, but not limited to, the unpredictability of the commercial success of the Expedia Group’s or Liberty Expedia’s respective businesses or operations; risks related to the Expedia Group’s or Liberty Expedia’s acquisition and integration of acquired businesses; the effects of dispositions of businesses or assets; technological changes and other trends affecting the travel industry; potential adverse reactions or changes to business or employee relationships, including those resulting from the announcement or completion of the transactions; competitive responses to the transactions; the ability of the parties to consummate the proposed transaction on a timely basis or at all and the satisfaction of the conditions precedent to consummation of the proposed transaction, including, but not limited to, approval by Liberty Expedia’s stockholders; the possibility that the transactions may be more expensive to complete than anticipated, including as a result of unexpected factors or events; the ability of Liberty Expedia and Mr. Diller to consummate the initial exchange transaction; the ability of Expedia Group to implement its plans, forecasts and other expectations with respect to Liberty Expedia’s business after the completion of the proposed transaction and realize expected benefits; business disruption following the transactions; the proposed transaction may not be completed on the timeframe expected or at all; diversion of management’s attention from ongoing business operations and opportunities; litigation relating to the transactions and the other risks and important factors contained and identified in Expedia Group’s and Liberty Expedia’s filings with the SEC, such as their respective Quarterly Reports on Form 10-Q and Annual Reports on Form 10-K, any of which could cause actual results to differ materially from the forward-looking statements, the registration statement on Form S-4 to be filed by Expedia Group and the proxy statement of Expedia Group with respect to the vote of its stockholders to approve the transactions (to be included as part of the Expedia Group registration statement on Form S-4). As a result of these and other risks, the proposed transaction may not be completed on the timeframe expected or at all.
All forward-looking statements speak only as of the date they are made and are based on information available at that time. Neither Liberty Expedia nor the Expedia Group assumes any obligation to update forward-looking statements to reflect circumstances or events that occur after the date the forward-looking statements were made or to reflect the occurrence of unanticipated events except as required by federal securities laws. As forward-looking statements involve significant risks and uncertainties, caution should be exercised against placing undue reliance on such statements.

Additional Information

In connection with the proposed transaction, Expedia Group will file a registration statement on Form S-4, which will include a document that serves as a prospectus of Expedia Group and a proxy statement of Liberty Expedia (the "proxy statement/prospectus"), and each party will file other documents regarding the proposed transaction with the SEC. The proposed transaction involving Liberty Expedia and the Expedia Group will be submitted to Liberty Expedia’s stockholders for their consideration. This communication does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval. INVESTORS AND SECURITY HOLDERS OF THE COMPANY AND LIBERTY EXPEDIA ARE URGED TO READ THE REGISTRATION STATEMENT AND THE PROXY STATEMENT/PROSPECTUS REGARDING THE COMBINATION AND OTHER RELEVANT DOCUMENTS FILED WITH THE SEC, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THOSE DOCUMENTS, WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION. A definitive proxy statement/prospectus will be sent to Liberty Expedia stockholders. Investors and security holders will be able to obtain the registration statement and the proxy statement/prospectus free of charge from the SEC’s website or from Expedia Group or Liberty Expedia. The documents filed by Expedia Group with the SEC may be obtained free of charge at Expedia Group’s website at www.expediagroup.com or at the SEC’s website at www.sec.gov. These documents may also be obtained free of charge from Expedia Group by contacting Expedia Group’s Investor Relations department at (425) 679-3759. The documents filed by Liberty Expedia with the SEC may be obtained free of charge at Liberty Expedia’s website at www.libertyexpedia.com or at the SEC’s website at www.sec.gov. These documents may also be obtained free of charge from Liberty Expedia by requesting them by mail at Liberty Expedia Holdings, Inc., 12300 Liberty Boulevard, Englewood, Colorado 80112, Attention: Investor Relations, Telephone (844) 795-9468.

Participants in the Solicitation

Expedia Group and Liberty Expedia and their respective directors and executive officers and other members of management and employees may be deemed to be participants in the solicitation of proxies in respect of the proposed transaction. Information about Expedia Group’s directors and executive officers is available in Expedia Group’s proxy statement dated April 30, 2018, for its 2018 annual meeting of stockholders, and its Current Reports on Form 8-K filed with the SEC on June 22, 2018 and March 21, 2019. Information about Liberty Expedia’s directors and executive officers is available in Liberty Expedia’s proxy statement dated April 27, 2018, for its 2018 annual meeting of stockholders. Other information regarding the participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the proxy statement/prospectus and other relevant materials to be filed with the SEC regarding the proposed transaction when they become available. Investors should read the proxy statement/prospectus carefully when it becomes available before making any voting or investment decisions. You may obtain free copies of these documents from Expedia Group or Liberty Expedia as indicated above.

No Offer or Solicitation

This communication shall not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the U.S. Securities Act of 1933, as amended.

Press

For Expedia Group: Dave McNamee / dmcnamee@expediagroup.com
For Liberty Expedia Holdings, Inc.: investor@libertyexpedia.com

###