

# THOMPSON COBURN LLP

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June 28, 2012

Warren L. Dean, Jr.  
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Randy Babbitt  
2084 Lake Audubon Drive  
Reston, VA 20191

Re: Aviation Operations Audit  
Charter Communications Holding Company, LLC

Dear Randy:

This will confirm our understanding of the arrangements made for you to provide assistance in the above matter. Neither our firm nor you are aware of any situations that would constitute a conflict of interest or would impair your ability to objectively provide assistance in the above matter. If at any time conflicts of interest arise or become known to you that may impair your ability to perform objectively, please immediately bring any such potential conflicts to our attention so that we may discuss the possible effects on our arrangement.

Your work, to be performed under our direction, is to provide assistance and consultation to Thompson Coburn LLP regarding the review of an email sent by one of Charter's pilots to its management regarding the operation of the company's corporate aircraft. In particular, we would like you to review the email and determine if there are any foundations for the safety questions raised therein. You will let us know if there is an immediate problem and will recommend a course of action. In addition, we would like you to perform an audit of Charter's corporate aviation operation including but not limited to interviews with relevant employees, records review, audits of training and check rides, scheduling practices and operational standards. We expect that you would provide the results of your findings through a presentation, discussion with appropriate executives and a full written report.

If we determine that you are needed to serve as expert witness or provide additional assistance, that work will be the subject of a separate engagement letter.

Please understand that all communications between us, as well as any materials or information you receive or develop pursuant to this arrangement, whether oral or written, are protected by applicable legal privileges and, therefore, must be treated as confidential.

Accordingly, by executing this letter agreement, you agree, subject to applicable law or court order, not to disclose any of our communications, or any of the information you receive or develop in the course of your work, to any person or entity apart from our firm or such other

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persons or entities as we may designate. If access to or disclosure of any of the materials in your possession relating to this arrangement is sought by a third party, you will promptly notify us of such action, tender to us your defense in responding to such a request and cooperate with us concerning your response thereto.

You have estimated that the total fee for the work associated with this proposal will be \$48,200, based on the rates set forth in Schedule 1 attached hereto. In addition to the fees for your services, we will reimburse you for actual expenses incurred, estimated to be approximately \$6,000. You will submit invoices to Thompson Coburn on a monthly basis. These invoices will be due and payable sixty (60) days after receipt.

If the agreement is acceptable to you, please sign and date a copy and return it to my attention.

We look forward to working with you in this engagement.

Very truly yours,

Thompson Coburn LLP

By

  
Warren L. Dean, Jr.

Schedule 1

Outline of Fees Associated with Proposal and Draft Cost Estimate

<u>Consultant</u>	<u>Action</u>	<u>Days</u>	<u>Hours</u>	<u>Cost</u>	<u>Totals</u>
<b>Babbitt</b>	Initial Interviews & Inspection	2		\$8,000	
	Travel R/T (Two trips) Half day each way	2		\$8,000	
	Initial Draft Report & Presentation & Recommendations	2		\$8,000	
	Presentation of findings & interviews and report	1		\$4,000	\$28,000
<b>McGraw</b>	Initial interviews & Inspection	2		\$4,400	
	Travel R/T (Two trips) Half day each way	2		\$4,400	
	Initial Draft Report & Presentation & Recommendations	2		\$4,400	
	Presentation of findings & interviews and report	1		\$2,200	\$15,400
<b>Smyly</b>	Review of Scheduling & Training records		12	\$1,800	
	Travel R/T (One trip)		8	\$1,200	
	Draft Analysis & Report		12	\$1,800	\$4,800
	Transportation, Meals & Lodging (Daily Estimated PP)	12		\$6,000	\$6,000
					<u>\$54,200</u>

<b>Rates</b>	RB	\$4,000	
	JM	\$2,200	
	JS		\$150
	Average Estimated Daily travel expense / Away from base	\$500	