

**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): **October 2, 2009**

LIBERTY MEDIA CORPORATION

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	001-33982 (Commission File Number)	84-1288730 (I.R.S. Employer Identification No.)
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12300 Liberty Blvd.
Englewood, Colorado 80112
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: **(720) 875-5400**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement

On October 2, 2009, Liberty Media Corporation (**Liberty**) and Liberty Entertainment, Inc., a wholly owned subsidiary of Liberty (**LEI**), entered into amendment No. 2 (the **Merger Agreement Amendment**) to the previously announced agreement and plan of merger (as amended, the **Merger Agreement**) with The DIRECTV Group, Inc. (**DIRECTV**), and the other parties named therein, relating to the combination of DIRECTV with LEI, a company to be split-off from Liberty, resulting in LEI and DIRECTV becoming wholly-owned subsidiaries of a new parent company (**Holdings**).

The Merger Agreement Amendment, among other things, (i) provides that the split-off may not be completed prior to (x) the satisfaction of the conditions precedent to the Mergers (as defined in the Merger Agreement) (other than those which by their terms are to be satisfied at the closing) or the waiver thereof, if applicable, or (y) the termination of the Merger Agreement, (ii) changes the date upon which either party may terminate the Merger Agreement to December 29, 2009 and (iii) memorializes certain of the terms of the agreement in principle reached with the plaintiffs in the DIRECTV stockholder litigation described below.

The terms of the agreement in principle reached with the plaintiffs include certain changes to the terms of the Mergers and the transaction agreements as follows:

- the Merger Agreement will be amended to add a provision to the Holdings charter to the effect that any future merger, consolidation or sale of all or substantially all of the assets which requires stockholder approval but provides for payment of per share consideration to be made to the holders of Holdings Class B common stock that is different in form or amount from the per share consideration to be paid to holders of Holdings Class A common stock will require a separate vote of holders of Holdings Class A common stock, voting as a separate class;
- the elimination of certain provisions in the Holdings charter that were intended to exculpate the directors and officers of Holdings who also serve as directors or officers of other entities for any potential breach of fiduciary duty arising out of the allocation of business opportunities not presented to such persons in their capacity as directors or officers of Holdings;
- the Malones' (as defined below) ability to seek control of Holdings through future purchases of Holdings common stock will be restricted by their agreement to a 3-year standstill commencing upon the completion of the Mergers, subject to specified limitations or exceptions;
- the Merger Agreement and the related disclosure will be amended to reflect that DIRECTV will not waive the DIRECTV Stockholder Approval closing condition (as defined in the Merger Agreement);
- the Holdings charter will provide holders of 10% or more of the outstanding shares of Holdings Class A common stock with the right to call a special meeting; and
- the Holdings by-laws will provide that a majority of the board of directors be Qualifying Directors (as defined in the Holdings by-laws) and that at least 50% of the audit committee, compensation committee and any special transaction committee established by the board of directors be comprised of Qualifying Directors.

In addition, the changes to the Holdings charter and by-laws described above are subject to final court approval of the settlement having been obtained by June 30, 2010.

The parties have also entered into an amendment (the **Malone Agreement Amendment**) to the related agreement among DIRECTV, LEI, Liberty, John C. Malone and certain affiliated persons of Mr. Malone (collectively, the **Malones**), and Chairman of the Boards of Liberty and DIRECTV to make certain changes to certain definitions.

The above discussion of the terms of the Merger Agreement Amendment and the Malone Agreement Amendment is qualified by reference to the full text of the Merger Agreement Amendment and the Malone Agreement Amendment filed as Exhibits 2.1 and 99.1, respectively, to this Current Report on Form 8-K.

Item 8.01. Other Events

As described in Item 1.01 of this Current Report on Form 8-K, DIRECTV and Liberty Media have reached an agreement in principle relating to a potential settlement with the plaintiffs in the multiple purported class action complaints pending against DIRECTV, Liberty Media and the DIRECTV board of directors in the Delaware Court of Chancery that were brought on behalf of the public stockholders of DIRECTV alleging, among other things, that the members of the DIRECTV board of directors breached their fiduciary duties in approving the Merger Agreement. However, the settlement is subject to the execution of a stipulation of settlement and the approval of the Delaware Chancery Court.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Name
2.1	Amendment No. 2 to Agreement and Plan of Merger, dated as of October 2, 2009, by and among Liberty Media Corporation, Liberty Entertainment, Inc., The DIRECTV Group, Inc., DIRECTV, DTVG One, Inc. and DTVG Two, Inc.
99.1	Amendment No. 2 to Voting and Right of First Refusal Agreement, dated as of October 2, 2009, by and among Liberty Entertainment, Inc., The DIRECTV Group, Inc., DIRECTV, Dr. John C. Malone, Mrs. Leslie Malone, The Tracy L. Neal Trust A and The Evan D. Malone Trust A.

SIGNATURE

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

Date: October 2, 2009

LIBERTY MEDIA CORPORATION

By: /s/ MARK E. BURTON

Name: Mark E. Burton

Title: Vice President

EXHIBIT INDEX

Exhibit No.	Name
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99.1	Amendment No. 2 to Voting and Right of First Refusal Agreement, dated as of October 2, 2009, by and among Liberty Entertainment, Inc., The DIRECTV Group, Inc., DIRECTV, Dr. John C. Malone, Mrs. Leslie Malone, The Tracy L. Neal Trust A and The Evan D. Malone Trust A.

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AMENDMENT NO. 2 TO AGREEMENT AND PLAN OF MERGER

THIS AMENDMENT NO. 2 TO THE AGREEMENT AND PLAN OF MERGER (this "**Amendment**"), dated as of October 2, 2009, is made by and among LIBERTY MEDIA CORPORATION, a Delaware corporation ("**Liberty**"), LIBERTY ENTERTAINMENT, INC., a Delaware corporation and an indirect, wholly-owned Subsidiary of Liberty ("**Splitco**"), THE DIRECTV GROUP, INC., a Delaware corporation ("**DIRECTV**"), DIRECTV, a Delaware corporation and a direct, wholly-owned Subsidiary of DIRECTV ("**Holdings**"), DTVG ONE, INC., a Delaware corporation and a direct, wholly-owned Subsidiary of Holdings ("**Merger Sub One**"), and DTVG TWO, INC., a Delaware corporation and a direct, wholly-owned Subsidiary of Holdings ("**Merger Sub Two**").

RECITALS

Liberty, Splitco, DIRECTV, Holdings, Merger Sub One and Merger Sub Two entered into that certain Agreement and Plan of Merger, dated as of May 3, 2009 and that certain Amendment No. 1 to the Agreement and Plan of Merger, dated as of July 29, 2009 (collectively, the "**Merger Agreement**").

Liberty, Splitco, DIRECTV, Holdings, Merger Sub One and Merger Sub Two now intend to amend certain provisions of the Merger Agreement as set forth herein.

Section 10.1 of the Merger Agreement requires that prior to the Merger Effective Time, the Merger Agreement may be amended by written agreement of each of the parties, by action taken by their respective Boards of Directors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Liberty, Splitco, DIRECTV, Holdings, Merger Sub One and Merger Sub Two hereby agrees as follows:

SECTION 1. Defined Terms. Terms defined in the Merger Agreement are used in this Amendment with the same meaning, unless otherwise indicated.

SECTION 2. Amendments to Merger Agreement. The Merger Agreement is hereby amended as follows:

- 2.1 Exhibit A-1 to the Merger Agreement is hereby amended and restated in its entirety to read as provided in Exhibit A-1 hereof.
- 2.2 Exhibit A-2 to the Merger Agreement is hereby amended and restated in its entirety to read as provided in Exhibit A-2 hereof.
- 2.3 *Section 1.6(d) of the DIRECTV Disclosure Schedule* is hereby amended and restated in its entirety to read as provided in Schedule 2.3 hereof.
- 2.4 *Section 2.4 of the Liberty Disclosure Schedule* is hereby amended and restated in its entirety to read as provided in Schedule 2.4 hereof.
- 2.5 Section 6.11(c) of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

"Liberty and Splitco agree not to consummate the Split-Off until the first to occur of (i) all of the conditions precedent set forth in Article VII of this Agreement, other than those conditions precedent set forth in Sections 7.1(b) and 7.2(j) and those conditions precedent that by their nature are to be satisfied at Closing, shall have been satisfied or, to the extent permitted under the terms hereof, waived and the parties hereto shall have confirmed that the Closing will occur subject only to the satisfaction of those conditions precedent set forth in Sections 7.1(b) and 7.2(j) and those conditions precedent that by their nature are to be satisfied at Closing and (ii) the termination of this Agreement."

2.6 Section 7.1(c) of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

"The DIRECTV Stockholder Approval shall have been obtained in accordance with applicable Law and the DIRECTV Charter Documents;*provided*, that this condition precedent may not be waived by DIRECTV;"

2.7 Section 9.1(b)(i) of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

"if the Transactions shall not have been consummated on or before the Walk-Away Date;*provided, however*, that the right to terminate this Agreement under this Section 9.1(b)(i) shall not be available to any party whose action or failure to act has been the cause of or resulted in the failure of either of the Mergers to occur on or before the Walk-Away Date and such action or failure to act constitutes a breach of this Agreement or any of the other Transaction Agreements;"

2.8 The defined term "Walk-Away Date" in Section 10.10 of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

""Walk-Away Date" means December 29, 2009."

SECTION 3. Amendments to Reorganization Agreement. The Reorganization Agreement is hereby amended as follows:

3.1 Section 3.2(d) of the Reorganization Agreement is hereby amended and restated in its entirety to read as follows:

"(i) the Registration Statement on Form S-4 (the "*Registration Statement*") of LEI relating to the distribution of shares of LEI Stock in the Redemption shall be effective under the Securities Act and (ii) the registration of the LEI Stock under Section 12(b) of the Exchange Act shall be effective;"

3.2 Section 3.2 of the Reorganization Agreement is hereby amended to add a new subsection 3.2(h) thereto:

"either (i) all of the conditions precedent set forth in Article VII of the Merger Agreement, other than those conditions precedent set forth in Sections 7.1(b) and 7.2(j) of the Merger Agreement and those conditions precedent that by their nature are to be satisfied at Closing (as defined in the Merger Agreement), shall have been satisfied or, to the extent permitted under the terms thereof, waived and the parties thereto shall have confirmed that the Closing (as defined in the Merger Agreement) will occur subject only to the satisfaction of those conditions precedent set forth in Sections 7.1(b) and 7.2(j) of the Merger Agreement and those conditions that by their nature are to be satisfied at Closing (as defined in the Merger Agreement) or (ii) the Merger Agreement shall have been terminated in accordance with Article IX of the Merger Agreement;"

3.3 Section 3.2 of the Reorganization Agreement is hereby amended to add a new paragraph after Section 3.2(h) thereto:

"Notwithstanding anything to the contrary contained herein, the conditions set forth in Sections 3.2(d)(ii) and 3.2(e) shall only apply in the event of the termination of the Merger Agreement."

3.4 Schedule 3.3 to the Reorganization Agreement is hereby amended and restated in its entirety to read as provided in *Schedule 3.2* attached hereto.

3.5 Exhibit A to the Reorganization Agreement is hereby amended and restated in its entirety to read as provided in Exhibit I hereto.

3.6 A true, correct and complete copy of the Reorganization Agreement incorporating the above-referenced changes is attached hereto as Exhibit B.

SECTION 4. Amendments to Services Agreement. The Services Agreement is hereby amended as follows:

4.1 Section 1.2 of the Services Agreement is hereby amended to add a new subsection after Section 1.2(b) thereto:

"(c) The Services will also include, until December 31, 2009, for employees of the RSN Subsidiaries, as defined in the Merger Agreement (the "Covered Employees"), the continued coverage under or enrollment in, each of Liberty Media LLC's employee welfare benefit plans listed on Schedule 1.2(c) hereof (the "Covered Plans") to the same extent as similarly situated United States employees of Liberty Media LLC. In addition, the Provider will provide, or cause to be provided, all employee benefit administration for the Covered Plans and also will provide administration services limited to determinations of eligibility for (but shall not pay for any coverage under) the Liberty Sports Group Short Term Disability Plan through December 31, 2009."

4.2 Section 2.2 of the Services Agreement is hereby amended and restated in its entirety to read as follows:

"In addition to the Allocated Employee Expenses payable pursuant to Section 2.1, the Corporation also will reimburse the Provider for all reasonable, direct out-of-pocket costs (with no markup) incurred by the Provider, hereof, unless such costs are paid directly by the Corporation, for postage and out-of-town courier service charges, for any applicable software license fees attributable to desktop or laptop computers utilized by employees of the Corporation, and for expenses incurred by the Provider Employees related to Services performed on behalf of the Corporation, and including travel and meals and entertainment related to such Services, and for any other miscellaneous expenses that may be incurred by the Provider on behalf of the Corporation. Notwithstanding the preceding provisions of this Section 2.2, for the Services provided by the Provider under Section 1.2(c), the Corporation will pay the Provider an amount equal to \$948.34 per month (pro rated for any period of less than one month on a daily basis based on the actual number of days in such month) for each Covered Employee, determined as of the first day of each calendar month, for each month or partial month from the Effective Date through December 31, 2009."

4.3 Article II of the Services Agreement is hereby amended to add a new section after Section 2.3 thereto:

"Section 2.4. *Survival* The terms and conditions of this Article II will survive the expiration or termination of this Agreement."

4.4 Section 3.3 of the Services Agreement is hereby amended by deleting the portion of the first sentence before the colon thereof and replacing it in its entirety to read as follows:

"This Agreement will terminate automatically upon consummation of the Mergers; provided, however, that if the Mergers are consummated prior to December 31, 2009 this Agreement will continue in full force and effect solely with respect to the Services to be provided pursuant to Section 1.2(c) hereof. This Agreement also may be terminated in the following events:"

4.5 A true, correct and complete copy of the Services Agreement incorporating the above-referenced changes is attached hereto as Exhibit I.

SECTION 5. *Transaction Agreement.* The parties agree that for all purposes of the Merger Agreement, this Amendment will be deemed to be a Transaction Agreement.

SECTION 6. *Effect on Merger Agreement.* Other than as specifically set forth herein, all other terms and provisions of the Merger Agreement shall remain unaffected by the terms of this Amendment, and shall continue in full force and effect.

SECTION 7. *Severability.* If any term or other provision of this Amendment is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, provisions and conditions of this Amendment shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Amendment so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

SECTION 8. *Captions.* The captions herein are included for convenience of reference only and will be ignored in the construction or interpretation hereof.

SECTION 9. *Counterparts.* This Amendment may be executed in counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement) and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

SECTION 10. *Successors and Assigns.* This Amendment shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns as provided in the Merger Agreement.

SECTION 11. *Governing Law; Jurisdiction; Waiver of Jury Trial.*

(a) 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 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 Amendment 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 10.8 of the Merger Agreement shall be deemed effective service of process on such party.

(b) EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AMENDMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO

A TRIAL BY JURY IN RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS AMENDMENT. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH ACTION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AMENDMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11(b).

[remainder of page intentionally left blank]

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

LIBERTY MEDIA CORPORATION

By: /s/ CHARLES Y. TANABE

Name: Charles Y. Tanabe
Title: Executive Vice President

LIBERTY ENTERTAINMENT, INC.

By: /s/ CHARLES Y. TANABE

Name: Charles Y. Tanabe
Title: Executive Vice President

DIRECTV

By: /s/ LARRY D. HUNTER

Name: Larry D. Hunter
Title: President and Chief Executive Officer

DTVG ONE, INC.

By: /s/ LARRY D. HUNTER

Name: Larry D. Hunter
Title: President and Chief Executive Officer

DTVG TWO, INC.

By: /s/ LARRY D. HUNTER

Name: Larry D. Hunter
Title: President and Chief Executive Officer

THE DIRECTV GROUP, INC.

By: /s/ LARRY D. HUNTER

Name: Larry D. Hunter
Title: President and Chief Executive Officer

[Signature Page to Amendment No. 2 to Agreement and Plan of Merger]

List of Omitted Exhibits and Schedules

The following exhibits and schedules to Amendment No. 2 to the Agreement and Plan of Merger, dated October 2, 2009, by and among Liberty Media Corporation, Liberty Entertainment, Inc., The DIRECTV Group, Inc., DIRECTV, DTVG One, Inc., and DTVG Two, Inc. have not been provided herein:

Exhibit A-1: Certificate of Incorporation of Holdings

Exhibit A-2: By-Laws of Holdings

Exhibit B: Reorganization Agreement (See Exhibit 2.1 to Form S-4 filed herewith)

Exhibit I: Services Agreement (See Exhibit 10.8 to Form S-4 filed herewith)

Schedule 2.3—Section 1.6(d) of the DIRECTV Disclosure Schedule

Schedule 2.4—Section 2.4 of the Liberty Disclosure Schedule

Schedule 3.2—Schedule 3.3 to the Reorganization Agreement

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

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[Exhibit 2.1](#)

[AMENDMENT NO. 2 TO AGREEMENT AND PLAN OF MERGER](#)

AMENDMENT NO. 2 TO VOTING AND RIGHT OF FIRST REFUSAL AGREEMENT

THIS AMENDMENT NO. 2 TO THE VOTING AND RIGHT OF FIRST REFUSAL AGREEMENT (this "*Amendment*"), dated as of October 2, 2009, is made by and among Liberty Entertainment, Inc., a Delaware corporation ("*Splitco*"), The DIRECTV Group, Inc., a Delaware corporation ("*DIRECTV*"), DIRECTV, a Delaware corporation formed as a direct, wholly-owned Subsidiary of DIRECTV ("*Holdings*"), Dr. John C. Malone ("*Dr. Malone*"), Mrs. Leslie Malone, The Tracy L. Neal Trust A (the "*Tracy Trust*") and The Evan D. Malone Trust A (the "*Evan Trust*," and together with Dr. Malone, Mrs. Malone and the Tracy Trust, collectively, the "*Malones*" and each a "*Malone*").

RECITALS

A. Splitco, DIRECTV, Holdings and each Malone entered into that certain Voting and Right of First Refusal Agreement, dated as of May 3, 2009 and that certain Amendment No. 1 to the Voting and Right of First Refusal Agreement, dated as of July 29, 2009 (collectively, the "*Malone Agreement*").

B. Splitco, Holdings and each Malone now intend to amend certain provisions of the Malone Agreement as set forth herein.

C. Section 13(j) of the Malone Agreement requires that prior to the Merger Effective Time, any amendment to the Malone Agreement be by written agreement of (i) Holdings, (ii) Members holding a majority of the Member Shares, and (iii) Splitco.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Splitco, Holdings and each Malone hereby agrees as follows:

SECTION 1. Defined Terms. Terms defined in the Malone Agreement are used in this Amendment with the same meaning, unless otherwise indicated.

SECTION 2. Amendments to Malone Agreement. The Malone Agreement is hereby amended as follows:

2.1 The definition of "Malone Child Attribution Person" in Section 1 of the Malone Agreement is hereby amended by deleting such definition and replacing it in its entirety to read as follows:

"*Malone Child Attribution Person*" means any Person who, with respect to a Malone Child, (i) is related to the Malone Child, as described in Section 355(d)(7)(A) of the Code, or (ii) otherwise is treated as one Person with the Malone Child for all purposes of Section 355(e) of the Code."

2.2 The definition of "Malone Related Person" in Section 1 of the Malone Agreement is hereby amended by deleting such definition and replacing it in its entirety to read as follows:

"*Malone Related Person*" means any Person who (i) is related to a Malone, as described in Section 355(d)(7)(A) of the Code, or (ii) otherwise is treated as one Person with a Malone for all purposes of Section 355(e) of the Code."

SECTION 3. Effect on Malone Agreement. Other than as specifically set forth herein, all other terms and provisions of the Malone Agreement shall remain unaffected by the terms of this Amendment, and shall continue in full force and effect.

SECTION 4. Severability. If any term or other provision of this Amendment is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, provisions and conditions of this Amendment shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Amendment

so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

SECTION 5. Captions. The captions herein are included for convenience of reference only and will be ignored in the construction or interpretation hereof.

SECTION 6. Counterparts. This Amendment may be executed in counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement) and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

SECTION 7. Successors and Assigns. This Amendment shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns, including, in the case of any Malone, any trustee, executor, heir, legatee or personal representative succeeding to the ownership of the Malone Liberty Shares, Malone Splitco Shares and Member Shares (and any other Malone Holdings Shares) (including upon the death, disability or incapacity of any Malone).

SECTION 8. Governing Law. This amendment shall be governed by and construed in accordance with the laws of the state of Delaware.

SECTION 9. Jurisdiction. All actions and proceedings arising out of or relating to this Amendment shall be heard and determined in the Court of Chancery of the State of Delaware, or, if the Court of Chancery lacks subject matter jurisdiction, in any federal court sitting in the State of Delaware, and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of such courts (and, in the case of appeals, appropriate appellate courts there from) in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. The consents to jurisdiction set forth in this paragraph shall not constitute general consents to service of process in the State of Delaware and shall have no effect for any purpose except as provided in this paragraph and shall not be deemed to confer rights on any Person other than the parties hereto. The parties hereto agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AMENDMENT.

[remainder of page intentionally left blank]

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

LIBERTY ENTERTAINMENT, INC.

By: /s/ CHARLES Y. TANABE

Name: Charles Y. Tanabe
Title: Executive Vice President

DIRECTV

By: /s/ LARRY D. HUNTER

Name: Larry D. Hunter
Title: President and Chief Executive Officer

/s/ DR. JOHN C. MALONE

Dr. John C. Malone, individually

/s/ MRS. LESLIE MALONE

Mrs. Leslie Malone, individually

THE TRACY L. NEAL TRUST A

By: /s/ DAVID THOMAS

Name: David Thomas
Title: Trustee

THE EVAN D. MALONE TRUST A

By: /s/ DAVID THOMAS

Name: David Thomas
Title: Trustee

THE DIRECTV GROUP, INC.

By: /s/ LARRY D. HUNTER

Name: Larry D. Hunter
Title: President and Chief Executive Officer

[Signature Page to Amendment No. 2 to the Voting and Right of First Refusal Agreement]

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[Exhibit 99.1](#)

[AMENDMENT NO. 2 TO VOTING AND RIGHT OF FIRST REFUSAL AGREEMENT](#)