

actions taken pursuant to Section 9.4 and the effects thereof shall be ignored for the purposes of this Section 10.2(f); and

(g) To the extent that the Ruling (i) includes statements or representations relating to facts that are or will be under the control of the Purchaser or any of its affiliates or (ii) is relevant to, or creates any actual or potential obligations of or limitations on, the Purchaser or any of its affiliates (or, for periods after the Split-Off Effective Time, Hughes or its affiliates), such Ruling is reasonably satisfactory to the Purchaser, and the IRS has not notified GM or any party to this Agreement that the Ruling has been withdrawn, invalidated or modified in any manner that is or would reasonably be expected to be adverse to the Purchaser or any of its affiliates (or, for periods after the Split-Off Effective Time, Hughes or its affiliates).

10.3 Conditions Precedent to Obligations of GM. The obligations of GM to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by the GM in whole or in part to the extent permitted by Applicable Law):

(a) the representations and warranties of the Purchaser set forth in Article VI herein shall be true and correct as of the date of this Agreement and at and as of the Closing Date as though made on and as of the Closing Date (except for representations and warranties made as of a specified date, which need be true and correct only as of the specified date), except to the extent that all of the breaches of such representations and warranties collectively (without giving effect to any materiality or similar qualification) have not had and would not reasonably be expected to result in a Purchaser Material Adverse Effect that cannot be cured by the Outside Date or has not had a material adverse impact on the Purchaser's ability to consummate the transactions contemplated by this Agreement; provided, however, that any and all actions required to be taken pursuant to Section 9.4 and the effects thereof on the representations and warranties of the Purchaser set forth in Article VI shall be ignored for purposes of this Section 10.3(a);

(b) the representations and warranties of the Purchaser set forth in Section 6.14 herein shall be true and correct as of the date of this Agreement and at and as of the Closing Date as though made on and as of the Closing Date;

(c) the Purchaser shall have performed in all material respects all of its obligations hereunder and under the Merger Agreement to be performed by it on or prior to the Closing Date;

(d) the Purchaser shall have furnished GM with a certificate dated the Closing Date signed on its behalf by its Chairman, President or any Vice President to the effect that the conditions set forth in Sections 10.3(a), (b) and (c) have been satisfied;

(e) no temporary restraining order, preliminary or permanent injunction or other order or decree by a court of competent jurisdiction outside the United States, or any other Governmental Authority of competent jurisdiction outside the United States, that prevents the consummation of the Transactions shall have been issued and remain in effect;

(f) all approvals of, or filings with, any Governmental Authority outside the United States required to consummate the Transactions shall have been obtained or made, and all waiting periods applicable to the consummation of the Transactions under the competition laws of jurisdictions outside the United States shall have expired or been terminated;

(g) GM (i) shall have received a ruling (the "Ruling") from the IRS, in form and substance reasonably satisfactory to GM, to the effect that the distribution of Hughes Common Stock to the holders of record of GM Class H Common Stock pursuant to the Hughes Common Stock Exchange will constitute a distribution with respect to which no gain or loss will be recognized by GM, Hughes or their respective stockholders pursuant to Section 355 and related provisions of the Code; (ii) shall not have been notified by the IRS that the Ruling has been withdrawn, invalidated or modified in an adverse manner; and (iii) shall not have been notified by the IRS, and shall not have otherwise reasonably determined, on the basis of an opinion of outside tax counsel, that there is a more than immaterial possibility that the consummation of the Split-Off will not be tax-free as contemplated by this Agreement;

(h) GM shall have received the Tax Opinions in form and substance reasonably satisfactory to GM;

(i) the shares of Purchaser Stock to be issued pursuant to the Stock Sale and the Merger shall have been approved for listing on the NYSE, subject to official notice of issuance;

(j) in the event that the Purchaser elects to have all or a portion of the Purchaser Consideration consist of cash, the Purchaser shall have made (or shall be making concurrently with the Closing) the cash deposit required by Section 1.8(a) of the Merger Agreement;

(k) prior to the Split-Off Effective Time, Hughes shall have declared and paid the Special Dividend to GM in cash;

(l) the last to be fulfilled of the conditions set forth in Sections 10.1(b), 10.1(c), 10.1(d) and 10.3(g) shall not have been fulfilled prior to October 12, 2003;

(m) the GM Registration Rights Agreement shall have been entered into and shall be in full force and effect; and

(n) the Employee Matters Agreement shall have been entered into and shall be in full force and effect.

## ARTICLE XI

### DOCUMENTS TO BE DELIVERED

11.1 Documents to be Delivered by GM. At the Closing, GM shall deliver, or cause to be delivered, to the Purchaser the following:

- (a) stock certificates representing the Shares, duly endorsed in blank or accompanied by stock transfer powers and with all requisite stock transfer tax stamps attached;
- (b) the certificate referred to in Section 10.2(c) hereof;
- (c) duly executed FIRPTA Affidavit for GM; and
- (d) such other documents as the Purchaser shall reasonably request.

11.2 Documents to be Delivered by the Purchaser. At the Closing, the Purchaser shall deliver to GM the following:

- (a) evidence of the wire transfer referred to in Section 2.2 hereof;
- (b) the certificate referred to in Section 10.3(d) hereof; and
- (c) such other documents as GM shall reasonably request.

## ARTICLE XII

### TAX-FREE STATUS OF THE SPLIT-OFF

12.1 Representations and Warranties.

(a) Hughes. Hughes hereby represents and warrants that (i) it has examined (or will upon receipt examine) (A) the Ruling and any other rulings issued by the IRS in connection with the Split-Off, (B) the Tax Opinions, (C) each IRS Submission, (D) the representation letters relating to the Tax Opinions and (E) any other materials delivered or deliverable by GM and others in connection with the rendering by Tax Counsel of the Tax Opinions and the issuance by the IRS of the Ruling and such other rulings (all of the foregoing, collectively, the "Tax Materials") and (ii) the facts presented and the representations made therein, to the extent descriptive of Hughes (including the business purposes for the Split-Off and the representations in the Tax Materials to the extent that they relate to Hughes and the plans, proposals, intentions and

policies of Hughes), are, or will be from the time presented or made through and including the Split-Off Effective Time, true, correct and complete in all material respects. Except for the Tax Allocation Agreements, there are no Tax sharing agreements and practices regarding Taxes and their payment, allocation and sharing between any former subsidiary or affiliate of GM (other than Hughes or a Subsidiary of Hughes), on the one hand, and Hughes or any Subsidiary of Hughes, on the other hand.

(b) GM. GM hereby represents and warrants that (i) it has examined (or upon receipt will examine) the Tax Materials and (ii) the facts presented and the representations made therein, to the extent descriptive of GM (including the business purposes for the Split-Off and the representations in the Tax Materials to the extent that they relate to GM and the plans, proposals, intentions and policies of GM), are, or will be from the time presented or made through and including the Split-Off Effective Time, true, correct and complete in all material respects.

(c) Purchaser. The Purchaser hereby represents and warrants that (i) upon receipt it will examine the Tax Materials and (ii) following such examination, to the extent that the Purchaser approves in writing the facts presented and the representations made therein which are descriptive of the Purchaser (including the business purposes for the Split-Off and the representations in the Tax Materials to the extent that they relate to the Purchaser and the plans, proposals, intentions and policies of the Purchaser), such facts and representations will be true, correct and complete in all material respects. Neither the Purchaser nor any Subsidiary of the Purchaser nor, to the knowledge of the Purchaser, any other Person from whom ownership of GM Class H Common Stock would be attributed to the Purchaser for purposes of Section 355(e) of the Code or any member of a "coordinating group" (as defined in Treasury Regulation Section 1.355-7T(h)(4) (or any successor thereto)) that includes the Purchaser (or any Person from whom ownership of GM Class H Common Stock would be attributed to such member for purposes of Section 355(e) of the Code) (any such Person or member, a "Tax Related Party") that is not a Subsidiary of the Purchaser owns any shares of GM Class H Common Stock or any rights, warrants or options to acquire, or securities convertible into or exchangeable for GM Class H Common Stock; provided, that for purposes of this representation, the term "knowledge" shall not require any inquiry or investigation; provided further, that the immediately preceding proviso shall not limit Purchaser's obligations set forth in Section 12.3(f). The representations and warranties set forth in this Section 12.1(c) shall be true and correct as of the date of this Agreement or, with respect to the Tax Materials, as of the date approved, and at all times through and including the Split-Off Effective Time.

## 12.2 Restrictions Relating to the Split-Off.

(a) General. The parties intend the Split-Off to qualify as a distribution of Hughes stock to GM stockholders with respect to which gain or loss is not recognized by GM, Hughes or their respective stockholders pursuant to Section 355 and related provisions of the Code (such nonrecognition, the "Tax-Free Status of the Split-Off").

(i) Neither Hughes nor the Purchaser shall, nor shall Hughes or the Purchaser permit any of their respective Subsidiaries to, take any action within its control (including entering into any agreement, understanding or arrangement or any negotiations with respect to any transaction or series of transactions) that, or fail to take any action within its control the failure of which, would cause the Split-Off to fail so to qualify (any such action or failure to act, a “Disqualifying Action”); provided, however, that the term “Disqualifying Action” shall not include (x) any action, or failure to act, that is contemplated by the terms of the Transaction Agreements or (y) any failure to take action to mitigate the effects of a breach by Hughes, occurring prior to the Split-Off Effective Time, of a representation, warranty or covenant contained in the Transaction Agreements, regardless of whether such breach or its effects continue after the Split-Off Effective Time.

(ii) Prior to the first day following the second anniversary of the Split-Off Effective Time and except as otherwise provided in this Agreement, neither Hughes nor the Purchaser shall, nor shall Hughes or the Purchaser permit any of their respective Subsidiaries to, take any action (including entering into any agreement, understanding or arrangement or any negotiations with respect to any transaction or series of transactions) within its control that, or fail to take any action within its control the failure of which, would result in a more than immaterial possibility that the Tax-Free Status of the Split-Off would be jeopardized (any such action or failure to act, a “Potential Disqualifying Action”), including any action or failure to act that would be reasonably likely to be inconsistent with any representation made in the Tax Materials, unless, prior to the taking of the Potential Disqualifying Action, GM has determined, in its reasonable discretion, that the Potential Disqualifying Action would not jeopardize the Tax-Free Status of the Split-Off; provided, that in the circumstances described in Section 12.2(h), GM’s discretion shall be exercised in the manner described in Section 12.2(h).

(b) Prohibition on Acquisitions by the Purchaser. Without limiting the provisions of Section 12.2(a) hereof, except as provided herein and in the Merger Agreement, and except for any subsequent acquisition by a Subsidiary of the Purchaser of the shares of Hughes Capital Stock acquired by the Purchaser (or any of its Subsidiaries) pursuant to this Agreement and the Merger Agreement, from the date hereof until the day after the first anniversary of the Split-Off, the Purchaser shall not, nor shall the Purchaser permit any Tax-Related Party that is a Subsidiary of the Purchaser to, acquire or enter into any agreement, understanding, arrangement or negotiations to acquire, any shares of GM Class H Common Stock, Hughes Capital Stock or any rights, warrants or options to acquire, or securities convertible into or exchangeable for, GM Class H Common Stock or Hughes Capital Stock. Following the day after the first anniversary of the Split-Off, the Purchaser shall be permitted to acquire or enter into any agreement, understanding, arrangement or negotiations to acquire, any shares of Hughes Capital Stock or any rights, warrants or options to acquire, or securities convertible into

or exchangeable for, Hughes Capital Stock without being required to obtain any prior determination from GM as described in Section 12.2(a)(ii), but subject always to the Purchaser's obligations under Section 12.2(a)(i) hereof.

(c) Continuation of the DIRECTV Business. Until the first day after the second anniversary of the Split-Off Effective Time, Hughes shall continue the active conduct of its DIRECTV Business (as defined below) as conducted by Hughes immediately prior to the Split-Off. Hughes shall conduct the DIRECTV Business directly (including through one or more entities that are treated as disregarded entities for United States federal income tax purposes), to the extent that the DIRECTV Business was so conducted immediately prior to the Split-Off Effective Time. Hughes shall continue the active conduct of the DIRECTV Business primarily through officers and employees of Hughes or any of Hughes' Subsidiaries (and not primarily through independent contractors) who are not also officers or employees of GM or of any GM Affiliate; provided, however, that for the purposes of this Section 12.2(c), neither Hughes nor any of the Subsidiaries of Hughes shall be deemed to be Subsidiaries of GM or of any of the Subsidiaries of GM. For the purposes of this Agreement, "DIRECTV Business" means the business currently conducted by DIRECTV Holdings LLC, a Delaware limited liability company and wholly owned Subsidiary of Hughes, DIRECTV Enterprises, LLC, a Delaware limited liability company and an indirect, wholly owned Subsidiary of Hughes, and DIRECTV Operations, LLC, a California limited liability company and a direct, wholly owned Subsidiary of DIRECTV Enterprises, LLC.

(d) Continuity of Business.

(i) Subject to the provisions of Section 12.2(i), until the first day after the second anniversary of the Split-Off Effective Time, (A) Hughes shall not voluntarily dissolve or liquidate and (B) except in the ordinary course of business, neither Hughes nor any of Hughes' Subsidiaries directly or indirectly controlled by Hughes shall sell, transfer or otherwise dispose of or agree to dispose of assets (including, for this purpose, any shares of capital stock of such Subsidiaries) that, in the aggregate, constitute more than (x) fifty percent (50%) of the gross assets of Hughes or (y) fifty percent (50%) of the consolidated gross assets of Hughes and such Subsidiaries, unless, prior to the consummation of such transaction, GM has determined, in its reasonable discretion, that such transaction would not jeopardize the Tax-Free Status of the Split-Off; provided, that after the first day after the second anniversary of the Split-Off Effective Time, no such prior determination by GM shall be required to be obtained by this Section 12.2(d). The amount of gross assets of Hughes and such Subsidiaries shall be based on the fair market value of each such asset as of the Split-Off Effective Time.

(ii) Sales, transfers or other dispositions by Hughes or any of its Subsidiaries to Hughes or one or more Subsidiaries directly or indirectly controlled by Hughes shall not be included in any determination under this Section 12.2(d) as to whether more than fifty percent (50%) of the gross assets of

Hughes or more than fifty percent (50%) of the consolidated gross assets of Hughes and such Subsidiaries have been sold, transferred or otherwise disposed of.

(iii) Solely for the purposes of this Section 12.2(d), Hughes shall not be treated as directly or indirectly controlling a Subsidiary unless Hughes owns, directly or indirectly, shares of capital stock of such Subsidiary constituting Tax Control of the Subsidiary.

(e) Intercompany Indebtedness. Except as set forth on Section 12.2(e) of the GM Disclosure Schedule and Section 12.2(e) of the Hughes Disclosure Schedule, from the Split-Off Effective Time until the first day after the second anniversary of the Split-Off Effective Time, neither GM nor Hughes shall, nor shall they permit any of their respective Subsidiaries to, create, incur, assume or allow to exist any indebtedness between GM or any GM Affiliate, on the one hand, and Hughes or any Hughes Affiliate, on the other hand, other than payables incurred in the ordinary course of business.

(f) Certain Presumptions. For the purposes of this Section 12.2, but without creating any implication that any of the following is true, it shall be presumed that:

(i) the acquisition by the Purchaser of shares of Hughes Common Stock pursuant to this Agreement and the acquisition by the Purchaser of shares of Surviving Corporation Common Stock pursuant to the Merger, as applicable, is an acquisition of stock that is part of a plan or series of related transactions that includes the Split-Off;

(ii) except as provided in clause (iii) below, no issuance of GM Class H Common Stock that occurred on or prior to March 20, 2003 is part of a plan or series of related transactions that includes the Split-Off;

(iii) unless the IRS has issued a Subsequent Ruling to the contrary, the contribution by GM of 149,200,000 shares of GM Class H Common Stock to the GM Employee Benefit Plans that occurred on March 12, 2003, is an acquisition of stock that is part of a plan or series of related transactions that includes the Split-Off;

(iv) any acquisition of GM Class H Common Stock (prior to the Split-Off) or Hughes Capital Stock (after the Split-Off) by a retirement plan maintained by GM or any GM Affiliate or by Hughes or any Hughes Affiliate for their respective employees that is qualified under Section 401(a) or 403(a) of the Code other than, unless the IRS rules otherwise in the Ruling or has issued a Subsequent Ruling to the contrary, (A) the contribution of GM Class H Common Stock described in clause (iii) above, (B) a contribution of Hughes Capital Stock to such a plan by Hughes or a Hughes Affiliate which is not

pursuant to the provisions of the mandatory matching contribution contained in the Hughes Section 401(k) plan as in existence on the date hereof and (C) acquisitions of GM Class H Common Stock or Hughes Capital Stock by such a plan which are required or directed by Hughes, is not an acquisition of stock that is part of a plan or series or related transactions that includes the Split-Off; and

(v) any acquisition of GM Class H Common Stock (prior to the Split-Off) or Hughes Capital Stock (after the Split-Off) by an employee, director or independent contractor of Hughes or any Hughes Affiliate pursuant to the exercise of a stock option, stock right or a grant of stock or otherwise in connection with the performance of services (but only if such compensation is not excessive by reference to the services performed) other than an employee, director or independent contractor who is (or after the acquisition would be) a five percent (5%) shareholder of Hughes or is part of a group joined in a coordinated effort to acquire five percent (5%) or more of the Hughes Capital Stock is not an acquisition of stock that is part of a plan or series or related transactions that includes the Split-Off.

Presumptions (iv) and (v) above can be withdrawn or modified on a prospective basis by GM based on a Change in Tax Law that adversely affects the applicability of the presumption; provided that future calculations of stock which may be issued by Hughes pursuant to clause (h) below shall take into account, where necessary, withdrawn or modified presumptions.

(g) Permitted Actions and Transactions. Notwithstanding the foregoing, the provisions of this Section 12.2 shall not prohibit Hughes or the Purchaser from implementing any Potential Disqualifying Action upon which the IRS has granted a favorable ruling in, or which is described in reasonable detail in, the Ruling.

(h) Certain Potential Disqualifying Actions.

(i) Notwithstanding anything to the contrary in Section 12.2(a) if, in one or more Potential Disqualifying Actions occurring after the Merger and prior to the second anniversary of the Split-off Effective Time, Hughes proposes to issue a number of shares of Surviving Corporation Common Stock that, in the aggregate, is no greater, on the basis of voting power and fair market value, than ninety percent (90%) of the number of shares of Surviving Corporation Common Stock that could be issued by Hughes without breach of Section 12.2(a) immediately following the Merger as determined pursuant to, and fixed by, Section 12.3(d), then, if Hughes elects to avail itself of the procedures described in this Section 12.2(h) in lieu of the other procedures described in this Section 12.2 and Section 12.3 hereof, GM shall make a favorable determination as to each such Potential Disqualifying Action under Section 12.2(a), unless there has been, after the Merger, a Change in Tax Law or a change in, or failure of, a relevant fact, in each case that adversely affects the computation of the number of shares of capital stock, on the basis of voting power or fair market value that

Hughes may issue without such issuance resulting in a breach of Section 12.2(a). Hughes shall give GM written notice of its intention to effect a Potential Disqualifying Action described in this Section 12.2(h), together with a computation in reasonable detail of the basis for the conclusion that the Potential Disqualifying Action is governed by this Section 12.2(h) and shall provide such other information as GM shall reasonably request, and GM shall make such determination within ten (10) Business Days after receipt of such notice and computation. Nothing in this Section 12.2(h) obligates Hughes to elect to avail itself of the procedures described herein in lieu of the other procedures described in this Section 12.2 and Section 12.3 hereof.

(ii) After the second anniversary of the Split-off Effective Time, Hughes shall be permitted to issue, in one or more transactions, or enter into any agreement, understanding, arrangement or substantial negotiations to issue, any number of shares of Surviving Corporation Common Stock without being required to obtain any prior determination by GM as described in Section 12.2(a)(ii), but subject always to Hughes' obligations under Section 12.2(a)(i) hereof.

(i) Sale of PanAmSat. Notwithstanding anything to the contrary in this Article XII, after the Split-Off Effective Time, Hughes shall be permitted to cause the sale of any stock, securities or assets of PanAmSat (whether by sale, merger, exchange or otherwise), and any such sale shall not be taken into account in determining whether the requirements of Section 12.2(d) have been satisfied.

### 12.3 Cooperation and Other Covenants.

(a) Notice of Subsequent Actions. Each of Hughes and the Purchaser, on the one hand, and GM, on the other hand, shall furnish the other with a copy of any ruling requests or other documents delivered to the IRS that relate to the Split-Off or that otherwise reasonably could be expected to have an impact on the Tax-Free Status of the Split-Off; provided, that GM may redact from any IRS Submission any Redactable Information.

#### (b) Post-Closing Cooperation.

(i) Hughes, the Purchaser and GM shall cooperate with the others and shall take (or refrain from taking) all such actions as the others may reasonably request in connection with obtaining any determination by GM referred to in Section 12.2 or any ruling to the effect that some or all of the 149,200,000 shares of GM Class H Common Stock contributed by GM on March 12, 2003 to the GM Employee Benefit Plans were not acquired as part of a plan or series of related transactions that includes the Split-Off. Such cooperation shall include providing any information, representations and/or covenants reasonably requested by the others to enable any other party (or counsel for such party) to obtain and maintain either (A) an opinion of counsel selected by

GM, in its sole and absolute discretion, confirming, in form and substance reasonably satisfactory to GM, that the taking of a Potential Disqualifying Action or other action described in Section 12.2 would not jeopardize the Tax-Free Status of the Split-Off (a "Subsequent Tax Opinion") or (B) an IRS private letter ruling to the same effect or to the effect that some or all of the 149,200,000 shares of GM Class H Common Stock contributed by GM on March 12, 2003 to the GM Employee Benefit Plans were not acquired as part of a plan or series of related transactions that includes the Split-Off (a "Subsequent Ruling"). From and after any date on which (x) Hughes, the Purchaser or GM makes any representation or covenant to the IRS for the purpose of obtaining a Subsequent Ruling or to counsel selected by GM for the purpose of obtaining a Subsequent Tax Opinion or (y) Hughes or the Purchaser makes any representation or covenant to GM for the purpose of any determination required to be made by GM pursuant to Section 12.2, in connection with obtaining any such determination or the receipt of a Subsequent Tax Opinion or Subsequent Ruling and (with respect solely to any representation given) until the first day after the second anniversary (or such later date as may be agreed upon at the time such representation is made) of the date of such determination or receipt, the party making such representation or covenant shall take no action that would have caused such representation to be untrue or covenant to be breached unless the other party has determined, in its reasonable discretion, which discretion shall be exercised in good faith solely to preserve the Tax-Free status of the Split-Off, that such action would not jeopardize the Tax-Free Status of the Split-Off. Such representations and warranties, once made in writing, shall be considered Tax Materials subject to the provisions of Section 12.1 hereof.

(ii) In the event that after the Split-Off Effective Time Hughes notifies GM that it desires to take or permit a Potential Disqualifying Action or other action described in Section 12.2 and GM concludes that such action might jeopardize the Tax-Free Status of the Split-Off and that GM does not intend to seek a Subsequent Tax Opinion, GM and Hughes, acting jointly, shall use reasonable best efforts to obtain a Subsequent Ruling that would permit Hughes to take or permit the specified action, with each party cooperating fully in connection with such efforts. If the parties obtain a Subsequent Ruling that would permit Hughes to take or permit a Potential Disqualifying Action or other action described in Section 12.2 without jeopardizing the Tax-Free Status of the Split-Off, then GM shall make a favorable determination as to the specified action under Section 12.2, unless GM determines, based on an opinion of tax counsel, that there is a more than immaterial possibility that the specified action nonetheless will jeopardize the Tax-Free Status of the Split-Off, based upon (A) a Change in Tax Law on or after the date on which the Subsequent Ruling is issued or (B) a change in, or failure of, a relevant fact (including an error in stating, or an omission to state, a relevant fact in any IRS Submission or otherwise); provided, that if GM makes such a determination in accordance with the requirements described above, then the parties shall request that the IRS confirm the

Subsequent Ruling if the matter is capable of being resolved by a further ruling from the IRS.

(iii) GM shall not file any request for a Subsequent Ruling without the prior written consent of Hughes, which consent shall not be unreasonably withheld or delayed, if a favorable Subsequent Ruling would be reasonably likely to have the effect of (A) reducing by more than an immaterial amount the amount of equity that may be issued by Hughes in transactions that, if consummated as of the proposed date of such request, would not have resulted in a breach of Section 12.2(a) or (B) otherwise being relevant to, or creating, any actual or potential obligations of, or limitations on, Merger Sub, the Purchaser, Hughes or any of their Affiliates.

(c) Notice.

(i) Hughes or the Purchaser (as appropriate) shall give GM written notice of any intention to effect or permit any Potential Disqualifying Action or other action or transaction described in Section 12.2 within a period of time reasonably sufficient to enable GM (A) to make the determination referred to in Section 12.2 or (B) to prepare and seek a Subsequent Tax Opinion or, acting jointly with Hughes pursuant to Section 12.3(b)(ii), a Subsequent Ruling in connection with such proposed action or transaction. Each such notice by Hughes or the Purchaser (as appropriate) shall set forth the terms and conditions of the proposed action or transaction, including, as applicable, the nature of any related action proposed to be taken, the approximate number of shares of Hughes Capital Stock proposed to be transferred or issued (directly or indirectly, in accordance with the provisions of Section 355(e) of the Code), the approximate value of Hughes assets (or assets of any Subsidiary of Hughes) proposed to be transferred, the proposed timetable for such action or transaction, and the number of shares of Hughes Capital Stock otherwise then owned by the other party to the proposed action or transaction (directly or indirectly, in accordance with the provisions of Section 355(e) of the Code), all with sufficient particularity to enable GM to make any such required determination, including information required to prepare and seek a Subsequent Tax Opinion or, acting jointly with Hughes pursuant to Section 12.3(b)(ii), a Subsequent Ruling in connection with such proposed action or transaction. All information provided by any of the parties to the other parties pursuant to this Section 12.3 shall be kept confidential by the receiving parties to the same extent as that provided in Article 2 of the Separation Agreement.

(ii) Except as provided in Section 12.2(h), promptly, but in any event within fifteen (15) Business Days, after GM receives such written notice from Hughes or the Purchaser, GM shall evaluate such information and notify Hughes or the Purchaser in writing of (A) such determination or (B) GM's intent to seek a Subsequent Tax Opinion or, acting jointly with Hughes pursuant to Section 12.3(b)(ii), a Subsequent Ruling. If GM makes a determination that a

Potential Disqualifying Action or other action or transaction described in Section 12.2 would jeopardize the Tax-Free Status of the Split-Off, such notice to Hughes or the Purchaser shall set forth, in reasonable detail, the reasons therefor. A party that receives a Subsequent Tax Opinion or Subsequent Ruling shall notify the other party (if the other party is not otherwise provided with a copy of the Subsequent Tax Opinion or Subsequent Ruling), promptly, but in any event within two (2) Business Days, after the receipt of the Subsequent Tax Opinion or Subsequent Ruling and GM shall notify Hughes and the Purchaser of its revised determination based on such Subsequent Tax Opinion or Subsequent Ruling within two (2) Business Days after GM's receipt thereof.

(d) Agreement on the Number of Shares Issuable by Hughes. Prior to the Split-Off, GM and Hughes shall agree on the number of shares of Hughes Common Stock or Surviving Corporation Common Stock, as applicable, that Hughes could issue after giving effect to the Split-Off, the Stock Sale and the Merger and giving effect to the presumptions contained in Section 12.2(f), without violating Section 12.2(a)(i), assuming for purposes of such calculation that each share so issued was considered part of a plan or series of related transactions that includes the Split-Off.

(e) Certain Post-Closing Actions Requested by GM. After the Split-Off Effective Time, if reasonably requested by GM in writing, Hughes will take an action (or fail to take an action) to mitigate the effects of a breach by Hughes prior to the Split-Off Effective Time of a representation or covenant in this Article XII; provided that (i) Hughes' obligations under this Section 12.3(e) are subject to GM's agreement to pay and indemnify Hughes against all reasonable costs and expenses of taking or refraining from taking such action and (ii) any such action (or failure to take such action), even if reasonably requested, does not and will not adversely impact in any material respect the business, operations or financial conditions of Hughes or any of its material subsidiaries or divisions; and provided further, that GM's remedies with respect to any breach of this Section 12.3(e) by Hughes shall consist solely and exclusively of (x) specific performance or injunctive relief with respect to the action or failure to act in question and (y) reimbursement of reasonable costs incurred in enforcing GM's rights under this Section 12.3(e), and neither GM nor any subsidiary or affiliate of GM shall be entitled to indemnification for any monetary damages in connection with any failure to mitigate the effects of any such breach whether under this Agreement or otherwise (except for such reimbursement of the reasonable costs described in clause (y) of this Section 12.3(e)).

(f) Post-Signing Obligations with respect to Tax Related Parties. Within thirty (30) days after the date hereof, acting exclusively through one or more of its senior officers, the Purchaser shall make due inquiry (as defined in Section 14.1(b) hereof) as to the direct and indirect ownership of GM Class H Common Stock by any Tax Related Party (x) that is not a Subsidiary of the Purchaser and (y) ten percent (10%) of the voting power of which is owned directly by the Purchaser and/or one or more Subsidiaries of the Purchaser. After the date hereof, if a senior officer of the Purchaser obtains actual knowledge that any Tax-Related Party owns, directly or indirectly, any GM Class H Common Stock, the Purchaser shall promptly report such

ownership in writing to GM and thereafter GM shall take such ownership into account in making any determination required by this Article XII.

(g) Adoption of Stockholder Rights Plan. During the Prohibition Period, Hughes shall (other than as may be required to comply with the fiduciary duties of the Hughes Board of Directors under Applicable Law (the “Fiduciary Limitation”)): (A) if requested by GM, adopt and maintain during the Prohibition Period a stockholder rights plan with flip-in and flip-over provisions providing for the dilution of economic and voting rights of certain acquiring persons with respect to Hughes, which stockholder rights plan shall contain customary terms and be in customary form for plans of this type (including a 10% trigger for the definition of an “acquiring person”) and shall contain such other terms and provisions as may be reasonably requested by GM in order to preserve the Tax-Free Status of the Split-Off, (B) amend any existing stockholder rights plan to the extent reasonably requested by GM in order to preserve the Tax-Free Status of the Split-Off; provided, however, that any such amendment shall require the consent of Hughes (which shall not be unreasonably withheld or delayed with respect to clause (x) below) if it is inconsistent with (x) the requirement in clause (A) that terms of the rights plan are “customary” or (y) any other specific requirements referred to in clause (A) above (which for this purpose shall mean the flip-in provision, the flip-over provision and the 10% trigger) and (C) not redeem any of the stockholder rights described in any such plan during the Prohibition Period; provided, however, that any such stockholder rights plan shall not apply to the Purchaser and its Subsidiaries beyond the period ending on the first day following the first anniversary of the Split-Off Effective Time (provided that the Purchaser is not in material breach of any of its covenants under this Article XII and, in the event that the Purchaser is in such material breach, the provisions thereof shall not be applicable to the Purchaser and its Subsidiaries (and they shall not be considered an “acquiring person” thereunder) until from and after such time as (1) GM shall have notified the Purchaser of such breach and (2) following such notification, the Purchaser or its Subsidiaries acquires any additional shares of capital stock of Hughes. For the avoidance of doubt, Hughes will not have any obligation under this Section 12.3(g) or Section 12.4 to adopt or amend or maintain (and not redeem) the stockholder rights provided in any stockholder rights plan during any portion of the Prohibition Period which is more than one year after the Split-Off Effective Time except with respect to a Prohibited Party (as defined in the Hughes Charter Amendment) described in the proviso of the definition of Prohibition Period.

#### 12.4 Indemnification for Tax Liabilities.

##### (a) General.

(i) Notwithstanding any other provision of this Agreement or any provision of any of the Tax Allocation Agreements to the contrary, but subject to Section 12.4(b), Hughes shall indemnify, defend and hold harmless GM and each GM Affiliate (or any successor to any of them) from and against any and all (A) Taxes imposed pursuant to a Final Determination, (B) accounting, legal and other professional fees and court costs incurred in

connection with such Taxes (other than such costs incurred in the joint defense of a Third-Party Claim, which costs are subject to Section 13.6(c) below) and (C) costs and expenses that result from adverse tax consequences to GM or GM's stockholders (including all costs, expenses and damages associated with stockholder litigation or controversies) (collectively, "Tax-Related Losses"), incurred by GM or any GM Affiliate, to the extent caused by (w) any Disqualifying Action taken by Hughes or any of its Subsidiaries after the Split-Off Effective Time, (x) any other breach by Hughes of its covenants made in this Article XII, or (y) any failure (whether as a result of the Fiduciary Limitation or for any other reason, except, in all cases, for any failure required by an order of a court of competent jurisdiction (provided that in the event that such order is not final, Hughes shall use reasonable best efforts to have such order reversed)) to take any action required by Section 12.3(g) or that would have been required by Section 12.3(g) in the absence of the Fiduciary Limitation (each such action, an "Indemnification Action"); provided, however, that Hughes shall have no obligation to indemnify GM or any GM Affiliate in respect of a breach by Hughes of a covenant contained in this Article XII, to the extent that the covenant relates to actions or activities of Hughes occurring at or prior to the Split-Off Effective Time; and provided, further, that except to the extent provided in Section 12.3(e) and subject to the limitations set forth in Section 12.3(e) and the exceptions set forth in Section 12.4(b), Hughes shall have no duty to take any action to mitigate the effects of a breach by Hughes prior to the Split-Off Effective Time of a representation or a covenant contained in this Article XII, and provided, further, that, in the event that the Merger is consummated, Hughes shall indemnify, defend and hold harmless GM and each GM Affiliate (or any successor to any of them) from and against only fifty percent (50%) of any such Tax-Related Losses that relate to or arise out of any such action taken, or omission of any action required pursuant to the Transaction Agreements to be taken, by Hughes during the Interim Period (as defined in the Separation Agreement);

(ii) Notwithstanding any other provision of this Agreement to the contrary, but subject to Section 12.4(b), the Purchaser shall indemnify, defend and hold harmless GM and each GM Affiliate (or any successor to any of them) from and against any and all Tax-Related Losses incurred by GM or any GM Affiliate, to the extent caused by (x) any Disqualifying Action taken by the Purchaser or any of its Subsidiaries or affiliates (other than Hughes and its Subsidiaries) or (y) any other breach by the Purchaser of any of its representations or covenants made in this Article XII.

All interest or penalties incurred in connection with such Tax-Related Losses shall be computed for the time period up to and including the date that Hughes or the Purchaser pays its indemnification obligation in full. To the extent that GM or any GM Affiliate (or successor thereto) seeks indemnification pursuant to this Section 12.4 for Taxes described in clauses (ii) and/or (iii) of the definition of "Taxes", the aggregate amount of the indemnification for Tax Related Losses shall not exceed the amount of Tax

Related Losses for which GM would have been indemnified pursuant to this Agreement if the underlying Tax (within the meaning of clause (i) of the definition of “Taxes”) had been imposed entirely upon GM; provided, that for the avoidance of doubt, (i) this sentence shall not apply to indemnification for Taxes described in clause (i) of the definition of “Taxes” and (ii) Persons other than parties to this Agreement will not be treated as third party beneficiaries for purposes of this Agreement by reason of clauses (ii) and/or (iii) of the definition of “Taxes”.

(b) Exceptions to Indemnification. If GM (i) makes a determination pursuant to any clause of Section 12.2 other than a determination made pursuant to Section 12.2(h), on the basis of a Subsequent Tax Opinion or Subsequent Ruling or otherwise, that a Potential Disqualifying Action or other action described in Section 12.2 would not jeopardize the Tax-Free Status of the Split-Off and (ii) delivers to Hughes or the Purchaser (as appropriate) written notice of such determination pursuant to Section 12.3(c), then the person to whom GM delivered such notice shall have no obligation to indemnify GM or any GM Affiliate in respect of such action pursuant to Section 12.4(a), except to the extent that any Tax-Related Losses result from the inaccuracy, incorrectness or incompleteness of any representation provided by the person to whom GM delivered such notice or the failure by the person to whom GM delivered such notice to comply with any covenant, in each case upon which such Subsequent Tax Opinion or Subsequent Ruling and/or determination was based. Nothing contained in this Article XII shall be interpreted as requiring the Purchaser or Hughes to indemnify GM or any GM Affiliate against any Tax-Related Loss to the extent that such Tax-Related Loss arises from the recognition of taxable income or gain by GM, any GM Affiliate or any GM shareholder as a result of any failure by GM to distribute (within the meaning of Section 355(a)(1) of the Code) an amount of Hughes stock constituting control (within the meaning of Section 368(c) of the Code) of Hughes. No indemnification under Section 12.4(a) shall arise as a result of or relating to any breach by Hughes or the Purchaser of any covenants or obligations set forth in Section 12.3(e).

(c) Timing and Method of Tax Indemnification Payments. Hughes or the Purchaser, as the case may be, (in each case, the “Indemnitor”) shall pay any amount that is due and payable to GM pursuant to this Section 12.4 on or before the ninetieth (90th) day following the earlier of the date of an agreement of the parties or the date of a Final Determination that such amount is due and payable to GM. All payments pursuant to this Section 12.4 shall be made by wire transfer to the bank account designated by GM for such purpose, and, on the date of such wire transfer, the Indemnitor shall give GM notice of the transfer.

(d) Prior Period Agreements. Except for the Tax Allocation Agreements, any and all existing Tax sharing agreements and practices regarding Taxes and their payment, allocation or sharing between (i) GM or any Subsidiary of GM other than Hughes or a Subsidiary of Hughes, on the one hand, and (ii) Hughes or any Subsidiary of Hughes, on the other hand, shall be terminated with respect to Hughes and all Subsidiaries of Hughes as of the Split-Off Effective Time, and no remaining liabilities thereunder shall exist thereafter.

12.5 Procedure for Indemnification for Tax Liabilities.

(a) Notice of Claim If GM receives notice of the assertion of any Third-Party Claim with respect to which Hughes or the Purchaser may be obligated under Section 12.4 to provide indemnification, GM shall give Hughes or the Purchaser (as applicable) notice thereof (together with a copy of such Third-Party Claim, process or other legal pleading) promptly after becoming aware of such Third-Party Claim; provided, however, that the failure of GM to give notice as provided in this section shall not relieve Hughes or the Purchaser (as applicable) of its obligations under Section 12.4, except to the extent that Hughes or the Purchaser (as applicable) is actually prejudiced by such failure to give notice. Such notice shall describe such Third-Party Claim in reasonable detail.

(b) Obligation of Indemnifying Party.

(i) GM and the Indemnitor shall jointly control the defense of, and cooperate with each other with respect to defending, any Third-Party Claim with respect to which the Indemnitor is obligated under Section 12.4 to provide indemnification; provided that the Indemnitor shall forfeit such joint control right with respect to a particular Third-Party Claim if the Indemnitor or any Affiliate of the Indemnitor makes any public statement or filing, or takes any action (including the filing of any submission or pleading, or the giving of a deposition or production of documents, in any administrative or court proceeding) in connection with such Third-Party Claim that is inconsistent in a material respect with any representation or warranty made by the Indemnitor in this Agreement or the Tax Materials.

(ii) The Indemnitor and GM shall exercise their rights to jointly control the defense of any such Third-Party Claim solely for the purpose of defeating such Third-Party Claim and, unless required by Applicable Law, neither the Indemnitor nor GM shall make any statements or take any actions that would reasonably be expected to result in the shifting of liability for Losses or Tax-Related Losses arising out of such Third-Party Claim from the party making such statement or taking such action (or any of its affiliates) to the other party (or any of its affiliates).

(iii) Statements made or actions taken by either the Indemnitor or GM in connection with the defense of any such Third-Party Claim shall not prejudice the rights of such party in any subsequent action or proceeding between the parties.

(iv) If either GM or the Indemnitor fails to jointly defend any such Third-Party Claim, then the other party shall solely defend such Third-Party Claim and the party failing to jointly defend shall use reasonable best efforts to cooperate with the other party in its defense of such Third-Party Claim; provided, however, that GM may not compromise or settle any such Third-Party

Claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld or delayed. All costs and expenses of either party in connection with, and during the course of, the joint control of the defense of any such Third-Party Claim shall be paid by the party that incurs such costs and expenses.

#### 12.6 Exclusivity of Article XII.

(a) This Article XII constitutes the complete and exclusive agreement of the parties with respect to the indemnification of GM for Tax-Related Losses contained in Section 12.4. Any conflict between the terms of this Section 12.6 and any other provision of this Agreement, or any provision of any other agreement, shall be resolved in favor of this Section 12.6, unless such other provision expressly provides that it shall be given priority over this specific section.

(b) Except for the right to pursue equitable remedies, the remedies provided to GM in this Article XII shall be deemed the sole and exclusive remedies of GM with respect to the subject matters set forth in this Article XII. The parties hereto specifically acknowledge that, in accordance with, but without limitation to, Section 14.10, GM shall have the right to obtain an injunction or other appropriate equitable remedy, in the event that Hughes or the Purchaser, or any Subsidiary or affiliate of Hughes or the Purchaser, proposes to take any Potential Disqualifying Action or other action described in Section 12.2 without the prior consent of GM or proposes otherwise to take an action that is prohibited, or to fail to take an action that is required, pursuant to this Article XII. The representations and warranties contained in Section 12.1(a) shall terminate upon Closing. The representations and warranties contained in Section 12.1(c) shall terminate upon Closing except as necessary to preserve GM's rights to pursue the remedies afforded GM in Sections 12.3(e) and 12.4 with respect to representations and warranties made at or prior to the Split-Off Effective Time. The covenants contained in Article XII shall not terminate upon Closing.

### ARTICLE XIII

#### INDEMNIFICATION

13.1 Indemnification by GM. GM shall indemnify, defend and hold harmless the Purchaser Indemnitees from and against any and all Losses incurred or sustained by the Purchaser Indemnitees to the extent arising from Third-Party Claims (except in the case of Sections 13.1(b) and 13.1(d), which need not arise from Third-Party Claims) relating to, arising out of or due to:

(a) any untrue statement or alleged untrue statement of a material fact contained in, or incorporated into, the GM Disclosure Portions of the Disclosure Documents, or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading;

(b) (i) any and all Losses arising under Title IV of ERISA or the Code with respect to any “multiemployer plan” (as defined in Section 4001(a)(3) of ERISA) or any “pension plan” (as defined in Section 3(2) of ERISA and which is subject to Section 412 of the Code) currently or previously maintained, contributed to or required to be contributed to by GM or any ERISA Affiliate of GM (other than Hughes or any Hughes Affiliate) (other than Losses in respect of any current or former employee of Hughes or any Hughes Affiliate with respect to their employment with Hughes or any Hughes Affiliate), (ii) any and all Losses relating to post-retirement health or life insurance benefits (other than in respect of any employee (including any former employee) of Hughes or any Hughes Affiliate with respect to their employment with Hughes or any Hughes Affiliate), in each case with respect to any current or former employee of GM or any GM Affiliate arising from any plan, contract or other arrangement with respect to which GM or any GM Affiliate is a party, and (iii) notwithstanding clause (i) above, any and all Losses relating to the payment of benefits to the persons listed on Section 13.1(b) of the GM Disclosure Schedule from any employee benefit or retirement plan sponsored, maintained or contributed to by GM or any GM Affiliate; provided, however, that (A) the indemnification provided in this Section 13.1(b) shall have no effect on the respective rights and obligations of GM and Hughes pursuant to the Separation Agreement and the Ancillary Separation Agreements and (B) the indemnification provided for in clause (iii) shall not pertain to or relieve Hughes of its obligations to pay and, pursuant to Section 5.1(f) of the Separation Agreement, indemnify the GM Indemnitees from and against any and all Losses relating to benefit obligations of Hughes owing to such persons arising out of any employee benefit plan or retirement plan sponsored, maintained or contributed to by Hughes or any Hughes Affiliate; provided, that for the purposes of this Section 13.1(b), the term “Hughes Affiliate” shall be deemed to include any entity previously owned, directly or indirectly, by Hughes;

(c) (i) any GM Sales Process Claim; provided, however, that (A) other than with respect to any claim based on a breach of the Transaction Agreements, the Purchaser on behalf of itself and the Purchaser Affiliates, respectively, hereby waives, releases and forever discharges any and all GM Sales Process Claims, except to the extent that the Purchaser or any Purchaser Affiliate hereafter incurs any Losses in respect thereof arising out of a claim by a Person other than the Purchaser or any Purchaser Affiliate and (B) other than with respect to any claim based on a breach of the Transaction Agreements, the Purchaser agrees that it shall not, and shall cause the Purchaser Affiliates not to, seek to recover from GM or any GM Affiliate or any of their respective Representatives for any Losses to the extent that such Losses relate to, arise out of or are due to a GM Sales Process Claim unless and until such time as, and only to the extent that, any of the Purchaser or any Purchaser Affiliate incurs any Losses in respect thereof arising out of a claim by a Person other than the Purchaser or any Purchaser Affiliate; and (ii) the declaration and payment by Hughes to GM of the Special Dividend; and

(d) any failure of the representations and warranties set forth in Section 4.6 hereof (other than the last sentence thereof) to be true and correct at the Closing.

13.2 Indemnification by the Purchaser; Sharing of Certain Amounts.

(a) The Purchaser shall indemnify, defend and hold harmless the GM Indemnitees and the Hughes Indemnitees from and against any and all Losses incurred or sustained by the GM Indemnitees or the Hughes Indemnitees, as applicable, to the extent arising from Third-Party Claims relating to, arising out of or due to any untrue statement or alleged untrue statement of a material fact contained in, or incorporated by reference into, the Purchaser Disclosure Portions of the Disclosure Documents, or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (it being understood and agreed that, for the purposes of this Agreement, "Purchaser Disclosure Portions" means any and all information furnished by or on behalf of the Purchaser or any Purchaser Affiliate or any of their respective Representatives, for inclusion in the Disclosure Documents, including all information relating to: (i) the Purchaser or any Purchaser Affiliate, the capital stock of the Purchaser, the business or operations of the Purchaser, financial information and data relating to the Purchaser or any Purchaser Affiliate (including both historical and pro forma financial data), or (ii) plans regarding the business or operations of the Purchaser or any Purchaser Affiliate and other forward-looking information regarding the Purchaser or any Purchaser Affiliate).

(b) The Purchaser shall indemnify, defend and hold harmless the Hughes Indemnitees and the GM Indemnitees from and against any and all Losses to the extent relating to, arising out of or due to Third-Party Claims for Losses in the case of clause (i) below, and any and all fines and monetary penalties imposed by a Special Foreign Governmental Authority in the case of clause (ii) below, incurred or sustained by the Hughes Indemnitees or the GM Indemnitees, as applicable, relating to, arising out of or due to:

(i) effectuating the Closing notwithstanding the failure of the Purchaser and/or any of its Affiliates to obtain all consents, waivers, approvals and/or other authorizations required in connection with the Transactions from any Specified Foreign Person; and

(ii) effectuating the Closing notwithstanding (x) the failure of the Purchaser, GM, Hughes and/or any of their respective Affiliates to obtain any consent, waiver, approval or other authorization from, or make any filing with, any Specified Foreign Governmental Authority required in connection with the Transactions, (y) the failure of the Purchaser, GM, Hughes and/or any of their respective Affiliates, to comply with any applicable waiting period of any Specified Foreign Governmental Authority required to be complied with in connection with the Transactions and/or (z) the existence of a temporary

restraining order, preliminary or permanent injunction or other order or decree issued by any Specified Foreign Governmental Authority.

(c) The Purchaser shall indemnify, defend and hold harmless the GM Indemnitees and the Hughes Indemnitees from and against any and all Losses incurred or sustained by the GM Indemnitees and the Hughes Indemnitees, as applicable, to the extent arising from Third-Party Claims relating to, arising out of or due to any Purchaser Sales Process Claim; provided, however, that (i) other than with respect to any claim based on a breach of the Transaction Agreements, GM on behalf of itself and the GM Affiliates and Hughes on behalf of itself and the Hughes Affiliates, respectively, hereby waive, release and forever discharge any and all Purchaser Sales Process Claims, except to the extent that GM or any GM Affiliate or Hughes or any Hughes Affiliate, as applicable, hereafter incurs any Losses in respect thereof arising out of a claim by a Person other than GM or any GM Affiliate or Hughes or any Hughes Affiliate, as applicable, and (ii) other than with respect to any claim based on a breach of the Transaction Agreements, each of GM and Hughes agrees that it shall not, and shall cause its respective Affiliates not to, seek to recover from the Purchaser or any Purchaser Affiliate or any of their respective Representatives for any Losses to the extent that such Losses relate to, arise out of or are due to a Purchaser Sales Process Claim unless and until such time as, and only to the extent that, any of GM or any GM Affiliate or Hughes or any Hughes Affiliate incurs any Losses in respect thereof arising out of a claim by a Person other than GM or any GM Affiliate or Hughes or any Hughes Affiliate, as applicable.

13.3 Indemnification by Hughes. Hughes shall indemnify, defend and hold harmless the Purchaser Indemnitees from and against any and all Losses incurred or sustained by the Purchaser Indemnitees to the extent arising from Third-Party Claims relating to, arising out of or due to:

(a) any untrue statement or alleged untrue statement of a material fact contained in, or incorporated by reference into, the Hughes Disclosure Portions (as defined in the Separation Agreement) of the Disclosure Documents, or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading;

(b) any untrue statement or alleged untrue statement of a material fact contained in, or incorporated by reference into, any report or filing of Hughes with respect to any period entirely or partially prior to the Split-Off Effective Time required by or filed under the Exchange Act, or any filing made prior to the Split-Off Effective Time under the Securities Act by Hughes, or the omission or alleged omission to state in any such report or filing a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that Hughes shall not be liable in any such case to the extent that any such Losses relate to, arise out of or are based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in any such report or filing in reliance upon and in conformity with written information furnished to Hughes or any Hughes Affiliate or any

of their respective Representatives by or on behalf of GM or any GM Affiliate or any of their respective Representatives specifically for use in preparing such report or filing by Hughes; provided, further, that Hughes shall not be liable in any such case to the extent that any such Losses relate to, arise out of or are based upon statements or omissions relating to any plans, proposals, intentions or policies of GM or any GM Affiliate existing at the time that such report or filing was made; provided, further, that this Section 13.3(b) shall not apply to the Disclosure Documents (which matters are addressed in Section 13.3(a) above); and

(c) any untrue statement or alleged untrue statement of a material fact contained in, or incorporated by reference into, any report or other filing of GM with respect to any period entirely or partially prior to the Split-Off Effective Time required by or filed under the Exchange Act relating to Hughes, any Hughes Affiliate, the Hughes Business or the GM Class H Common Stock, or any filing made prior to the Split-Off Effective Time under the Securities Act by GM relating to Hughes, any Hughes Affiliate, the Hughes Business or the GM Class H Common Stock, or the omission or alleged omission to state in any such report or filing a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that, with respect to any report or filing of GM, Hughes shall be liable in any such case only to the extent that any such Losses arise out of or are based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in any such report or filing in reliance upon and in conformity with written information furnished to GM, any GM Affiliate or any of their respective Representatives by or on behalf of Hughes, any Hughes Affiliate or any of their respective Representatives specifically for use in preparing such report or filing by GM; provided, further, that Hughes shall not be liable in any such case to the extent that any such Losses relate to, arise out of or are based upon any plans, proposals, intentions or policies of GM or any GM Affiliate existing at the time such report or filing was made; provided, further, that this Section 13.3(c) shall not apply to the Disclosure Documents (which matters are addressed in Section 13.3(a) above).

#### 13.4 Tax Effects of Indemnification.

(a) Any indemnification payment made under this Agreement by the Purchaser to any GM Indemnitee, or by GM to any Purchaser Indemnitee, shall for all Tax purposes, except as required by Applicable Law, be characterized as an adjustment to the Purchase Price. Any indemnification payment made under this Agreement by GM to any Hughes Indemnitee, or by Hughes to any GM Indemnitee, shall for all Tax purposes, except as required by Applicable Law, be characterized as a distribution from Hughes to GM or a contribution by GM to Hughes, as applicable, made immediately prior to the Split-Off Effective Time. Any indemnification payment made under this Agreement by the Purchaser to any Hughes Indemnitee shall for all Tax purposes, except as required by Applicable Law, be characterized as a contribution by the Purchaser to Hughes.

(b) The amount of any Loss for which indemnification is provided under this Agreement shall be adjusted in accordance with Section 5.5(b) of the Separation Agreement.

13.5 Effect of Insurance Upon Indemnification. The amount which a Person obligated to provide indemnification under this Agreement (an "Indemnifying Party") is required to pay to any Person entitled to seek indemnification under this Agreement (an "Indemnitee") pursuant to this Article XIII shall be reduced (including retroactively) by any payment actually received and retained by an Indemnitee from an insurance carrier or paid by an insurance carrier on behalf of the insured, net of any applicable premium adjustment ("Insurance Proceeds") and other amounts actually recovered by such Indemnitee in reduction of the related Loss, it being understood and agreed that each of GM, Hughes and the Purchaser shall use reasonable best efforts to collect any such proceeds or other amounts to which it or any of its Affiliates is entitled, without regard to whether it is the Indemnifying Party hereunder. No Indemnitee shall be required, however, to collect any such proceeds or other amounts prior to being entitled to indemnification from an Indemnifying Party hereunder. If an Indemnitee receives a payment from an Indemnifying Party in respect of a Loss (an "Indemnity Payment") and subsequently receives Insurance Proceeds or other amounts in respect of such Loss, then such Indemnitee shall pay to such Indemnifying Party an amount equal to the difference between (a) the sum of the amount of such Indemnity Payment and the amount of such Insurance Proceeds or other amounts actually received and (b) the amount of such Loss, in each case adjusted (at such time as appropriate adjustment can be determined) to reflect any premium adjustment attributable to such claim.

13.6 Procedure for Indemnification Involving Third-Party Claims.

(a) Notice of Claim. If any Indemnitee receives notice of the assertion of any Third-Party Claim with respect to which an Indemnifying Party is obligated under this Article XIII to provide indemnification, such Indemnitee shall give such Indemnifying Party notice thereof (together with a copy of such Third-Party Claim, process or other legal pleading) promptly after becoming aware of such Third-Party Claim; provided, however, that the failure of any Indemnitee to give notice as provided in this section shall not relieve any Indemnifying Party of its obligations under this Article XIII, except to the extent that such Indemnifying Party is actually prejudiced by such failure to give notice. Such notice shall describe such Third-Party Claim in reasonable detail.

(b) Obligation of Indemnifying Party. An Indemnifying Party, at such Indemnifying Party's own expense and through counsel chosen by such Indemnifying Party (which counsel shall be reasonably acceptable to the Indemnitee), may elect to defend any Third-Party Claim. If an Indemnifying Party elects to defend a Third-Party Claim, then, within ten (10) Business Days after receiving notice of such Third-Party Claim (or sooner, if the nature of such Third-Party Claim so requires), such Indemnifying Party shall notify the Indemnitee of its intent to do so, and such Indemnitee shall cooperate in the defense of such Third-Party Claim. Such Indemnifying Party shall

pay such Indemnitee's reasonable out-of-pocket expenses incurred in connection with such cooperation. Such Indemnifying Party shall keep the Indemnitee reasonably informed as to the status of the defense of such Third-Party Claim. After notice from an Indemnifying Party to an Indemnitee of its election to assume the defense of a Third-Party Claim, such Indemnifying Party shall not be liable to such Indemnitee under this Article XIII for any legal or other expenses subsequently incurred by such Indemnitee in connection with the defense thereof other than those expenses referred to in the preceding sentence; provided, however, that such Indemnitee shall have the right to employ one law firm as counsel, together with a separate local law firm in each applicable jurisdiction ("Separate Counsel"), to represent such Indemnitee in any action or group of related actions (which firm or firms shall be reasonably acceptable to the Indemnifying Party) if, in such Indemnitee's reasonable judgment at any time, either a conflict of interest between such Indemnitee and such Indemnifying Party exists in respect of such claim, or there may be defenses available to such Indemnitee which are different from or in addition to those available to such Indemnifying Party and the representation of both parties by the same counsel would be inappropriate, and in that event (i) the reasonable fees and expenses of such Separate Counsel shall be paid by such Indemnifying Party (it being understood, however, that the Indemnifying Party shall not be liable for the expenses of more than one Separate Counsel (excluding local counsel) with respect to any Third-Party Claim (even if against multiple Indemnitees)) and (ii) each such Indemnifying Party and such Indemnitee shall have the right to conduct its own defense in respect of such claim. If an Indemnifying Party elects not to defend against a Third-Party Claim, or fails to notify an Indemnitee of its election as provided in this Article XIII within the period of ten (10) Business Days described above, the Indemnitee may defend, compromise, and settle such Third-Party Claim and shall be entitled to indemnification hereunder (to the extent permitted hereunder); provided, however, that no such Indemnitee may compromise or settle any such Third-Party Claim without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Indemnifying Party shall not, without the prior written consent of the Indemnitee, settle or compromise any Third-Party Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the delivery by the claimant or plaintiff to the Indemnitee of a written release from all liability in respect of such Third-Party Claim.

(c) Joint Defense of Certain Claims. Notwithstanding the provisions of Section 13.6(b) hereof, GM, Hughes and the Purchaser shall jointly control the defense of, and cooperate with each other with respect to defending, any Third-Party Claim with respect to which any two or more parties are claiming that they are entitled to indemnification under Section 13.1, 13.2 or 13.3. If any party fails to defend jointly any such Third-Party Claim, the other party shall solely defend such Third-Party Claim and the party failing to defend jointly shall use reasonable best efforts to cooperate with the other party in its defense of such Third-Party Claim; provided, however, that neither party may compromise or settle any such Third-Party Claim without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. All costs and expenses of either party in connection with, and during the course of, the

joint control of the defense of any such Third-Party Claim shall be initially paid by the party that incurs such costs and expenses. Such costs and expenses shall be reallocated and reimbursed in accordance with the respective indemnification obligations of the parties at the conclusion of the defense of such Third-Party Claim.

13.7 Procedure for Indemnification Not Involving Third-Party Claims.

If any Indemnitee desires to assert against an Indemnifying Party any claim for indemnification under this Article XIII other than a Third-Party Claim, the Indemnitee shall deliver to the Indemnifying Party notice of its demand for satisfaction of such claim (a “Request”), specifying in reasonable detail the amount of such claim and the basis for asserting such claim. Within thirty (30) days after the Indemnifying Party has been given a Request, the Indemnifying Party shall either (i) satisfy the claim requested to be satisfied in such Request by delivering to the Indemnitee payment by wire transfer or a certified or bank cashier’s check payable to the Indemnified Party in immediately available funds in an amount equal to the amount of such claim, or (ii) notify the Indemnitee that the Indemnifying Party contests such claim by delivering to the Indemnitee a written notice of an objection to such claim that specifies in reasonable detail the basis for contesting such claim.

13.8 Exclusive Remedies. Except for the right to pursue equitable remedies and for acts constituting fraud and criminal misconduct, the remedies provided in this Article XIII shall be deemed the sole and exclusive remedies of the parties, from and after the Merger Effective Time, with respect to the subject matters of the indemnification provisions of this Article XIII.

13.9 Other Liabilities. Except as provided in Section 13.4(b) hereof, this Article XIII shall not be applicable to any matter which is governed by Article XII of this Agreement.

ARTICLE XIV

MISCELLANEOUS

14.1 Certain Definitions.

(a) For purposes of this Agreement, the following terms shall have the meanings specified in this Section 14.1:

“20-Day Average Purchaser Stock Price” shall have the meaning ascribed to such term in the Merger Agreement.

“Action” means a suit, claim, action, proceeding or investigation.

“Additional Non-Recommendation Fee” shall have the meaning ascribed to such term in Section 3.4(a)(iii) hereof.

“Affiliate” or “affiliate” means with respect to GM, Hughes or the Purchaser, a GM Affiliate, a Hughes Affiliate or a Purchaser Affiliate, as the case may be.

“Agreement” shall have the meaning ascribed to such term in the preamble hereof.

“American Depositary Receipts” shall have the meaning ascribed to such term in Section 6.4(a) hereof.

“American Depositary Shares” shall have the meaning ascribed to such term in Section 6.4(a) hereof.

“Ancillary Separation Agreements” shall have the meaning ascribed to such term in the Separation Agreement.

“Antitrust Law” shall have the meaning ascribed to such term in Section 9.4(c) hereof.

“Applicable Law” means all applicable laws, statutes, orders, rules, regulations, policies or guidelines promulgated, or judgments, decisions or orders entered by any Governmental Authority.

“ASX” shall have the meaning ascribed to such term in Article VI hereof.

“Business Day” means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

“Cash Fraction” shall have the meaning ascribed to such term in Section 2.1 hereof.

“Certificates” shall have the meaning ascribed to such term in Section 7.7(a) hereof.

“Change in Tax Law” means any amendment to, or change in (including any announcement of a prospective change, such as, but not limited to, the reporting of legislation by the House Ways and Means Committee or the Senate Finance Committee, or the proposal of a legislative change), the laws or regulations of the United States, or any official administrative pronouncement (including the issuance of any proposed regulation or IRS pronouncement) or judicial decision interpreting or applying such laws or regulations, in each case that has an effective date that is proposed to precede the Split-Off Effective Time or that otherwise applies to or affects the tax treatment of the Split-Off or affects the impact that a Potential Disqualifying Action would have on the Tax-Free Status of the Split-Off.

“Claim” shall have the meaning ascribed to such term in Section 9.12(b) hereof.