

“Class H Fraction” shall have the meaning ascribed to such term in Section 7.4(b) hereof.

“Closing” shall have the meaning ascribed to such term in Section 3.1 hereof.

“Closing Date” shall have the meaning ascribed to such term in Section 3.1 hereof.

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

“Communications Regulation” shall have the meaning ascribed to such term in Section 9.4(e) hereof.

“Competing Transaction” shall have the meaning ascribed to such term in Section 9.6(a)(i) hereof.

“Confidentiality Agreement” shall have the meaning ascribed to such term in Section 9.2 hereof.

“Confirmation” shall have the meaning ascribed to such term in Section 7.2(d) hereof.

“Confirmation Period” shall have the meaning ascribed to such term in Section 7.2(d) hereof.

“Confirmation Request” shall have the meaning ascribed to such term in Section 7.2(d) hereof.

“Consent Solicitation Failure” shall have the meaning ascribed to such term in Section 3.2(b)(iii) hereof.

“Control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise or the beneficial ownership (as such term is used in Rule 13d-3 of the Exchange Act) of more than fifty percent (50%) of the voting securities of a Person.

“Current GM Employee Benefit Plans Registration Rights Agreement” shall have the meaning ascribed to such term in Section 4.5(b) hereof.

“Custodian” shall have the meaning ascribed to such term in Section 6.4(b) hereof.

“Department of Labor” means the United States Department of Labor.

“Deposit Agreement” shall have the meaning ascribed to such term in Section 9.18 hereof.

“Depository” shall have the meaning ascribed to such term in Section 9.18 hereof.

“DGCL” shall have the meaning ascribed to such term in Section 3.2(b)(iii) hereof.

“DIRECTV Business” shall have the meaning ascribed to such term in Section 12.2(c) hereof.

“Disclosure Documents” shall have the meaning ascribed to such term in Section 9.1(a) hereof.

“Dispute” shall have the meaning ascribed to such term in Section 14.15 hereof.

“Dispute Notice” shall have the meaning ascribed to such term in Section 14.15(a) hereof.

“Disqualifying Action” shall have the meaning ascribed to such term in Section 12.2(a)(i) hereof.

“Employee Matters Agreement” means the Employee Matters Agreement in the form set forth as Exhibit I, to be entered into between Hughes and the Purchaser concurrently with the execution of this Agreement.

“Encumbrance” means any lien, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, preemptive rights, restriction, easement, servitude, or any transfer restriction under any shareholder or similar agreement, other than, if any such Encumbrance relates to capital stock or Permitted Encumbrances of the type set forth in clause (v) of the definition thereof.

“Environmental and Safety Requirements” means all applicable federal, state, local and foreign statutes, regulations, ordinances and other provisions having the force or effect of law, all judicial and administrative orders and determinations and all common law in each case concerning public health and safety, worker health and safety, and pollution or protection of the environment (including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, Release or threatened Release (whether onsite or offsite), control, or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise or radiation).

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

“Excess Shares Provision” means Section 4 of Article IV of the Hughes Charter Amendment.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

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

“Exchange Option” shall have the meaning ascribed to such term in Section 7.10(a) hereof.

“Exchange Ratio” shall have the meaning ascribed to such term in the Merger Agreement.

“FCC” shall have the meaning ascribed to such term in Section 5.20 hereof.

“FCC Consent Application” shall have the meaning ascribed to such term in Section 9.4(b) hereof.

“Final Determination” means the final resolution of liability for any Tax for a taxable period (i) by IRS Form 870 or 870-AD (or any successor forms thereto), on the date of acceptance by or on behalf of the taxpayer, or by a comparable form under the laws of other jurisdictions; except that a Form 870 or 870-AD or comparable form that reserves (whether by its terms or by operation of law) the right of the taxpayer to file a claim for refund and/or the right of the taxing authority to assert a further deficiency shall not constitute a Final Determination; (ii) by a decision, judgment, decree or other order by a court of competent jurisdiction, which has become final and unappealable; (iii) by a closing agreement or accepted offer in compromise under Section 7121 or 7122 of the Code, or comparable agreements under the laws of other jurisdictions; (iv) by any allowance of a refund or credit in respect of an overpayment of Tax, but only after the expiration of all periods during which such refund may be recovered (including by way of offset) by the taxing jurisdiction; or (v) by any other final disposition, including by reasons of the expiration of the applicable statute of limitations or by mutual agreement of the parties.

“FIRPTA Affidavit” shall have the meaning ascribed to such term in Section 10.2(e) hereof.

“Fixed Price Shares” shall have the meaning ascribed to such term in Section 2.1.

“Floor Price Termination Notice” shall have the meaning ascribed to such term in Section 3.2(e).

“GAAP” means generally accepted United States accounting principles as of the date hereof.

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

“GM \$1-2/3 Common Stock” shall have the meaning ascribed to such term in the preamble hereof.

“GM 10-K” shall have the meaning ascribed to such term in Article IV hereof.

“GM Affiliate” shall have the meaning ascribed to such term in the Separation Agreement.

“GM Board Policy Statement” shall have the meaning ascribed to such term in Section 7.2(a)(i) hereof.

“GM Certificate of Incorporation” shall have the meaning ascribed to such term in the preamble hereof.

“GM Charter Amendment” shall have the meaning ascribed to such term in the preamble hereof.

“GM Class H Common Stock” shall have the meaning ascribed to such term in the preamble hereof.

“GM Disclosure Portions” shall have the meaning ascribed to such term in the Separation Agreement.

“GM Disclosure Schedule” shall have the meaning ascribed to such term in Section 4.5(b) hereof.

“GM Employee Benefit Plans” shall have the meaning ascribed to such term in Section 4.5(b) hereof.

“GM Employee Benefit Plans Transfer Agreement” shall have the meaning ascribed to such term in Section 4.5(b) hereof.

“GM Financial Advisor Fairness Opinions” shall have the meaning ascribed to such term in Section 7.1(b) hereof.

“GM Financial Advisors” shall have the meaning ascribed to such term in Section 7.1(b) hereof.

“GM Hourly Pension Plan” shall have the meaning ascribed to such term in Section 4.5(b) hereof.

“GM Indemnitees” means GM, all GM Affiliates and each of their respective directors, officers and employees (in their capacities as such).

“GM Preference Stock” shall have the meaning ascribed to such term in Section 4.5(a) hereof.

“GM Preferred Stock” shall have the meaning ascribed to such term in Section 4.5(a) hereof.

“GM Registration Rights Agreement” shall mean the Registration Rights Agreement in the form attached hereto as Exhibit H, to be entered into by and between GM and Purchaser concurrently with the execution of this Agreement.

“GM Salaried Pension Plan” shall have the meaning ascribed to such term in Section 4.5(b) hereof.

“GM Sales Process Claim” means all claims (including any and all claims, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys’ fees, or liabilities of any nature whatsoever in law and in equity, whether related to, arising out of, or due to occurrences or conditions prior to, on or after the Split-Off Effective Time, and whether known or unknown, suspected, or claimed) related to, arising out of or due to, directly or indirectly, the investigation, consideration, pursuit or entering into (including the adequacy of disclosure by and due diligence of GM or Hughes and including any allegations of breach of fiduciary duty by Persons associated with, including directors of, GM or Hughes with respect to the transactions contemplated by the Transaction Agreements) of one or more strategic transactions involving Hughes or any Hughes Affiliate and one or more unaffiliated Persons.

“GM SEC Documents” shall have the meaning ascribed to such term in Article IV.

“GM Termination Fee” shall have the meaning ascribed to such term in Section 3.4(a)(i) hereof.

“GM Transaction Agreements” means this Agreement, the Separation Agreement, the Ancillary Separation Agreements, the Joint Defense Agreement and the GM Registration Rights Agreement.

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

“Governmental Authority” means any government or governmental or regulatory body thereof, or political subdivision thereof, whether federal, state, local, U.S. or non-U.S., or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

“HSR Act” shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

“HSSL” means Hughes Software Systems Limited.

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

“Hughes 10-K” shall have the meaning ascribed to such term in Article V hereof.

“Hughes Affiliate” shall have the meaning ascribed to such term in the Separation Agreement.

“Hughes Business” shall mean the business of Hughes and its Subsidiaries taken as a whole.

“Hughes By-laws Amendment” shall have the meaning ascribed to such term in Section 7.12 hereof.

“Hughes Capital Stock” means any class or series of capital stock of Hughes or of any successor corporation

“Hughes Charter Amendment” shall have the meaning ascribed to such term in Section 7.12 hereof.

“Hughes Class B Common Stock” shall have the meaning ascribed to such term in the preamble hereof.

“Hughes Common Stock” shall have the meaning ascribed to such term in the preamble hereof.

“Hughes Common Stock Exchange” shall have the meaning ascribed to such term in Section 7.5(b)(i) hereof.

“Hughes Covered Person” shall have the meaning ascribed to such term in the Separation Agreement.

“Hughes Disclosure Portions” shall have the meaning ascribed to such term in the Separation Agreement.

“Hughes Disclosure Schedule” shall have the meaning ascribed to such term in Section 5.2 hereof.

“Hughes ERISA Affiliate” shall have the meaning ascribed to such term in Section 5.13 hereof.

“Hughes Existing Pension Plan” means any “pension plan” (as defined in Section 3(2) of ERISA and which is subject to Section 412 of the Code) currently maintained by Hughes or any Hughes Affiliates.

“Hughes FCC Licenses” shall have the meaning ascribed to such term in Section 5.20 hereof.

“Hughes Financial Advisor Fairness Opinions” shall have the meaning ascribed to such term in Section 7.1(b) hereof.

“Hughes Financial Advisors” shall have the meaning ascribed to such term in Section 7.1(b) hereof.

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

“Hughes Indemnitees” means Hughes, all Hughes Affiliates and each of their respective directors, officers and employees (in their capacities as such).

“Hughes Independent Directors” shall have the meaning ascribed to such term in the Hughes By-Laws.

“Hughes Intellectual Property” means all Intellectual Property (i) owned by Hughes or any of its Subsidiaries or (ii) used or held for use by Hughes or any of its Subsidiaries in their business pursuant to a valid license agreement.

“Hughes’ Knowledge” or “to the Knowledge of Hughes” shall have the meaning ascribed to such term in Section 14.1(b) hereof.

“Hughes Material Adverse Effect” means, when used with reference to one or more events, changes, circumstances or effects, a material adverse effect on the business, operations, assets, liabilities or financial condition of Hughes and its Subsidiaries taken as a whole, other than events, changes, circumstances or effects that arise out of or result from (or, in the case of clause (iii) below, directly arise out of or result from) (i) economic factors affecting the economy or financial markets as a whole (whether such change results from any outbreak of hostility, terrorist activity, war or otherwise), (ii) economic, political or regulatory factors generally affecting the industries or countries in which Hughes or any of its Subsidiaries operates, (iii) the announcement of the execution of this Agreement and the agreements contemplated hereby or the compliance by the parties with their respective obligations hereunder and thereunder (including any cancellations of or delays in customer orders, any reduction in sales, any disruption in supplier, distributor, partner or similar relationships or any loss of employees), (iv) any conditions imposed by, or actions taken at the direction of, any Governmental Authority in connection with the transactions contemplated hereby (including compliance with any requests or orders of the Pension Benefit Guaranty Corporation relating to a Hughes Existing Pension Plan) and (v) the occurrence of any of the events described in Section 14.1 of the Hughes Disclosure Schedule; provided, however, that, without limiting the effect of Applicable Law relating to the allocation of the burden of proof applicable to assertions as to the presence or absence of a Hughes Material Adverse Effect (other than with respect to clause (iii) above), Hughes shall have the burden of proof with respect to any assertion by it of the applicability of the exception to the definition of Hughes Material Adverse Effect set forth in clause (iii) above.

“Hughes Permit Entities” shall have the meaning ascribed to such term in Section 5.20 hereof.

“Hughes Permits” shall have the meaning ascribed to such term in Section 5.20 hereof.

“Hughes Plans” shall have the meaning ascribed to such term in Section 5.13 hereof.

“Hughes SEC Documents” shall have the meaning ascribed to such term in Article V hereof.

“Hughes Separation Transactions” shall have the meaning ascribed to such term in the preamble hereof.

“Hughes Transaction Agreements” means this Agreement, the Separation Agreement, the Merger Agreement, the Employee Matters Agreement, the Ancillary Separation Agreements and the Joint Defense Agreement.

“Indemnification Action” shall have the meaning ascribed to such term in Section 12.4(a) hereof.

“Indemnifying Party” shall have the meaning ascribed to such term in Section 13.5 hereof.

“Indemnitee” shall have the meaning ascribed to such term in Section 13.5 hereof.

“Indemnitor” shall have the meaning ascribed to such term in Section 12.4(c) hereof.

“Indemnity Payment” shall have the meaning ascribed to such term in Section 13.5 hereof.

“Insurance Proceeds” shall have the meaning ascribed to such term in Section 13.5 hereof.

“Intellectual Property” means:

(i) all patents and patent applications, trademarks, service marks, trade names (whether registered or unregistered) and pending applications for registration of any of the foregoing, domain names, copyrights and registrations and applications therefor, mask works and any applications for registration thereof, trade secrets, inventions, know-how, confidential and other intellectual property and proprietary rights arising from or in respect of the foregoing; and

(ii) any and all computer programs, including any and all software implementations (whether in source code or object code), databases, including any and all

data and collections of data, whether machine readable or otherwise, and any other work product used to design and develop any of the foregoing and all documentation relating to the foregoing.

“Interim Period” shall have the meaning ascribed to such term in the Separation Agreement.

“IRS” means the Internal Revenue Service of the United States Department of the Treasury.

“IRS Submission” shall have the meaning ascribed to such term in Section 9.7(a) hereof.

“Joint Defense Agreement” shall mean the Joint Defense Agreement, dated as of the date hereof and attached hereto as Exhibit G.

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

“LTAP” shall have the meaning ascribed to such term in Section 4.5(a) hereof.

“Mailing Date” shall have the meaning ascribed to such term in Section 7.2(a)(iii) hereof.

“Material Real Property” shall have the meaning ascribed to such term in Section 5.23 hereof.

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

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

“Merger Consideration” shall have the meaning ascribed to such term in the Merger Agreement.

“Merger Effective Time” shall have the meaning ascribed to such term in the Merger Agreement.

“Merger Sub” shall have the meaning ascribed to such term in the Separation Agreement.

“Merger Sub Common Shares” shall have the meaning ascribed to such term in Section 6.14(b) hereof.

“Negotiation Period” shall have the meaning ascribed to such term in Section 14.15(a) hereof.

“Non-Recommendation Determination” shall have the meaning ascribed to such term in Section 7.2(b) hereof.

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

“Notice of Non-Mailing” shall have the meaning ascribed to such term in Section 7.3(d) hereof.

“Notice of Non-Recommendation” shall have the meaning ascribed to such term in Section 7.2(b) hereof.

“NPAL” means News Publishing Australia Limited, a Delaware corporation.

“NYSE” shall have the meaning ascribed to such term in Section 4.3(d) hereof.

“Option” shall have the meaning ascribed to such term in Section 7.10(a) hereof.

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

“Outside Date” shall have the meaning ascribed to such term in Section 3.2(b)(i) hereof.

“PanAmSat” means PanAmSat Corporation, a Delaware corporation.

“PanAmSat 10-K” shall have the meaning ascribed to such term in Article V.

“PanAmSat SEC Documents” shall have the meaning ascribed to such term in Article V.

“Permits” shall have the meaning ascribed to such term in Section 5.20 hereof.

“Permitted Encumbrances” means (i) all defects, exceptions, restrictions, easements, rights of way and encumbrances disclosed in policies of title insurance that have been made available to the Purchaser; (ii) statutory liens for current Taxes, assessments or other governmental charges not yet delinquent or the amount or validity of which is being contested in good faith by appropriate proceedings; provided an appropriate reserve is established therefor; (iii) mechanics’, carriers’, workers’, repairers’ and similar Encumbrances arising or incurred in the ordinary course of business; (iv) zoning, entitlement and other land use and environmental regulations by any Governmental Authority; and (v) restrictions on transfer pursuant to federal, state and foreign securities laws.

“Person” means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

“Potential Disqualifying Action” shall have the meaning ascribed to such term in Section 12.2(a)(ii) hereof.

“Preferred Limited Voting Ordinary Shares” shall have the meaning ascribed to such term in Section 6.4(a) hereof.

“PRIMESTAR Registration Rights Agreement” shall have the meaning ascribed to such term in Section 4.5(b) hereof.

“Prohibition Period” shall have the meaning ascribed to such term in the Hughes Charter Amendment.

“Proxy/Consent Solicitation Statement” shall have the meaning ascribed to such term in Section 7.2(a)(ii) hereof.

“Purchase Price” shall have the meaning ascribed to such term in Section 2.1 hereof.

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

“Purchaser Affiliate” means, as of any particular time, a Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with the Purchaser as of such time; provided, however, that the term “Purchaser Affiliate” shall not include Hughes and its Subsidiaries.

“Purchaser Consideration” shall have the meaning ascribed to such term in the Merger Agreement.

“Purchaser Disclosure Portions” shall have the meaning ascribed to such term in Section 13.2(a) hereof.

“Purchaser Disclosure Schedule” shall have the meaning ascribed to such term in Section 6.3 hereof.

“Purchaser Documents” shall have the meaning ascribed to such term in Section 6.2(a) hereof.

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

“Purchaser Indemnitees” means the Purchaser, all Purchaser Affiliates and each of their respective directors, officers and employees (in their capacities as such).

“Purchaser Material Adverse Effect” means, when used with reference to one or more events, changes, circumstances or effects, a material adverse effect on the business, operations, assets, liabilities or financial condition of the Purchaser and its Subsidiaries taken as a whole, other than events, changes, circumstances or effects that arise out of or

result from (i) economic factors affecting the economy or financial markets as a whole (whether such change results from any outbreak of hostility, terrorist activity, war or otherwise), and (ii) economic, political or regulatory factors generally affecting the industries or countries in which the Purchaser or any of its Subsidiaries operates.

“Purchaser Materiality Exception” shall have the meaning ascribed to such term in Section 9.4(f) hereof.

“Purchaser Sales Process Claim” means all claims (including any and all claims, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys’ fees, or liabilities of any nature whatsoever in law and in equity, whether related to, arising out of, or due to occurrences or conditions prior to, on or after the Split-Off Effective Time, and whether known or unknown, suspected, or claimed) related to, arising out of or due to, directly or indirectly, the investigation, consideration, pursuit or entering into (including the adequacy of disclosure by and due diligence of the Purchaser and including any allegations of breach of fiduciary duty by Persons associated with, including directors of, the Purchaser with respect to the transactions contemplated by the Transaction Agreements) of one or more strategic transactions involving the Purchaser or any Purchaser Affiliate and one or more unaffiliated Persons.

“Purchaser Stock” shall have the meaning ascribed to such term in Section 6.4(a) hereof.

“Qualified Subsidiary” means a Subsidiary in which (i) the Purchaser owns 80% or more of the outstanding capital stock and (ii) the remainder of such outstanding capital stock is either (x) widely held and publicly traded or (y) owned by another Qualified Subsidiary of the Purchaser.

“Redactable Information” shall have the meaning ascribed to such term in Section 9.7(a) hereof.

“Redemption Effective Time” shall have the meaning ascribed to such term in the GM Charter Amendment.

“Registration Statements” shall have the meaning ascribed to such term in Section 4.9 hereof.

“Release” has the meaning set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or similar Environmental and Safety Requirements.

“Representatives” shall have the meaning ascribed to such term in Section 9.6(a) hereof.

“Request” shall have the meaning ascribed to such term in Section 13.7 hereof.

“Requisite Stockholder Approval” shall have the meaning ascribed to such term in Section 4.11(a) hereof.

“Requisite Vote Matters” shall have the meaning ascribed to such term in Section 7.2(a)(i) hereof.

“Ruling” shall have the meaning ascribed to such term in Section 10.3(g) hereof.

“Ruling Request” shall have the meaning ascribed to such term in Section 9.7(a) hereof.

“SEC” shall have the meaning ascribed to such term in Section 7.3(a) hereof.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Separate Counsel” shall have the meaning ascribed to such term in Section 13.6(b) hereof.

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

“Service Agent” shall have the meaning ascribed to such term in Section 14.16 hereof.

“Settlement” shall have the meaning ascribed to such term in Section 9.4(f) hereof.

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

“Significant Subsidiary” means a Subsidiary of a Person that would constitute a “significant subsidiary” within the meaning of Rule 1-02 of Regulation S-X of the Exchange Act, if such Rule were applicable to such Person.

“SPA Cash Payment Election Notice” shall have the meaning ascribed to such term in Section 2.1.

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

“Special Employee Items Agreement” means the Special Employee Items Agreement, substantially in the form set forth as Exhibit C to the Separation Agreement.

“Specified Foreign Governmental Authority” means any Governmental Authority specified on Section 13.2(b)(i) of the Purchaser Disclosure Schedule.

“Specified Foreign Persons” shall have the meaning ascribed to such term in Section 6.3(e) hereof.

“Spin-Off Distribution” means a distribution (whether by dividend, distribution, merger or otherwise) of capital stock of Hughes to some or all of the stockholders of GM, either alone or in connection with the sale of not more than 5% of the outstanding capital stock of Hughes to one or more Persons in negotiated transactions; provided that the foregoing shall not occur in connection with a combination of the Hughes Business with the business of another unaffiliated Person, unless such Person acquires beneficial ownership of 5% or less of the surviving or acquiring entity in such transaction.

“Split-Off” shall have the meaning ascribed to such term in the preamble hereof.

“Split-Off Denominator” shall have the meaning ascribed to such term in Section 7.4(b) hereof.

“Split-Off Effective Time” shall have the meaning ascribed to such term in the Separation Agreement.

“Split-Off Fraction” shall have the meaning ascribed to such term in Section 7.5(b)(iii) hereof.

“Split-Off Numerator” shall have the meaning ascribed to such term in Section 7.4(b) hereof.

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

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

“Subsequent Ruling” shall have the meaning ascribed to such term in Section 12.3(b)(i) hereof.

“Subsequent Tax Opinion” shall have the meaning ascribed to such term in Section 12.3(b)(i) hereof.

“Subsidiary” with respect to a Person, means any corporation, limited liability company, partnership, trust or unincorporated organization of which such Person owns, directly or indirectly, 50% or more of the outstanding stock or other equity interests, the holders of which are entitled to vote for the election of the board of directors or others performing similar functions with respect to such corporation, limited liability company, partnership, trust or unincorporated organization.

“Superior Proposal” shall have the meaning ascribed to such term in Section 9.6(b) hereof.

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

“Surviving Corporation Common Stock” shall have the meaning ascribed to such term in the preamble hereof.

“Surviving Corporation Class B Common Stock” shall have the meaning ascribed to such term in the Merger Agreement.

“Tax” means any (i) United States federal, state or local or non-United States income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax, assessment or governmental charge of any kind whatever imposed by any Governmental Authority, including any interest, penalty or addition thereto, whether disputed or not, (ii) liability for the payment of any amount of the type described in clause (i) above arising as a result of being (or having been) a member of any group or being (or having been) included or required to be included in any Tax return related thereto and (iii) liability for the payment of any amount of the type described in clause (i) or clause (ii) above as a result of any express or implied obligation to indemnify or otherwise assume or succeed to the liability of any other Person.

“Tax Allocation Agreements” shall mean (i) the Agreement for the Allocation of United States Federal Income Taxes, by and among GM, Hughes, Hughes Electronics Corporation (formerly GM Hughes Electronics Corporation), HE Holdings, Inc. (formerly Hughes Aircraft Company), and Delco Electronics Corporation, effective as of December 29, 1985, as amended, (ii) the Tax Sharing Agreement, by and among GM, Hughes and HE Holdings, Inc. (subsequently renamed Raytheon Corporation), dated as of December 17, 1997, as amended, (iii) the Agreement between Hughes and GM and Delco Electronics Corporation regarding prior years’ income Taxes and (iv) the Amended and Restated Agreement for the Allocation of United States Income Taxes, by and between GM and Hughes, dated as of March 20, 2003.

“Tax Control”, as to Hughes, means GM’s direct ownership of at least eighty percent (80%) of both (i) Voting Stock and (ii) each class and series of Hughes Capital Stock other than Voting Stock and, as to any other corporation, shall have a correlative meaning that takes into account the principles of Section 368(c) of the Code.

“Tax Counsel” shall have the meaning ascribed to such term in Section 9.7(b) hereof.

“Tax-Free Status of the Split-Off” shall have the meaning ascribed to such term in Section 12.2(a) hereof.

“Tax Materials” shall have the meaning ascribed to such term in Section 12.1(a) hereof.

“Tax Opinions” shall have the meaning ascribed to such term in Section 9.7(b) hereof.

“Tax-Related Losses” shall have the meaning ascribed to such term in Section 12.4(a) hereof.

“Tax-Related Party” shall have the meaning ascribed to such term in Section 12.1(c) hereof.

“Tax Return” means all returns, declarations, reports, estimates, information returns and statements required to be filed in respect of any Taxes.

“Third-Party Claim” means any claim, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority or asserted by a Person other than GM or any GM Affiliate, Hughes or any Hughes Affiliate or the Purchaser or any Purchaser Affiliate.

“Top-Off Election Notice” shall have the meaning ascribed to such term in the Merger Agreement.

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

“Transaction Agreements” means the GM Transaction Agreements and the Hughes Transaction Agreements.

“U.S. Trust” shall have the meaning ascribed to such term in Section 4.5(b) hereof.

“Variable Price Shares” shall have the meaning ascribed to such term in Section 2.1.

“VEBA” shall have the meaning ascribed to such term in Section 4.5(b) hereof.

“Voting Stock” means the total combined voting power of all outstanding shares of Hughes Capital Stock entitled to vote generally in the election of directors of Hughes.

(b) References to a party’s “Knowledge” or “to the Knowledge of” a party and similar terms shall refer to the knowledge, after due inquiry, of the senior officers of such party; provided that for purposes of this definition only, “due inquiry” shall be deemed to have been exercised if such persons make reasonable written inquiry of the appropriate persons at the applicable entities and follow up such inquiry with such number of telephone calls or further written inquiries, as the inquiring party, in its

reasonable good faith judgment would deem appropriate if acting in its own interest, and review any responses to such inquiries.

14.2 Further Assurances. From time to time, as and when requested by any party hereto, the other party or parties hereto, as applicable, shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement or any of the agreements contemplated by this Agreement.

14.3 No Survival of Representations and Warranties. The parties hereto hereby agree that the representations and warranties of GM, Hughes and the Purchaser contained in this Agreement, other than in Article XII and Section 4.6 hereof (other than the last sentence of Section 4.6 hereof), or in any certificate, document or instrument delivered in connection herewith, other than the Separation Agreement, shall not survive the Closing.

14.4 Notices. All notices shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed) or dispatched by a nationally recognized overnight courier service to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to Hughes, to:

200 North Sepulveda Boulevard
El Segundo, CA 90245
Attention: Larry D. Hunter
Telecopy No.: (310) 648-3370

With a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Frederick S. Green
Michael E. Lubowitz
Telecopy No.: (212) 310-8007

If to GM, to:

300 Renaissance Center
Detroit, MI 48265-3000
Attention: Warren G. Andersen
Telecopy No.: (313) 665-4978

With a copy to:

Jenner & Block, LLC
One IBM Plaza
Chicago, IL 60611
Attention: Robert S. Osborne
Joseph P. Gromacki
Telecopy No.: (312) 923-2790

if with regard to Article XII of this Agreement, also with a copy to:

Kirkland & Ellis
200 E. Randolph Drive
Chicago, IL 60601
Attention: Jeffrey T. Sheffield, P.C.
Telecopy No.: (312) 660-0408

If to the Purchaser, to:

c/o The News Corporation Limited
1211 Avenue of the Americas
New York, NY 10036
Attention: Arthur M. Siskind
Telecopy No.: (212) 768-2029

With a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
Attention: Lou R. Kling
Howard L. Ellin
Telecopy No.: (212) 735-2000

14.5 Interpretation: Absence of Presumption.

(a) For the purposes of this Agreement, (i) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (ii) the terms “hereof”, “herein”, and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all of the Exhibits and Schedules hereto) and not to any particular provision of this Agreement, and Article, Section, paragraph, Exhibit and Schedule references are to the Articles, Sections, paragraphs, Exhibits and Schedules to this Agreement unless otherwise specified, (iii) the word “including” and words of similar import when used in this Agreement shall mean

“including, without limitation,” unless the context otherwise requires or unless otherwise specified, (iv) the word “or” shall not be exclusive, (v) provisions shall apply, when appropriate, to successive events and transactions, (vi) unless otherwise specified, all references to any period of days shall be deemed to be to the relevant number of calendar days, (vii) “dollars” or “\$” means United States dollars and (viii) “cash” means dollars in immediately available funds.

(b) For the purposes of this Agreement, the obligation of Hughes to cause its Subsidiaries to take or not take any action with respect to PanAmSat and HSSL and their Subsidiaries shall be deemed to be satisfied, notwithstanding any standards to the contrary, if Hughes uses its reasonable best efforts to cause PanAmSat and HSSL and their Subsidiaries to take or not take such action. For purposes of this Agreement, the obligation of Hughes to use reasonable best efforts to cause PanAmSat or HSSL to take or not take any action shall require only that Hughes (i) exercise all voting rights on any matter submitted by PanAmSat and HSSL, as applicable, for approval of its respective stockholders, (ii) exercise all rights under any contract or agreement to which Hughes is a party, (iii) cause its representatives acting as officers or members of the board of directors of PanAmSat or HSSL, as applicable, subject to their fiduciary duties to such entities and their stockholders under Applicable Law, to exercise all rights as officers and directors of PanAmSat and HSSL, as applicable, and (iv) otherwise use its reasonable best efforts to cause PanAmSat and HSSL to take or not take such specified actions if Hughes had prior knowledge that PanAmSat or HSSL was considering taking or not taking such specified actions. For purposes of this Agreement, the obligation of Hughes to cause DIRECTVLA to take or not take any action shall be subject to any fiduciary duties of DIRECTVLA and the members of its Executive Committee.

(c) The Article, Section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(d) This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

14.6 Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same Agreement. The parties may execute more than one copy of the Agreement, each of which shall constitute an original.

14.7 Entire Agreement; Severability.

(a) This Agreement (including the documents and the instruments referred to herein), the Confidentiality Agreement and the other Transaction Agreements contain the entire agreement between the parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter and

there are no agreements or understandings between the parties other than those set forth or referred to herein or therein.

(b) If any provision of this Agreement or the application thereof to any person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the parties.

14.8 Third Party Beneficiaries. The Hughes Indemnified Parties and their respective successors shall be third party beneficiaries of the indemnification provisions of Section 9.12 hereof, as applicable, and shall be entitled to enforce those provisions in each such case as fully and to the same extent as if they were parties to this Agreement. Except as provided in the previous sentence, (i) the provisions of this Agreement are solely for the benefit of the parties and are not intended to confer upon any person except the parties any rights or remedies hereunder and (ii) there are no third party beneficiaries of this Agreement and this Agreement shall not provide any third person with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

14.9 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware (without regard to principles of conflicts of laws).

14.10 Specific Performance. The parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Accordingly, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the party or parties who are or are to be thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. Any requirements for the securing or posting of any bond with such remedy are waived.

14.11 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties; provided, however, that notwithstanding the foregoing or anything contained in any Transaction Agreement, (i) the Purchaser and Hughes shall be permitted to assign their rights under the Transaction Agreements to one or more financing sources in order to

secure such party's obligation thereto and (ii) the Purchaser may assign its right to purchase the Shares hereunder to a Qualified Subsidiary of the Purchaser, in which case the Purchaser (or, in the event the Purchaser designates a Qualified Subsidiary as the purchaser of Shares, then the Purchaser) shall provide representations and warranties with respect to such Qualified Subsidiary covering the matters contained in Article VI hereof and such Qualified Subsidiaries shall be bound by the covenants contained herein that bind the Purchaser, to the extent applicable; provided, further, that no such assignment shall relieve the assigning party from any obligations hereunder. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. It is understood and agreed that the Purchaser (or a Qualified Subsidiary of the Purchaser) currently expects to, and nothing in the Transaction Agreements shall restrict the Purchaser (or its Qualified Subsidiary) from, transferring any shares of Surviving Corporation Common Stock, or assigning any rights under the Transaction Agreements, to one or more Qualified Subsidiaries of the Purchaser.

14.12 Amendment. This Agreement may be amended by the parties hereto, by action taken or authorized by their respective Boards of Directors; provided, however, that, except as may be permitted by Applicable Law, no amendment shall be made following the receipt of the Requisite Stockholder Approval that alters or changes (i) the amount or type of consideration to be received by GM or (ii) any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of the GM Class H Common Stock or the holders of the GM \$1-2/3 Common Stock, in each case without the approval, if required, of the holders of GM Class H Common Stock or GM \$1-2/3 Common Stock. Notwithstanding the foregoing, this Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

14.13 Extension; Waiver. Except as otherwise provided in this Agreement, at any time prior to the Merger Effective Time, GM and Hughes (with respect to the Purchaser) and the Purchaser (with respect to GM and Hughes), by action taken or authorized by their respective Boards of Directors, may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of such other party, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document delivered pursuant hereto and (c) waive or extend the time for compliance by such other party with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such party.

14.14 Dispute Resolution. GM, Hughes and the Purchaser shall attempt in good faith to resolve any dispute among the parties arising out of or relating to this Agreement promptly through negotiations of the parties prior to seeking any other legal or equitable remedy.

14.15 Arbitration. Any dispute between the parties hereto arising out of or relating to Article XII or Article XIII hereof, including the interpretation of Article XII or Article XIII (in each case, a “Dispute”), shall be resolved only in accordance with the following provisions:

(a) Negotiation. GM, Hughes and/or the Purchaser (as applicable) shall attempt in good faith to resolve any Dispute promptly through negotiations of the parties. Any party may deliver to another a written notice of a Dispute, which shall set forth, in reasonable detail, the nature of the Dispute (a “Dispute Notice”). Within twenty (20) Business Days after the receipt of such Dispute Notice, the appropriate representatives of the relevant parties shall meet to attempt to resolve such Dispute. If such Dispute has not been resolved within the period of twenty (20) Business Days following the initial meeting of the representatives following the receipt of a Dispute Notice (the “Negotiation Period”), or if one of the parties fails or refuses to negotiate such Dispute, then the issue shall be settled by arbitration pursuant to Section 14.15(b) hereof. The results of such arbitration shall be final and binding on the parties.

(b) Arbitration Procedure. Any party to a Dispute may initiate arbitration with regard to such Dispute by giving the other party written notice either (i) at any time following the end of the Negotiation Period or (ii) if the parties do not meet within twenty (20) Business Days of the receipt of the Dispute Notice, at any time thereafter. The arbitration shall be conducted by three arbitrators in accordance with the Rules for Non-Administered Arbitration of Business Disputes promulgated by the Center for Public Resources, as in effect on the date hereof, except as otherwise provided in this Section 14.15. Within twenty (20) days following receipt of the written notice of arbitration, the disputing parties shall each appoint one arbitrator. The two arbitrators so appointed shall appoint the third arbitrator. If either of the disputing parties shall fail to appoint an arbitrator within such twenty (20) day period, the arbitration shall be by the sole arbitrator appointed by the other party. Regardless of who selects the arbitrator, each arbitrator selected to resolve a Dispute under Article XII shall be an attorney or accountant who is generally recognized in the relevant community as a qualified and competent practitioner with experience in the subject matter area involved in the issue or issues to be resolved. Such arbitrators shall be empowered to determine whether the disputing party is required to indemnify any indemnifiable party pursuant to Section 12.4 or Sections 13.1 and 13.2 (as applicable) and to determine the amount of the related indemnification payment. Each of the disputing parties shall bear fifty percent (50%) of the aggregate expenses of the arbitrators. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§1-14. The place of arbitration shall be New York, New York. The final decision of the arbitrators shall be rendered no later than one (1) year from the date of the written notice of arbitration.

14.16 Consent to Jurisdiction. Except with respect to Article XII and XIII hereof, any action, suit or proceeding arising out of any claim that the parties cannot settle through good faith negotiations shall be litigated exclusively in the state courts of Delaware. Each of the parties hereto hereby irrevocably and unconditionally (i) submits

to the jurisdiction of the state courts of Delaware for any such action, suit or proceeding, (ii) agrees not to commence any such action, suit or proceeding except in the state courts of Delaware, (iii) waives, and agrees not to plead or to make, any objection to the venue of any such action, suit or proceeding in the state courts of Delaware, (iv) waives, and agrees not to plead or to make, any claim that any such action, suit or proceeding brought in the state courts of Delaware has been brought in an improper or otherwise inconvenient forum, (v) waives, and agrees not to plead or to make, any claim that the state courts of Delaware lack personal jurisdiction over it and (vi) waives its right to remove any such action, suit or proceeding to the federal courts except when such courts are vested with sole and exclusive jurisdiction by statute. GM, Hughes and the Purchaser shall cooperate with each other in connection with any such action, suit or proceeding to obtain reliable assurances that confidential treatment will be accorded any information that any party shall reasonably deem to be confidential or proprietary. Each of the parties hereto irrevocably designates and appoints its respective Service Agent as its agent to receive service of process in any such action, suit or proceeding. Each of the parties hereto further covenants and agrees that, until the expiration of all applicable statutes of limitations relating to potential claims under this Agreement, each such party shall maintain a duly appointed agent for the service of summonses and other legal process in the State of Delaware, and shall promptly notify the other party hereto of any change in the name or address of its Service Agent and the name and address of any replacement for its Service Agent, if such agent is no longer the Service Agent named herein. This Section 14.16 is meant to comply with 6 Del. C. Section 2708. For the purposes of this Agreement "Service Agent" means, for GM and for Hughes, The Corporation Trust Company, with offices on the date hereof at 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801, or, for either party, such other Person at such other address as such party may specify in a notice provided to the Purchaser after the date of this Agreement in accordance with Section 14.4 of this Agreement. For the purposes of this Agreement, "Service Agent" means, for the Purchaser and for Merger Sub, Corporation Service Company, with offices on the date hereof at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, or such other Person at such other address as the Purchaser may specify in a notice provided to the other parties after the date of this Agreement in accordance with Section 14.4 of this Agreement.

****REMAINDER OF PAGE INTENTIONALLY LEFT BLANK****

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

HUGHES ELECTRONICS
CORPORATION

By: _____
Name:
Title:

THE NEWS CORPORATION LIMITED

By: _____
Name:
Title:

GENERAL MOTORS CORPORATION

By: _____
Name:
Title:

MB-03-124

DOCKET FILE COPY ORIGINAL

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

RECEIVED

MAY 15 2003

Federal Communications Commission
Office of Secretary

Application of)
)
GENERAL MOTORS CORPORATION AND)
HUGHES ELECTRONICS CORPORATION,)
)
Transferors.)
)
and)
)
THE NEWS CORPORATION LIMITED,)
)
Transferee)
)
For Authority to Transfer Control)

MB Docket No 03-__

**CONSOLIDATED APPLICATION FOR
AUTHORITY TO TRANSFER CONTROL**

ATTACHMENTS—VOLUME III (A)

**TRANSFER OF CONTROL APPLICATIONS
FOR LICENSES CONTROLLED BY
HUGHES ELECTRONICS CORPORATION**