

Section 4.16
Permits

None.

Section 4.17
Real Estate

Section 4.17.1 *Real Property.*

None.

Section 4.17.2 *Good and Valid Leashold.*

None.

Section 4.17.3 *Compliance; List of Leased Real Property; Defaults.*

None.

Section 4.17.3(a) *Compliance; Full Force and Effect.*

None.

Section 4.17.3(b) *List of Leased Real Property.*

See Section 4.13(k).

Section 4.17(c) *Defaults.*

None.

Section 4.18
Guarantees

See Section 4.13(i).

Section 4.19
DTV Shares

None.

Section 4.20
Certain Tax Matters

Section 4.20.1 *Tax Returns.*

None.

Schedule 4.20.2 *Withholding*

None.

Section 4.20.3 *Audits; Investigations.*

Schedule 4.20.2 *Withholding*

None.

Schedule 4.20.4 *Availability of Tax Returns*

None.

Schedule 4.20.5 *Consolidation; Tax Sharing Agreements*

None.

Schedule 4.20.6 *Timing*

None.

Schedule 4.20.7 *Statute of Limitations*

None.

Schedule 4.20.8 *Section 355*

None.

Schedule 4.20.9 *Reportable Transactions*

None.

Schedule 4.20.10 *Tax Agreements*

None.

Schedule 4.20.11 *DTV Shares*

None.

Section 4.21
Affiliate Transactions

Agreements between Parent and DTV

Section 4.22
Brokers and Finders Fees

Parent has agreed to pay to
a fee in connection with the transactions contemplated by the Agreement.

Section 6.2
Conduct of Business by Parent

Section 6.10.1
Transferred Employees

See attached.

Union employees hired as needed in the ordinary course of business and consistent with past practices under the collective bargaining agreements listed in Section 4.14 hereof.

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Section 6.11
Intercompany Services and Accounts; Releases of Restrictions

None.

LMC DISCLOSURE LETTER

Capitalized terms used but not defined in this LMC Disclosure Letter shall have the respective meanings ascribed to such terms in the Share Exchange Agreement, dated as of December 22, 2006 (the "**Agreement**"), by and between Parent and LMC.

Any matter disclosed in any Section of this LMC Disclosure Letter in such a way as to make its relevance to one or more representations, warranties or covenants contained in the Agreement or information called for by one or more other Sections of this LMC Disclosure Letter reasonably apparent shall be deemed to be an exception to such representations, warranties or covenants or to be disclosed in such other Section(s) of this LMC Disclosure Letter notwithstanding the omission of a reference or cross reference thereto; provided, that the foregoing will not be applicable to sections of the LMC Disclosure Letter that set forth an affirmative list of items required to be set forth in response to the applicable provision of the Agreement rather than such sections which set forth modifications or exceptions to any other provision of this Agreement.

Any disclosure of a fact or circumstance shall not establish, or constitute an admission of, the materiality of such fact or such circumstance or such fact's or circumstance's consequence or relevance to any determination of materiality, to any determination regarding the existence of a Material Adverse Effect with respect to any Person or LMC or to any determination with respect to whether or not an action constitutes an action taken in the ordinary course of business of any Person or LMC. This LMC Disclosure Letter must be read along with the relevant portions of the Agreement and forms an integral part thereof.

Any item of information disclosed in this LMC Disclosure Letter shall be subject to the terms of the confidentiality provision contained in Section 6.1 of the Agreement.

Headings (other than numerical references to sections and subsections of the Agreement) have been inserted in some of the Sections of this LMC Disclosure Letter for convenience of reference only, and such headings shall not have the effect of amending or changing the express description of the Section of this LMC Disclosure Letter as set forth in the Agreement.