
(h) In so far as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling person

BAKER BOTTS

The Board of Directors
Liberty Media Corporation:

We consent to the incorporation by reference in the registration statement on Form S-8 regarding the Liberty Media 401(k) Savings Plan of our report, dated February 23, 2012, with respect to the consolidated balance sheets of Liberty Media Corporation and subsidiaries (the Company) as of December 31, 2011 and 2010, and the related consolidated statements of operations, comprehensive earnings (loss), cash flows, and equity for each of the years in the three-year period ended December 31, 2011.

Our report on the consolidated financial statements of Liberty Media Corporation refers to the Company's adoption, effective January 1, 2011, of ASU 2009-14:*Software (Topic 985): Certain Revenue Arrangements That Include Software Elements* and ASU 2009-13, *Revenue Recognition (Topic 605): Multiple-Deliverable Revenue Arrangements*.

/s/ KPMG LLP

Denver, Colorado
January 11, 2013

The Board of Directors
Liberty Media Corporation:

We consent to the incorporation by reference in the registration statement on Form S-8 regarding the Liberty Media 401(k) Savings Plan of our report, dated June 1, 2012, with respect to the statements of net assets available for participant benefits of the Liberty Media 401(k) Savings Plan as of December 31, 2011 and 2010, and the related statements of changes in net assets available for participant benefits for the years then ended and the related supplemental Schedule H, Line 4i - Schedule of Assets (Held at End of Year) as of December 31, 2011, which report appears in the December 31, 2011 Annual Report on Form 11-K of the Liberty Media 401(k) Savings Plan.

/s/ KPMG LLP

Denver, Colorado
January 11, 2013

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The Company, by execution of this document, amends and restates the qualified plan known as the Liberty Media 401(k) Savings Plan. The Plan and Trust Fund are created for the exclusive benefit of Employee-Participants and their Beneficiaries. The Plan is intended to qualify under Sections 401(a) and 401(k) of the Code, and the Trust created under the Plan is intended to be exempt under Section 501(a) of the Code. The portion of the Plan which is invested in Qualifying Employer Securities will be treated as a stock bonus plan, and the portion of the Plan which is not invested in Qualifying Employer Securities will be treated as a profit-sharing plan.

When used herein, the following words shall have the following meanings, unless the context clearly indicates otherwise:

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- 2.1. "Account," unless otherwise indicated, means a Participant's entire inteza nd fot i t clearl

- 2.29. "Reemployment Commencement Date" means the first date after a Break in Service on which an Employee performs an Hour of Service for the Employer.
- 2.30. "Stock Bonus Plan Account" means the portion of the Participant's Account which is invested in Qualifying Employer Securities, pursuant to Code Section 401(a) (23).
- 2.31. "Termination of Employment" means the termination of a person's status as an employee of the Company and any Associated Company.
- 2.32. "Total Disability" means a disability that permanently renders a Participant unable to perform satisfactorily the usual duties of his or her employment with his or her Employer, as determined by a physician selected by the Plan Committee or its delegatee, and which results in the Participant's termination of active employment with the Employer.
- 2.33. "Trustee" means the person or persons appointed as Trustee of the Trust Fund established by this Plan and Trust and any duly appointed and qualified successor Trustee.
- 2.34. "Trustee Responsibility" means any responsibility provided in the Plan to manage or control the assets of this Plan.
- 2.35. "Trust Fund" means the assets of the trust established under this Plan from which the benefits under this Plan shall be paid and shall include all income and losses of any nature earned or incurred by the fund and all changes in fair market value.
- 2.36. "Valuation Date" means the dates on which Accounts are valued each Plan Year, which will be every business day on which Qualifying Employer Securities are traded on NASDAQ or on a securities exchange.

2.37. "Year of Service" has the following meanings:

[a]

3.1. WHO MAY BECOME A PARTICIPANT

- [a] Generally: Except as provided below, an Employee will participate in this Plan immediately upon employment with an Employer if the Employee has attained age 18. Notwithstanding the above, for Employees of Atlanta National League Baseball Club, Inc. and its subsidiaries who are described in Section 2.37[h], such Employee will be eligible to participate in this Plan on the first day of the first calendar quarter following completion of one Year of Service and attainment of age 18.
 - [b] Commencement of Participation: Upon completing the eligibility requirements under Section 3.1[a], such eligible Employee will become a Participant as of the first day of the first payroll period commencing within a reasonable period of time (but not less than 30 days).
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Upon Termination of Employment, Participants shall not be permitted to make contributions to this Plan and any severance payment shall not be considered "Compensation" which may be contributed to this Plan.

- [1] **After-Tax Contributions:** Participant after-tax contributions by payroll deduction shall be referred to as voluntary contributions or after-tax contributions. Each Participant shall designate as a voluntary contribution an amount in percentages up to 10% of the Participant's Compensation in each payroll period, until changed by the Participant.
 - [2] **Pre-Tax Contributions:** Participant pre-tax contributions shall be known as salary reductions or pre-tax contributions. A Participant's pre-tax contributions plus his or her catch-up contributions may not exceed 75% of the Participant's Compensation in each payroll period.
 - [3] **Catch-Up Contributions:** All Employees who are eligible to make pre-tax contributions under this Plan and who have attained age 50 by December 31 of the Plan Year shall be eligible to make catch-up contributions in accordance with, and subject to the limitations of, Code Section 414(v). Such catch-up contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Code Section 402(g) and 415. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Code Sections 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416, as applicable, by reason of the making of such catch-up contributions. Catch-up contributions will not be matched by the Company.
- [b] **Changes in Participant Contributions:** A Participant may change, suspend, or resume his or her contribution designation prospectively, but not retroactively, effective for a payroll period by providing notice to the Plan Committee; provided that such notice is received by the Plan Committee at such time so as to provide the Plan Committee with an administratively practical period of time prior to the start of the payroll period for which such change, suspension, or resumption is to be effective in order to process such request. Any such notice shall remain effective until the Participant makes another contribution designation as provided above. No Employer contributions shall be made on behalf of

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the Participant with respect to any period in which the Participant's contributions are suspended. Each participant is solely responsible for reviewing his or her Account to ensure that his or her contribution elections are properly implemented in the Employer's payroll system.

- [c] **Contribution Procedures and Forms:** The Plan Committee will promulgate procedures, and prepare election forms, from time to time for the designation, change, suspension, or resumption of Participant contributions.

4.2. **DETERMINATION OF CONTRIBUTION BY THE EMPLOYER:**

- [a] **Employer Matching Contributions:** Except as provided below, the Employer shall pay into the Trust Fund at least annually an amount equal to 100% of each Participant's salary reduction contributions and voluntary contributions to the Plan for each payroll period for the first 10% of the Participant's Compensation contributed by salary reduction or voluntary contribution per payroll period, or such other amount as the Board shall determine by resolution. In each such case, the Employer's contribution on behalf of each Participant shall be equal to a stated and nondiscriminatory percentage of each Participant's contributions (both voluntary contributions and salary reductions) under Section 4.1 for each payroll period. No matching contributions will be made on catch-up contributions.
- [1] **Braves:** On behalf of the Employees of the Braves, the Employer shall pay into the Trust Fund at least annually an amount equal to 50% of each Participant's salary reduction contributions and voluntary contributions to the Plan for each payroll period for the first 8% of the Participant's Compensation contributed by salary reduction or voluntary contribution per payroll period, or such other amount as the Board shall determine by resolution.
 - [2] **Collective Bargaining Employees:** In no event will any Employer contribution be made under Section 4.2 for the benefit of an Employee covered by a collective bargaining agreement described in Section 2.10[d] under which agreement Employer contributions are required to be made to any pension plan on behalf of such bargaining unit employee (regardless of eligibility under such pension plan), although such Employees will be entitled to make Participant contributions under Section 4.1 to the extent permitted under Section 2.10[d].
 - [3] **Starz Group:** On behalf of the Employees of the Starz Group, the Employer shall pay into the Trust Fund at least annually an amount equal to 100% of each Participant's salary reduction contributions and voluntary contributions to the Plan for each payroll period for the first 6% of the Participant's Compensation contributed by salary reduction or voluntary contribution per payroll period, or such other amount as the Board shall determine by resolution.

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- [b] **Forfeitures:** Any amounts forfeited under Section 7.3 shall be used first to pay Plan expenses under Section 9.6 and any remaining forfeitures after the payment of Plan expenses will be used to reduce the Employer's contribution under this Section.

4.3. **TIME AND METHOD OF PAYMENT OF CONTRIBUTION BY THE EMPLOYER:** The Employer may make payment of its contribution for any Plan Year in installments on any date or dates it elects, provided that the amount of its contribution for any year shall be paid in full within the time prescribed in order to qualify such payment as an income tax deduction for such year under the Code or any other provisions of law. Such contribution may be made in cash, in Qualifying Employer Securities (as determined by the Company), or in property of the character in which the Trustee is authorized to invest the Trust Fund. Contributions of property other than cash or Qualifying Employer Securities shall be subject to the approval of the Trustee and the Plan Committee.

4.4. **TO WHOM CONTRIBUTIONS ARE TO BE PAID:** The Employer's contributions for any Plan Year shall be paid to the Trustee and shall become a part of the Trust Fund. The Employer shall pay the salary reductions and voluntary contributions elected by the Participants to the Trustee at the earliest reasonable time but no later than the fifteenth (15th) business day of the month following month in which the Participants would have received the funds but for the Participants' salary reduction or payroll deduction election.

4.5. **RETURN OF EMPLOYER CONTRIBUTIONS:** A contribution by the Employer to the Plan shall be returned to the Company, at the Employer's discretion, under any of the following circumstances:

- [a] if a contribution is made by the Employer by a mistake of fact, including a mistaken excess contribution, within one year of its payment to the Plan; or
- [b] if all or any part of the deduction of the contribution is disallowed, to the extent of the disallowance, within one year after the disallowance of the deduction.

The Employer shall state by written request to the Trustee the amount of the contribution to be returned and the reason for such return. Such amount shall not include any

treated as a single arrangement. In the event that this Plan satisfies the requirements of Section 401(a)(9).

Year of Service.

- [3] Any Participant who was a participant in the 525 Studios, Inc. 401(k) & Profit Sharing Plan prior to May 1, 2001, shall become vested in his or her Transferred Account balance attributable to Employer contributions made prior to May 1, 2001, as follows:

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Participant shall retain the right to receive allocations of earnings and losses on his or her Account and to receive a distribution of his or her Account as determined under Article V; and

- [b] as provided in Article V, a Participant who makes contributions during any payroll period shall retain the right to receive his or her share in the Employer's contribution allocated to the Participant's Account for such payroll period.

7.2. DISTRIBUTION OF ACCOUNTS:

- [a] Notification of Trustee and Form of Distribution: When a Participant's vested Account becomes distributable under Section 7.1, the Plan Committee will notify the Trustee of the Participant's name and address, the amount of the vested Account which is distributable, and the reason for its being distributable. A Participant's Account will be distributed in cash; provided that the Participant may demand to receive his or her Stock Bonus Plan Account in shares of Qualifying Employer Securities. Cash always will be distributed in lieu of fractional shares of Qualifying Employer Securities.
- [b] Distribution Upon Retirement or Total Disability: If a Participant's Account becomes distributable upon his or her Termination of Employment with the Employer because such Participant has attained Normal Retirement Age or because of his or her Total Disability, the Trustee will distribute to the Participant his or her vested Account balance in a lump sum within a reasonable time after the close of the month (or earlier, if administratively feasible) in which occurs the latest of: [1] the date the Participant provides his or her consent to the distribution, if necessary; or [2] in the case of a distribution for which Participant consent is not required, when the time period set by the Committee for making an eligible rollover distribution election expires. If the Participant dies before receiving his or her vested Account, the remaining Account balance will be paid to his or her Beneficiary under this Section.
- [c] Distribution Upon Death: If a Participant's Account becomes distributable because of his or her death, the Trustee shall distribute to the Participant's Beneficiary the Participant's total vested Account balance in a lump sum within a reasonable time after the close of the

month (or earlier, if administratively feasible) in which occurs the latest of: [1] the date the Beneficiary provides his or her consent to the distribution, if necessary; [2] in the case of a distribution for which consent is not required and which is an eligible rollover distribution, when the time period set by the Committee for making an eligible rollover distribution election expires, or [3] in the case of a distribution for which consent is not required and which is not an eligible rollover distribution, the date the time period set by the Committee for making an eligible rollover distribution election expires. If the Beneficiary dies before receiving the Participant's vested Account, the Account balance shall be paid to the contingent Beneficiary, if any. If the Participant has not designated a Beneficiary, or if the Participant has designated a Beneficiary who dies and the Participant has not designated a contingent Beneficiary, the Participant's vested Account will be paid in a lump sum under Section 6.2.

[d] Distribution of the y

- [4] TEFRA Section 242(b)(2) Elections: Notwithstanding the other provisions of this Section, distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to section 242(b)(2) of TEFRA.

[b] Time and Manner of Distribution:

- [1] Required Beginning Date: The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.
- [2] Death of Participant Before Distributions Begin: If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
- [A] If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then, except as provided in 7.5[f], distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70-1/2, if later.
- [B] If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, except as provided in 7.5[f], distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- [C] If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- [D] If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 7.5[b][2], other than Section 7.5[b][2][A], will apply as if the surviving spouse were the Participant.

For purposes of this Section 7.5[b][2] and Section 7.5[d], unless 7.5[b][2][D] applies, distributions are considered to begin on the Participant's required beginning date. If Section 7.5[b][2][D] applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 7.5[b][2][A].

- [3] Forms of Distribution: Unless the Participant's interest is distributed in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with subsections [c] and [d] of this Section.

[c] Required Minimum Distributions During Participant's Lifetime:

- [1] Amount of Required Minimum Distribution For Each Distribution Calendar Year: During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:
- [A] the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in Income Tax Regulation Section 1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the distribution calendar year; or
- [B] if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Income Tax Regulation Section 1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.
- [2] Lifetime Required Minimum Distributions Continue Through Year of Participant's Death: Required minimum distributions will be determined under this
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- [a] Employer Contributions: A Participant may withdraw all or any part of his or her Account attributable to Employer contributions, including any earnings, losses, and changes in fair market value of such contributions, upon attaining age 59-1/2.
- [b] Voluntary After-Tax Contributions: A Participant may withdraw all or any part of his or her Account attributable to voluntary after-tax contributions, including any earnings, losses, and changes in fair market value of such contributions, at any time. Upon any withdrawal of voluntary after-tax contributions, the Participant will be prohibited from contributing to the Plan (including salary reduction contributions and voluntary after-tax contributions) for a period of six (6) months from the date of the withdrawal.
- [c] Salary Reductions: Salary reduction contributions may be withdrawn in the following circumstances:

- [1] A Participant may withdraw his or her salary reduction contributions to this Plan, excluding any earnings on such contributions, upon a hardship, which is defined as an immediate and heavy financial need. A withdrawal is deemed to be on account of an immediate and heavy financial need of the Participant if the withdrawal is for [A] expenses for medical care described in Code Section 213(d) previously incurred by the Participant or the Participant's spouse dependents, or necessary for these persons to obtain medical care described in Code Section 213(d); [B] costs directly related to the purchase of the Participant's principal residence (excluding mortgage payments); [C] payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for the Participant or the Participant's spouse or dependents; [D] payments necessary to prevent the eviction of the Participant from the Participant's principal residence or foreclosure on the mortgage on that residence; [E] payment for funeral or burial expenses for the Participant's deceased spouse, parent, child or dependent; [F] payment for expenses to repair damage to the Participant's principal residence that would qualify for a casualty loss deduction under Code Section 165 (determined without regard to whether such loss exceeds any percentage of the Participant's adjusted gross income; [G] payment for extraordinary legal expenses for the Participant or the Participant's immediate family; or [H] the occurrence of any other event deemed by the Secretary of the Treasury to create an immediate and heavy financial need under Income Tax Regulation Section 1.401(k)-1(d)(2)(iv)(C). For purposes of this paragraph, dependent is defined in Code Section 152, without regard to Code Sections 152(b)(1), (b)(2) and (d)(1)(B). No other event shall be

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considered a hardship under the terms of the Plan. A hardship distribution cannot exceed the amount required to meet the immediate financial need and cannot be reasonably available to the Participant from other resources, including insurance reimbursement, reasonable asset liquidation, cessation of Participant contributions to this Plan, or borrowing from commercial sources on reasonable terms. If the Plan Committee, or its delegate, determines in accordance with a uniform and nondiscriminatory policy that a hardship exists, it may direct the Trustee to distribute the amount requested to the Participant. A Participant who makes a hardship withdrawal under this Section may not contribute to the Trust Fund under Section 4.1 or any other plans of the Company for six months after receipt of the distribution. Any expenses attributable to the hardship withdrawal may be charged to the Account of the Participant requesting the withdrawal.

- [2] A Participant may withdraw all or any part of his or her salary reduction contributions, including any earnings, losses, and changes in fair market value of such contributions, upon attaining age 59-1/2.
- [d] Withdrawals From Other Plans: To the extent required by law, any withdrawal from any Plan maintained by any Company which is a member of a group of corporations or trades or businesses under common control with the Company will be deemed to be a withdrawal from this Plan for purposes of applying the withdrawal limitations and suspension of Plan participation provisions of this Section 7.6. Common control will be determined pursuant to Code Section 414(b) and the regulations thereunder.
- [e] Rollovers: A Participant may request a single sum withdrawal of all amounts rolled over to this Plan from another qualified plan, including any earnings thereon, at any time.
- [f] Form of Withdrawal: Withdrawals under this Section 7.6 will be made in cash, and such cash will be obtained by liquidating, on a pro rata basis and to the extent necessary to cover the requested withdrawal amount, each investment fund in which the Participant's Account is invested on the date the withdrawal request is processed. However, the Participant may demand that the requested withdrawal amount be made in the form of Qualifying Employer Securities to the extent such requested withdrawal amount is attributable to the Participant's Stock Bonus Plan Account.
- [g] Participants Ineligible for Total Distribution May Request Withdrawal: In the event a Participant has terminated employment with the Company (including but not limited to Participants who are not eligible to receive a distribution from the Plan because the Participant has not "separated from service" or because of the restrictions on distributions under Code Section 401(k)(10)), such Participant will be eligible to request any distribution under this Section 7.6 as if such Participant still were employed by the Company.

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- [h] Suspension of Contributions After Three Withdrawals: A Participant who receives more than three (3) withdrawals during any Plan Year, but excluding hardship withdrawals of salary reduction contributions, will be suspended from making any contributions to the Plan (including salary reduction contributions and voluntary after-tax contributions) for a period of six months from the date of the last withdrawal.
- [i] Additional Withdrawal Options for DMX Transferred Accounts: Solely for the portion of a Participant's Account attributable to the transfer of assets from the DMX, Inc. Savings Plan (formerly the International Cablecasting Technologies, Inc. Savings Plan, and any earnings thereon (the "DMX Transferred Accounts")), in addition to the withdrawal options otherwise provided in this Section 7.6, each Participant who has attained age 59-1/2 may request at any time a withdrawal of all or any portion of his or her DMX Accounts in a single sum payment, without incurring any suspension of contributions to the Plan.
- [j] Withdrawals Limited to Active Participants: Notwithstanding any other provision in this Plan, individuals who are alternate payees under a Qualified Domestic Relations Order, Beneficiaries of deceased Participants, Participants who are Totally Disabled, and Participants who have terminated employment with the Employer are not eligible for any withdrawals under this Section 7.6, but are entitled to a full distribution of their respective Plan interests under Section 7.2.

7.7. OPTIONAL FORMS OF BENEFITS FOR TRANSFERRED PENSION ASSETS: Notwithstanding any provision of this Plan to the contrary, to the extent that any optional form of benefit under this Plan permits a distribution prior to the employee's retirement, death, disability, or severance from employment, or prior to Plan termination, the optional form of benefit is not available with respect to benefits attributable to assets (including the post-transfer earnings thereon) and liabilities that are transferred, within the meaning of Code Section 414(1), to this Plan from a money purchase pension plan qualified under Code Section 401(a) (other than any portion of those assets and liabilities attributable to voluntary employee contributions).

7.8. ELIGIBLE ROLLOVER DISTRIBUTIONS FROM PLAN:

- [a] General Rule: Notwithstanding any provision of the Plan to the contrary that otherwise would limit a Participant's distribution election under this Article, a Participant

[a] If the Company maintains one or more defined contribution plans (including any simplified employee pension plan) and the Company has not maintained any defined benefit plan that, during the five-year period ending on the Determination Date, has or has had

of any Participant (without regard to any integration feature

or Beneficiary in the Plan, if such benefit is computed and paid on a basis which is consistent with the terms of the Plan as applied to all other Participants and beneficiaries. The determination of any matters affecting the payment of benefits to any Fiduciary other than the Plan Committee shall be determined by the Plan Committee. If the Plan Committee is an individual, the determination of any matters affecting the payment of benefits to the Plan Committee shall be made by a temporary Plan Committee who shall be appointed by the Board for such purpose. If the Plan Committee is a group of individuals, the determination of any matters affecting the payment of benefits to any individual Plan Committee member shall be made by the remaining Plan Committee members without the vote of such individual Plan Committee member. If the remaining Plan Committee members are unable to agree on any matter affecting the payment of such benefits, the Board shall appoint a temporary Plan Committee to decide the matter.

9. ~~10~~ 11 COMPENSATION AND EXPENSES OF FIDUCIARIES:

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10.5. DUTIES AND POWERS OF PLAN ADMINISTRATOR—REPORTING AND DISCLOSURE:

[a]

12.1. **TERMINATION OF PLAN:** The expectation of each Employer is to continue this Plan indefinitely, but the continuance of the Plan is not assumed as a contractual obligation by the Employer and the right is reserved to each Employer, by action of its board of directors or similar governing body, to terminate its participation in this Plan at any time. The Company will have the right to terminate this Plan at any time. The termination of this Plan by an Employer in no event shall have the effect of revesting any part of the Trust Fund in the Employer. The Plan created by execution of this agreement with respect to any Employer shall be terminated automatically in the event of the dissolution, consolidation, or merger of such Employer or the sale by such Employer of substantially all of its assets, if the resulting successor corporation or business entity shall fail to adopt the Plan and Trust under Section 12.3. If this Plan is disqualified, the Board, in its discretion, may terminate this Plan.

~~12.2. **TERMINATION OF TRUSTS:** The trusts created by this Plan shall continue in full force and effect for such time as may be necessary to accomplish the purposes for which it is created, unless sooner terminated and discontinued by the Board. Notice of such termination shall be given to the Trustee by the Plan Committee in the form of an instrument in writing executed by the Company pursuant to the action of its Board, together with a certified copy of the resolution of the Board to that effect. In its discretion, the Plan Committee may require a favorable determination letter from the Internal Revenue Service stating that the prior qualified status of the Plan has not been affected by such termination. Such termination shall take effect as of the date of the delivery of the notice of termination and favorable determination letter, if obtained, to the Trustee. The Plan Administrator shall file such terminal reports as are required in Article X.~~

12.3. **CONTINUANCE OF PLAN AND** Nti rm ormi

Participants and their beneficiaries. Under no circumstances shall any funds contributed to or held by the Trustee at any time revert to or be used by or enjoyed by an Employer except to the extent permitted by Article IV.

This Plan and Trust has been approved by the Plan Committee, as duly authorized by the Board, as of the date indicated below.

Brian Wendling
Date: _____, 2013

Sheryl AP _____ A

Workers' compensation benefits		Excluded
Employer HSA contributions (nontaxable)		
Employer's payment for health insurance premiums		
Employer's payment of COBRA premiums		
COBRA ARRA Subsidy		
Severance pay		Excluded
Severance and settlement payments paid in connection with the termination of employment if paid after termination date		Excluded
Pay in lieu of notice (if paid after termination date)		Excluded

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Workers' compensation benefits paid from third party vendor		Excluded
Any amounts paid for any reason after the end of the pay period after the pay period in which termination of employment occurs (bonuses, commissions, and vacation pay paid after the end of pay period after pay period in which termination occurs is excluded, unless the delayed payment was solely due to employer error where the payment was required by law to have been included in the employee's final paycheck)		Excluded
Taxable premiums for short term disability coverage		Excluded
Taxable premiums for long term disability coverage		Excluded
Disability benefits paid from third party insurance company		Excluded
Employee compensation deferrals to nonqualified deferred compensation plan		Excluded
Distributions from nonqualified deferred compensation plan after termination of employment		Excluded
Any amounts paid to a beneficiary upon the death of an employee		Excluded
Taxable income recognized upon the exercise of a stock appreciation right or stock option (_____ SARs and options for LINTA, LVNTA, LMCA, STRZA, DTV (DIRECTV), LBTYA (Liberty Global A), LBTYC (Liberty Global C), and DCI (Discovery) stock)	Included	
Taxable income recognized upon the vesting of restricted a stock _____ restricted shares of LINTA, LVNTA, LMCA, STRZA, DTV (DIRECTV), LBTYA (Liberty Global A), LBTYC (Liberty Global C), and DCI (Discovery) stock)	Included	

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Taxable income resulting from other equity incentive arrangements, such as LTIPs, PARs, etc.. related to shares _____ LINTA, LVNTA, LMCA, STRZA, DTV (DIRECTV), LBTYA (Liberty Global A), LBTYC (Liberty Global C), and DCI (Discovery) stock	Included	
Taxable income recognized upon the exercise of a stock appreciation right or stock option for LINTA, LVNTA, LMCA, STRZA, DTV (DIRECTV), LBTYA (Liberty Global A), LBTYC (Liberty Global C), and _____		