Date: October 10, 2013

LIBERTY MEDIA CORPORATION

By: /s/ Wade Haufschild
Name: Wade Haufschild
Title: Vice President

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EXHIBIT INDEX

Exhibit No.	Name
99.1 99.2	Press Release issued by Liberty, dated October 10, 2013 Share Repurchase Agreement, dated October 9, 2013, by and between Liberty and Sirius XM Radio Inc.
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Liberty Media Corporation Announces Repurchase of

of outstanding LMC shares, \$500 million Repurchase Agreement with SiriusXM and Proposed Private Offering of \$500 million of Cash Convertible Senior Notes

EN GI EWOOD, Colo. Oct. 10, 2013—(BUSINESS WIRE)— Liberty Media Corporation ("Liberty Media") (Nasdaq: LMCA, LMCB) announced today the following

Repurchase of 5.2% of outstanding Liberty Media common stock from Comcast Corporation greement with SiriusXM to repurchase \$500 million of SIRI shares from Liberty Media

Poposed private offering of \$500 million aggregate principal amount of convertible senior notes (with initial purchaser option to purchase an additional \$75 million aggregate principal amount) due 2023

мери chase from Comcast

Libery Media and Comcast (Nasdaq: CMCSA, CMCSK) recently completed a transaction in which a subsidiary of Comcast exchanged approximately 6.3 million shares of LMCA for a newly created subsidiary of Liberty Media which holds Leisure Arts, Inc., approximately \$417 million in cash and Liberty Media's rights in and to a revenue agreement relating to the carriage of CNBC. The exchange is intended to be tax-free.

Nus XM Repurchase

Sir XM Radio Inc. (NASDAQ: SIRI) ("Sirius") has agreed to repurchase \$500 million of its common stock from Liberty Media as part of Sirius' share repurchase m, which it announced today has been increased by an additional \$2 billion. Liberty Media expects to continue to own over 52% of the outstanding SIRI shares after with effect to the repurchase. The price per share will equal a 1.5% discount to the average of the daily volume weighted average price ("YWAP") per share of SIRI for the ren-day period beginning on the third trading day following the date of the public release of Sirius' third quarter 2013 earnings subject to a cap on the average VWAP of \$4.18 and the on the average VWAP of \$3.64. The shares are expected to be purchased in three installments, of which \$130 million will be repurchased in November 2013, \$270 million will be repurchased in April 2014, with the specific number of shares to be purchased on each repurchase date to unable to be purchased in the expectation of the shares to be purchased on that date divided by the per share price. On any of these repurchase dates (subject to certain limitations), Sirius and the required to accelerate the purchase and sale of the shares to be purchased on the next scheduled repurchase date if Sirius is able to draw upon its existing senior credit and automatic the second beautiful to the purchase date.

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In addition, Liberty Media intends to exercise options it holds under the cash convertible note hedge transactions whenever notes are converted. In order to unwind their hedge positions with respect to those exercised options, the counterparties and/or their respective affiliates may sell shares of Liberty Media's Series A common stock or other securities or instruments of Liberty Media, including the notes, in secondary market transactions or unwind various derivative transactions with respect to Liberty Media's Series A common stock, including during the period immediately prior to maturity of the notes in connection with potential conversions of the notes (and are likely to do libinish in likely to do libinish in the notes).

SHARE REPURCHASE AGREEMENT

SHARE REPURCHASE AGREEMENT	
THIS SHARE REPURCHASE AGREEMENT (this "Agreement") is made and entered into as of this 9th day of October, 2013, by and between Liberty Media Corporation, a Delaware corporation (the "Se rp" (I	
Corporation, a Delaware corporation (the "Se rp" (}	
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Section each Closing Domethod reasona	ate, the Seller shall	deliver or cause to be de	livered to the Purchase	er all of the Seller's rig	the third business day foll ght, title and interest in an tion reasonably necessary	lowing the last day of the d to the applicable Shares t mene	VWAP Period. Or by an appropriate

Section 3.4	<u>Disinterested Directors</u> .	Prior to the date hereof, the disinterest

Baker Botts L.L.P. 30 Rockefeller Plaza New York, NY 10112 Facsimile: (212) 259-2530

Attention: Frederick H. McGrath, Esq.

Renee L. Wilm, Esq.

Email: Frederick.McGrath@bakerbotts.com Renee.Wilm@bakerbotts.com

- Section 5.2 <u>Entire Agreement</u>. This Agreement and the other documents and agreements executed in connection with the Repurchase Transaction embody the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous oral or written agreements, representations, warranties, contracts, correspondence, conversations, memoranda and understandings between or among the parties or any of their agents, representatives or affiliates relative to such subject matter, including, without limitation, any term sheets, emails or draft documents.
- Section 5.3 <u>Assignment; Binding Agreement</u>. This Agreement and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. The Purchaser shall be entitled to assign its rights and obligations under this Agreement to any holding company formed by the Purchaser.
- Section 5.4 <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, and on separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Any counterpart or other signature hereupon delivered by facsimile shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by such party.

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- Section 5.5 Governing Law. This Agreement shall in all respects be construed in accordance with and governed by the substantive laws of the State of New York. Each party hereto waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any action, suit or proceeding arising out of or relating to this Agreement or any transaction contemplated hereby.
- Section 5.6 No Third Party Beneficiaries or Other Rights. Nothing herein shall grant to or create in any person not a party hereto, or any such person's dependents or heirs, any right to any benefits hereunder, and no such party shall be entitled to sue any party to this Agreement with respect thereto.
 - Section 5.7 Waiver; Consent. This Agreement and its terms may not be changed, amended, waived, termeivThi

Section 5.6 liiiiiiiiii aivûitaliliagh annstednt.6aswlioc

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