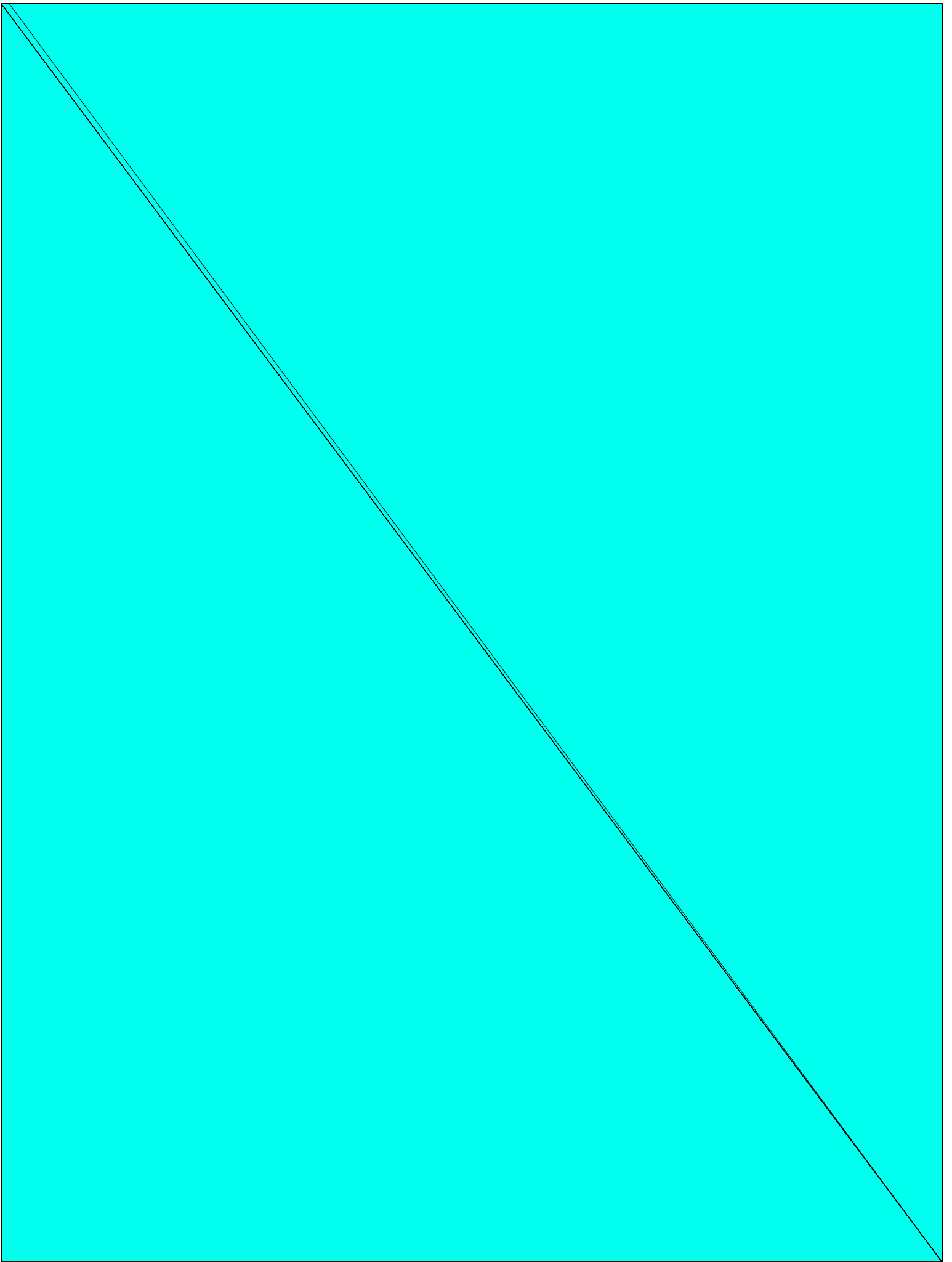


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LIBERTY MEDIA CORPORATION AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements (Continued)

(unaudited)

LIBERTY MEDIA CORPORATION AND SUBSIDIARIES

Consolidated Financial Statements (Continued)

(unaudited)

The following table presents the Company's share of earnings (losses) of affiliates:

	Three months ended March 31,	
	2013	2012
	amounts in millions	
SIRIUS XM (a)	\$ 8	33
Live Nation (b)	(19)	(16)
SIRIUS XM Canada	1	—
Other	27	(5)
	\$ 17	12

- (a) During the three months ended March 31, 2013, as discussed in note 1, Liberty acquired an additional 50 million common shares and acquired a controlling interest in SIRIUS XM and as a result consolidates SIRIUS XM as of such date. SIRIUS XM has an investment in SIRIUS XM Canada that was recorded at fair value in purchase accounting. See discussion below of SIRIUS XM Canada.
- (b) During the first quarter of 2013, Liberty acquired an additional 1.7 million shares of Live Nation for approximately \$19 million which increased our ownership percentage, at the time of acquisition, to approximately 27%.

SIRIUS XM Canada

In the acquisition of SIRIUS XM, Liberty acquired an interest in SIRIUS XM Canada which SIRIUS XM accounts for as an equity method affiliate. Liberty recognized the investment at fair value, based on the market price per share.

LIBERTY MEDIA CORPORATION AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements (Continued)

(unaudited)

Additions to intangible assets subject to amortization were the result of the acquisition of SIRIUS XM, see note 1 for additional details on the acquisition. The range of useful lives assigned to intangibles acquired are from 6 years to 15 years.

Amortization expense for intangible assets with finite useful lives was \$26 million and \$3 million for the three months ended March 31, 2013 and 2012, respectively. Based on its amortizable intangible assets as of March 31, 2013, Liberty expects that amortization expense will be as follows for the next five years (amounts in millions):

Remainder of 2013	\$ 70
2014	\$ 79
2015	\$ 78
2016	\$ 75
2017	\$ 73

(9) Long-Term Debt

Debt is summarized as follows:

	Outstanding Principal March 31, 2013	Carrying value	
		March 31, 2013	December 31, 2012
amounts in millions			
SIRIUS XM 8.75% Senior Notes due 2015	\$ 650	735	—
SIRIUS XM 7% Exchangeable Senior Subordinated Notes due 2014	491	543	—
SIRIUS XM 7.625% Senior Notes due 2018	650	723	—
SIRIUS XM 5.25% Senior Notes due 2022	400	408	—
SIRIUS XM Credit Facility	—	—	—
Other debt	10	10	—
Total debt	<u>\$ 2,201</u>	2,419	—
Less current maturities			

LIBERTY MEDIA CORPORATION AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements



LIBERTY MEDIA CORPORATION AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements (Continued)

(unaudited)

Operating Leases

The Company and its subsidiaries lease business offices, have entered into satellite transponder lease agreements and use certain equipment under lease arrangements.

Litigation

The Company has contingent liabilities related to legal and tax proceedings and other matters arising in the ordinary course of business. Although it is reasonably possible the Company may incur losses upon conclusion of such matters, an estimate of any loss or range of loss cannot be made. In the opinion of management, it is expected that amounts, if any, which may be required to satisfy such contingencies will not be material in relation to the accompanying condensed consolidated financial statements.

In connection with a commercial transaction that closed during 2002 among Liberty, Vivendi Universal S.A. ("Vivendi") and the former USA Holdings, Inc., Liberty brought suit against Vivendi Universal S.A. and the former USA Holdings, Inc. The suit is currently pending in the United States District Court for the District of Columbia.

LIBERTY MEDIA CORPORATION AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements (Continued)

(unaudited)

The following table provides a reconciliation of segment Adjusted OIBDA to earnings (loss) from continuing operations before income taxes:

	Three months ended	
	March 31,	
	2013	2012
	amounts in millions	
Consolidated segment Adjusted OIBDA	\$ 271	(17)
Stock-based compensation	(41)	(6)
Depreciation and amortization	(70)	(9)
Interest expense	(11)	(3)
Dividend and interest income	12	22
Share of earnings (losses) of affiliates, net	17	12
Realized and unrealized gains (losses) on financial inst		

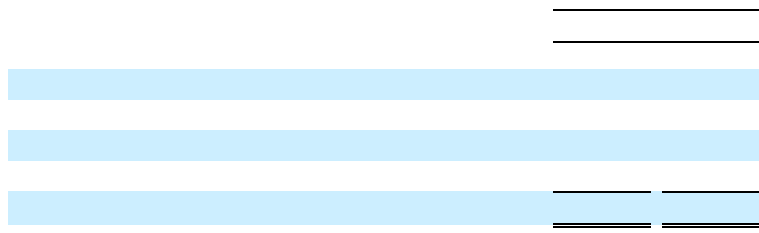
Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Ⓣ Certain statements in this Quarterly Report on Form 10-Q constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including statements regarding our business, product and marketing strategies; new service offerings; revenue growth and subscriber trends at SIRIUS XM Radio, Inc. ("SIRIUS XM"); the recoverability of our goodwill and other long-lived assets; our projected sources and uses of cash; and the anticipated non-material impact of certain contingent liabilities related to legal and tax proceedings and other matters arising in the ordinary course of business. Where, in any forward-looking statement, we express an expectation or belief as to future results or events, such expectation or belief is expressed in good faith and believed to have a reasonable basis, but there can be no assurance that the expectation or belief will result or be achieved or accomplished. The following include some but not all of the factors that could cause actual results or events to differ materially from those anticipated:

- consumer demand for our products and services and our ability to adapt to changes in demand;
- competitor responses to our products and services;
- uncertainties inherent in the development and integration of new business lines and business strategies;
- uncertainties associated with product and service development and market acceptance, including the development and provision of programming for satellite radio and telecommunications technologies;
- one of our consolidated businesses depends in large part upon automakers;
- our ability to attract and retain subscribers at a profitable level in the future is uncertain;
- our future financial performance, including availability, terms and deployment of capital;
- our ability to successfully integrate and recognize anticipated efficiencies and benefits from the businesses we acquire;
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Results of Operations—Businesses

SIRIUS XM Radio, Inc. SIRIUS XM broadcasts music, sports, entertainment, comedy, talk, news, traffic and weather channels in the United States on a subscription fee basis through their proprietary satellite radio systems. Subscribers can also receive their music and other channels, plus new features such as SiriusXM On Demand, over the internet, including through applications for mobile devices. SIRIUS XM has agreements with every major automaker ("OEMs") to offer satellite radios as factory- or dealer-installed equipment in their vehicles from which they acquire the majority of their subscribers. They also acquire subscribers through the sale or lease of previously owned vehicles with factory-installed satellite radios. Additionally, SIRIUS XM distributes their radios through retail locations nationwide and through their website. Satellite radio services are also offered to customers of certain daily rental car companies. SIRIUS XM's primary source of revenue is subscription fees, with most of their customers subscribing on an annual, semi-annual, quarterly or monthly basis. They also derive revenue from other subscription related fees, the sale of advertising on select non-music channels, the direct sale of satellite radios, components and accessories, and other ancillary services, such as their Internet radio, Backseat TV, data, traffic, and weather services. SIRIUS XM is a separate publicly traded company and additional information about it is available on its website, www.siriusxm.com.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings

In re Sirius XM Shareholder Litigation, Consol. C.A. No. 7800-CS (Del. Ch.). On August 21, 2012, plaintiff City of Miami Police Relief and Pension Fund (the "Fund") filed a complaint in the Court of Chancery of the State of Delaware against Liberty, SIRIUS XM, Liberty Radio LLC and certain Liberty designees on the board of directors of SIRIUS XM (David J.A. Flowers, Gregory B. Maffei, John C. Malone, Carl E. Vogel, and Vanessa A. Wittman (together, the "Sirius Designees")). On August 23, 2012, plaintiff Brian Cohen filed a complaint in the Court of Chancery of the State of Delaware against the same individuals and seeking substantially similar relief as set forth in the complaint filed by the Fund. By Order of the Court dated October 2, 2012, the two actions were consolidated under the caption In re Sirius XM Shareholder Litigation. On January 28, 2013, Plaintiffs filed a Second Amended Verified Class Action and Derivative Complaint (the "Second Amended Complaint") in the consolidated action. The Second Amended Complaint alleges that Liberty and the Sirius Designees breached their alleged fiduciary duties to the SIRIUS XM stockholders by exerting control over SIRIUS XM to facilitate a takeover without providing stockholders with a fair price. The defendants have moved to dismiss the Second Amended Complaint.

Montero v. Sirius XM Radio Inc., Index No. 653012/2012 (N.Y. Sup. Ct. 2/20/13)

[Redacted signature area]

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: May 8, 2013

LIBERTY MEDIA CORPORATION

By: /s/ GREGORY B. MAFFEI

[QuickLinks](#) -- Click here to rapidly navigate through this document

31.2 Rule 13a-14(a)/15d-14(a) Certification*

32 Section 1350 Certification**

101.INS XBRL Instance Document

STOCKHOLDERS AGREEMENT

Dated as of March 19, 2013

by and among

CHARTER COMMUNICATIONS, INC.

and

LIBERTY MEDIA CORPORATION

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Page

Article



STOCKHOLDERS AGREEMENT

THIS STOCKHOLDERS AGREEMENT, dated as of March 19, 2013 (this "Agreement"), by and among Charter Communications, Inc., a Delaware corporation (the "Company"), and Liberty Media Corporation, a Delaware Corporation

“Capital Stock” means, with r

“Election Meeting” has the meaning set forth in Section 2.1(b), except that such term shall exclude the Company's 2013 annual meeting of shareholders.

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

“Governmental Entity” means any United States or foreign (a) federal, state, local, municipal or other government, (b) governmental or quasi-governmental entity of any nature (including, without limitation, any governmental agency, branch, department, official or entity and any court or other tribunal) or (c) body exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, including, without limitation, any arbitral tribunal.

“Investor” has the meaning set forth in the preamble of this Agreement; provided that from and after the date of any Distribution Transaction, “Investor” will refer solely to the Qualified Distribution Transferee with respect to such Distribution Transaction; and provided further that in no event shall there be more than one Investor at any one time.

“Investor Designees” mean the Persons named on Schedule 2 or any Replacement thereof, subject to the terms of Section 2.1.

“Investor Director” means a Director named pursuant to Section 2.1(a) or any other Director designated for nomination by the Investor and elected or appointed pursuant to the provisions of Section 2.1.

“Investor Percentage Interest” means, as of any date of determination, the percentage represented by the quotient of (i) the number of Voting Securities that are Beneficially Owned by the Investor and (ii) the sum of (x) the number of all outstanding Voting Securities and (y) any Voting Securities included in clause (i) that are issuable upon conversion, exchange or exercise of any equity security of the Company not included in clause (x).

“Law” means any applicable federal, state, local or foreign law, statute, ordinance, rule, guideline, regulation, order, writ, decree, agency requirement, license or permit of any Governmental Entity.

“Liberty Parties” means (i) the Investor, (ii) any Qualified Distribution Transferee, and (iii) each Affiliate of any of the foregoing, until such time as such person is not an Affiliate of the Investor and/or any Qualified Distribution Transferee.

“Majority Voting Power” of the Company shall mean a majority of the ordinary voting power in the election of directors of all the outstanding Voting Securities of the Company.

“Oaktree Sellers” has the meaning set forth in the preamble to this Agreement.

“Options” means options to subscribe for, purchase or otherwise directly acquire Company Common Stock.

“Other Director” means a Director who is not an Investor Director.

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(2) the Board of Directors later publicly recommends that the stockholders of the Company tender their shares in response to such offer; or

(iii) the Company solicits from one or more Persons or enters into discussions with one or more Persons regarding, a proposal (without similarly inviting the Investor to make a similar proposal) with respect to a merger of, or a business combination transaction involving, the Company, in each case without similarly soliciting a proposal from the Investor, or the Company makes a public announcement that it is seeking to sell itself and, in such event, such announcement is made with the approval of its Board of Directors; or

(iv) the Investor Percentage Interest is equal to or less than 5%.

SECTION 3.4 Distribution Transaction and Third Party Transfers.

(a) In the event the Investor desires to effect a Distribution Transaction in which it will transfer Voting Securities to a Qualified Distribution Transferee (which transfer, for the avoidance of doubt, will be deemed to occur on the date such Qualified Distribution Transferee ceases to be an Affiliate of the Investor), the Company, the Investor and the Qualified Distribution Transferee will enter into an amendment to this Agreement on or prior to the date of consummation of such Distribution Transaction reasonably satisfactory to each such party to: (i) effective immediately prior to such Distribution Transaction (but subject to the consummation of the Distribution Transaction) assign all rights and obligations of the Investor under this Agreement (including its rights pursuant to Article II hereof) to the Qualified Distribution Transferee, (ii) have such Qualified Distribution Transferee agree to accept, as of immediately prior to the effective time of such Distribution Transaction (but subject to the consummation of the Distribution Transaction), such assignment of rights and agree to assume and perform all liabilities and obligations of the Investor hereunder to be performed following the effective time of such Distribution Transaction, (iii) effective immediately prior to such Distribution Transaction (but subject to the consummation of the Distribution Transaction) substitute such Qualified Distribution Transferee for the Investor for all purposes under this Agreement and (iv) provide for (x) a representation from the Investor that such amendment is being entered into in connection with a Distribution Transaction involving the Qualified Distribution Transferee pursuant to Section 3.4 of this Agreement, (y) the Investor's acknowledgement that it shall not be entitled to any benefits under this Agreement following such Distribution Transaction (including, for the avoidance of doubt, any benefits to the Investor prior to such Distribution Transaction arising from the Waiver or from Section 3.4(b)), and (z) the Investor's acknowledgement that the Company shall not be subject to any liability to the Investor under this Agreement following such Distribution Transaction (except for any liability arising from any breach of this Agreement by the Company or relating to any actions or events occurring, in each case, on or prior to the date of the Distribution Transaction). For the avoidance of doubt, in no event can (i) Liberty Media Corporation effect more than one Distribution Transaction and (ii) more than one Qualified Distribution Transferee be an Investor at any one time.

(b) The Company and the Board of Directors agree not to adopt a stockholder rights plan or similar plan or agreement unless such plan by its terms exempts or, at the time of adoption of such plan the Company and the Board of Directors take action to exempt (x) any

(b) the execution, delivery and performance of this Agreement by the Investor and the consummation by the Investor of the transactions contemplated under the Purchase Agreement have been duly authorized by all necessary action on the part of the Investor and no other corporate proceedings on the part of the Investor are necessary to authorize this Agreement or any of the transactions contemplated under the Purchase Agreement;

(c) this Agreement has been duly executed and delivered by the Investor and constitutes a valid and binding obligation of the Investor, and, assuming this Agreement constitutes a valid and binding obligation of the Company, is enforceable against the Investor in accordance with its terms; and

(d) neither the execution, delivery or performance of this Agreement by the Investor constitutes a breach or violation of or conflicts with its restated certificate of incorporation or bylaws to which the Investor is a party.

ARTICLE V TERMINATION

SECTION 5.1 Termination. Except as provided in Section 5.2 and other than the termination provisions applicable to particular Sections of this Agreement that are specifically provided elsewhere in this Agreement, this Agreement shall terminate upon the occurrence of any of the following:

(a) upon the mutual written agreement of the Company and the Investor;

(b) by the Investor upon a material breach by the Company of any of the Company's representations, warranties, covenants or agreements contain herein and such breach shall not have been cured with ten (10) Business Days after written notice thereof shall have received by the Company;

(c) by the Company upon a material breach by the Investor of any of the Investor's representations, warranties, covenants or agreements contain herein and such breach shall not have been cured with ten (10) Business Days after written notice thereof shall have received by the Investor;

(d) upon termination of the Purchase Agreement prior to Closing; or

(e) the date on which a valid Termination Notice is received by the non-terminating party (the "Termination Effective Date").

SECTION 5.2 Effect of Termination; Survival. In the event of any termination of this Agreement pursuant to Section 5.1, this Agreement shall be terminated, and there shall be no further liability or obligation hereunder on the part of any party hereto; provided, however, that nothing contained in this Agreement (including this Section 5.2) shall relieve either party from liability for (i) any breach of any of its representations, warranties, covenants or agreements set forth in this Agreement or (ii) any willful and intentional breach of any covenant or agreement contained in this Agreement; provided, further, that upon the termination of this Agreement in accordance with Section 5.1, this Agreement shall thereafter be null and void, except that, in the

event that such termination occurs in accordance with Section 5.1(b), 5.1(c) or 5.1(e), Sections 3.1 and 3.4 and Article VI shall survive any such termination indefinitely.

ARTICLE VI
MISCELLANEOUS

If to the Company:

Charter Communications, Inc

400 Atlantic Street
Stamford, CT 06901
Attention: Rick Dykhouse
Telephone:
Facsimile:

with a copy (which shall not constitute notice) to:

Kirkland and Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Thomas W. Christopher, Esq.
Christian Nagler, Esq.
Telephone: (212) 446-4800
Facsimile: (212) 446-6460

If to the Investor:

Liberty Media Corporation
12300 Liberty Boulevard
Englewood, Colorado 80112
Attention: Richard Baer, Senior Vice Pre ~

SECTION

SECTION 6.12 Adjustments. References to numbers of shares and to sums of money contained herein will be adjusted to account for any reclassification, exchange, substitution, combination, stock split or reverse stock split of the shares.

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IN WITNESS WHEREOF, the parties he

Schedule 1

Seller Designees

EXHIBIT A

Form of DGCL Section 203 Waiver Resolution

EXHIBIT B

Form of Issuer Notification and Acknowledgement

List of Omitted Schedules and Exhibits

The following schedules and exhibits to the Stockholders Agreement, dated as of March 19, 2013, by and between Charter Communications, Inc. and Liberty Media Corporation have not been provided herein:

Schedule 1: Seller Designees

Schedule 2: Investor Designees

Exhibit A: Form of DGCL Section 203 Waiver Resolution

Exhibit B: Form of Issuer Notification and Acknowledgement

The Registrant hereby undertakes to furnish supplementally a copy of any omitted schedules or exhibits to the Securities and Exchange Commission upon request.

all required filings are made under the HSR Act and any waiting period (and any extension thereof) under the HSR Act and the rules and regulations
of the Commission under the HSR Act, and the Commission shall have no jurisdiction over the transaction, other than any such
violations as would not, either individually or in the aggregate, constitute a violation of the HSR Act or the rules and regulations of the Commission.

(a) one or more certificates representing the Purchased Interests to be sold by such Seller hereunder sol

(c) the Assignment and Assumption Agreement duly executed by the Buyer, pursuant to which the Buyer agrees to become subject to the terms of the Registration Rights Agreement.

SECTION 3. CONDITIONS TO CLOSING

3.1 Conditions to the Buyer's Obligations. The obligation of the Buyer to consummate the purchase of the Purchased Interests contemplated by this Agreement is subject to the satisfaction of the following conditions, any of which may be waived in writing by the Buyer:

(a) No Actions. No judgment, decree, injunction or order, preliminary, temporary or permanent, and no binding order or determination by any Governmental Entity, or third-party injunction, shall be in effect, in any such case that makes illegal the consummation of the transactions contemplated hereby or subjects the Buyer, the Company or any of their respective affiliates to a material fine, judgment or penalty in connection with or as a result of the consummation of the transactions contemplated hereby (collectively, the "Buyer Specified Conditions"); and there shall not be any pending action, suit or claim by or commenced by the FCC, the Department of Justice or the Federal Trade Commission (collectively, the "Specified Governmental Entities"), which, if successful, would result in a Buyer Specified Condition.

(b) Performance: Representations and Warranties True and Correct. Each Seller shall have performed in all material respects all of its obligations hereunder to be performed by such Seller at or prior to the Closing Date and each of the representations and warranties contained in Section 1.2 of this Agreement shall be true and correct in all respects, in each case, as of the date hereof and as of the Closing Date, in each case with the same effect as if then made.

(c) Antitrust Approvals. Any waiting period (and any extension thereof) under the HSR Act and the rules and regulations promulgated thereunder applicable to the transactions contemplated hereby, shall have expired or been terminated or received.

(d) No Material FCC Obligation. The FCC shall not have taken any formal action to: (i) designate for hearing any material issue relating to the transactions contemplated hereby; (ii) initiate a formal inquiry or investigation into the transactions contemplated hereby; or (iii) issue a notice of material violation or of apparent liability for forfeiture against the Company or the Buyer relating to the transactions contemplated hereby.

(e) No Takeover Defenses Implemented. Other than any such provision that is in the Company's Amended and Restated Certificate of Incorporation in effect as of the date hereof, the Company or the Board of Directors shall not have adopted, approved or implemented, or taken any action to adopt, approve or implement, any shareholder rights plan (as such term is commonly understood in connection with corporate transactions), any "moratorium," "control share," "fair price," "takeover" or "interested stockholder" provision or any other similar plan, agreement or provision that would cause the Buyer to incur or suffer a material economic detriment (including through disproportionate dilution, relative to other

holders of Common Stock, of the Buyer's equity or voting power or through a requirement to purchase or otherwise acquire, or offer to acquire, additional equity securities of the Company in the form of a mandatory offer requirement or similar provision), that would affect Buyer's ability to continue to hold or acquire additional shares of Common Stock following the Closing or that would have an adverse effect on the continuing membership on the Board of Directors by the Buyer Designees.

(f) Stockholder Meeting. The 2013 Annual Meeting of Company Stockholders shall have been held and the Seller Designees shall have been elected to the Board of Directors at such meeting.

(g) Deliveries. Sellers' deliveries, set forth in Section 2.1, shall have been delivered to Buyer (on behalf ny ; Bu

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6.8 Interpretation. The headings contained in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.”

6.9 Amendments and Waivers. This Agreement may not be amended except by an instrument in writing signed by all parties hereto. Waiver of any term or condition of this Agreement by any party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition or a waiver of any other term or condition of this Agreement.

6.10 Obligations Several and Not Joint. The obligations and liabilities hereunder of the Apollo Sellers, Oaktree Sellers and Crestview Sellers, in each case, shall be several and not joint (and not joint and several) in all respects.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first written above.

LIBERTY MEDIA CORPORATION

By: /s/ Richard N

OAKTREE OPPORTUNITIES INVESTMENTS, L.P.

By: /s/ Edgar Lee
Name: Edgar Lee
Title: Managing Director

By: /s/ Kenneth Liang
Name: Kenneth Liang
Title: Managing Director

OCM OPPORTUNITIES FUND V, L.P.

By: /s/ Edgar Lee
Name: Edgar Lee
Title: Managing Director

By: /s/ Kenneth Liang
Name: Kenneth Liang
Title: Managing Director

OCM OPPORTUNITIES FUND VI, L.P.

By: /s/ Edgar Lee
Name: Edgar Lee
Title: Managing Director

By: /s/ Kenneth Liang
Name: Kenneth Liang
Title: Managing Director

OAKTREE VALUE OPPORTUNITIES FUND, L.P.

By: /s/ Edgar Lee
Name: Edgar Lee
Title: Managing Director

By: /s/ Kenneth Liang
Name: Kenneth Liang
Title: Managing Director

Purchased Interests

Buyer Designees

Seller Designees

QuickLinks

[EXHIBIT 31.1](#)

QuickLinks

[EXHIBIT 31.2](#)

Certification

**Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
(Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code)**

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), each of the undersigned officers of Liberty Media Corporation, a Delaware corporation (the "Company"), does hereby certify, to such officer's knowledge, that:

The Quarterly Report on Form 10-Q for the period ended March 31, 2013 (the "Form 10-Q") of the Company conforms with the requirements of section 13(a) of

