



Date: October 10, 2013

LIBERTY MEDIA CORPORATION

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

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**EXHIBIT INDEX**

<b>Exhibit No.</b>	<b>Name</b>
99.1	Press Release issued by Liberty, dated October 10, 2013
99.2	Share Repurchase Agreement, dated October 9, 2013, by and between Liberty and Sirius XM Radio Inc.

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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 ~~LIBERTY MEDIA~~

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**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 r p" (1

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Section 1.3 Closings. The initial closing date (the "Initial Closing Date") shall occur on the third business day following the last day of the VWAP Period. On each Closing Date, the Seller shall deliver or cause to be delivered to the Purchaser all of the Seller's right, title and interest in and to the applicable Shares by an appropriate method reasonably agreed to by the Purchaser and the Seller, together, in each case, with all documentation reasonably necessary to be

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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 Entire Agreement. 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 Assignment; Binding Agreement. 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 Counterparts. 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.

~~Section 5.4~~ ~~Counterparts~~ 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.

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, terminated or

Section 5.6 ~~liiiiiiiiiii~~ ~~aiv~~ ~~Uiiiiii~~ ~~gh~~ ~~annstednt~~ ~~6aswlæ~~

Sect on 5.7 ~~ebbbbbbbbbb~~ ~~aivo~~ ~~asigcem~~ Oo awith



