

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

HUGHES ELECTRONICS CORPORATION

By: _____
Name: _____
Title: _____

THE NEWS CORPORATION LIMITED

By: _____
Name: _____
Title: _____

GMH MERGER SUB, INC.

By: _____
Name: _____
Title: _____

STOCK PURCHASE AGREEMENT
BY AND AMONG
THE NEWS CORPORATION LIMITED,
HUGHES ELECTRONICS CORPORATION
AND
GENERAL MOTORS CORPORATION

Dated as of April 9, 2003

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EXHIBITS

- Exhibit A – Form of GM Charter Amendment
- Exhibit B – Separation Agreement
- Exhibit C – Merger Agreement
- Exhibit D – Form of Hughes Charter Amendment
- Exhibit E – Form of Hughes By-laws Amendment
- Exhibit F – Program Access Commitments
- Exhibit G – Joint Defense Agreement
- Exhibit H – GM Registration Rights Agreement
- Exhibit I – Employee Matters Agreement

STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT, dated as of April 9, 2003 (the "Agreement"), by and among The News Corporation Limited, an Australia corporation (the "Purchaser"), Hughes Electronics Corporation, a Delaware corporation ("Hughes"), and General Motors Corporation, a Delaware corporation ("GM").

WITNESSETH:

WHEREAS, GM currently owns all of the outstanding capital stock of Hughes;

WHEREAS, the currently outstanding Class H Common Stock, par value \$0.10 per share, of GM (the "GM Class H Common Stock") represents an approximately 80.1% indirect economic interest in the financial performance of Hughes, and GM retains an approximately 19.9% economic interest in the financial performance of Hughes;

WHEREAS, simultaneously with the Stock Sale, GM, pursuant to provisions to be implemented pursuant to this Agreement and by means of an amendment of the GM Restated Certificate of Incorporation (the "GM Certificate of Incorporation") substantially in the form attached hereto as Exhibit A (the "GM Charter Amendment"), shall distribute to the holders of record of GM Class H Common Stock as of immediately prior to the Split-Off Effective Time shares of common stock, par value \$0.01 per share, of Hughes (the "Hughes Common Stock") in exchange for all of the outstanding shares of GM Class H Common Stock in accordance with the GM Certificate of Incorporation, as amended pursuant to the GM Charter Amendment, and the GM Class H Common Stock shall thereupon be redeemed and cancelled (the "Split-Off");

WHEREAS, GM and Hughes desire to consummate the separation of Hughes from GM pursuant to a Separation Agreement in the form attached hereto as Exhibit B (the "Separation Agreement"), to be entered into concurrently with the execution of this Agreement;

WHEREAS, pursuant to the Split-Off, Hughes shall become an independent, publicly owned company, separate from and no longer wholly owned by GM;

WHEREAS, prior to and as a condition to the Split-Off, Hughes shall distribute a special cash dividend to GM in an amount equal to Two Hundred Seventy-Five Million Dollars (\$275,000,000) (the "Special Dividend");

WHEREAS, simultaneously with, and as a condition to consummation of the Split-Off, GM shall sell to the Purchaser (or a Qualified Subsidiary of the Purchaser designated by the Purchaser) and the Purchaser shall purchase (or cause its Qualified Subsidiary to purchase) from GM, all of GM's shares of Class B common stock, par value \$0.01 per share, of Hughes (the "Hughes Class B Common Stock"), representing its

retained economic interest in Hughes immediately prior to the Split-Off, held as of such time (the “Shares”) for the purchase price and upon the terms and conditions hereinafter set forth (the “Stock Sale”);

WHEREAS, the Purchaser’s Subsidiary NPAL currently owns all of the outstanding capital stock of Merger Sub;

WHEREAS, immediately following the consummation of the Split-Off and the Stock Sale, Hughes and the Purchaser shall merge Merger Sub with and into Hughes (the “Merger”), with Hughes as the surviving corporation (the “Surviving Corporation”), as more fully described in the Agreement and Plan of Merger substantially in the form attached hereto as Exhibit C (the “Merger Agreement”);

WHEREAS, pursuant to the Merger, (x) all of the Shares shall remain outstanding as shares of Surviving Corporation Class B Common Stock and shall, immediately after the Merger Effective Time, convert into an equal number of shares of common stock of the Surviving Corporation (the “Surviving Corporation Common Stock”), (y) all of the outstanding capital stock of Merger Sub shall be converted into shares of Surviving Corporation Common Stock, such that immediately following the Merger Effective Time, the Purchaser and its Subsidiaries own, including the shares described in clause (x) above, thirty-four percent (34%) of the aggregate number of the issued and outstanding shares of the Surviving Corporation Common Stock and the Surviving Corporation Class B Common Stock and (z) all of the shares of Hughes Common Stock outstanding as of immediately prior to the Merger Effective Time not held by the Purchaser or any Subsidiary of the Purchaser shall be converted into shares of Surviving Corporation Common Stock representing sixty-six percent (66%) of the aggregate number of the Surviving Corporation Common Stock and the Surviving Corporation Class B Common Stock outstanding immediately after the Merger Effective Time and Purchaser Stock and/or cash, as applicable, in accordance with the terms and conditions of the Merger Agreement;

WHEREAS, the Special Dividend, the consummation of the Split-Off and the separation of Hughes from GM as contemplated by the Separation Agreement (collectively, the “Hughes Separation Transactions” and, together with the Stock Sale and the Merger, the “Transactions”) are conditioned on, among other things, the approval by the holders of a majority of the outstanding shares of the Common Stock, par value \$1-2/3 per share, of GM (the “GM \$1-2/3 Common Stock”) and by the holders of a majority of the outstanding shares of GM Class H Common Stock, each voting as a separate class and both voting together as a single class based on their respective per share voting power, of matters pertaining to the Transactions, including the GM Charter Amendment;

WHEREAS, in connection with the Transactions, Hughes and the Purchaser are entering into the Employee Matters Agreement;

WHEREAS, in connection with the issuance of any Purchaser Stock to GM pursuant to this Agreement, Purchaser shall, among other things, grant to GM certain

registration rights and market access rights pursuant to the GM Registration Rights Agreement;

WHEREAS, the consummation of the Stock Sale is conditioned upon the consummation of the Split-Off and shall occur on the Closing Date at the time of the consummation of the Split-Off;

WHEREAS, the consummation of the Merger is conditioned upon the consummation of the Split-Off and the Stock Sale and shall occur on the Closing Date immediately after the consummation of the Split-Off and the Stock Sale;

WHEREAS, the Purchaser is unwilling to acquire any shares of Hughes capital stock unless Hughes shall become a publicly-traded company simultaneously with such acquisition;

WHEREAS, the parties intend the Split-Off to qualify as a distribution of Hughes stock to GM stockholders with respect to which no gain or loss will be recognized pursuant to Section 355 and related provisions of the Internal Revenue Code of 1986, as amended, together with the rules and regulations promulgated thereunder (the "Code"), by GM, Hughes and their respective stockholders;

WHEREAS, the respective Boards of Directors of GM, Hughes and the Purchaser have determined that the transactions contemplated hereby are advisable, desirable and in the best interests of their respective stockholders and, by resolutions duly adopted, the respective Boards of Directors of GM, Hughes and the Purchaser have approved and adopted this Agreement;

WHEREAS, immediately after the execution of this Agreement, each of GM, as the sole stockholder of Hughes, and the Purchaser's Subsidiary NPAL, as the sole stockholder of Merger Sub, shall have approved the Merger and adopted the Merger Agreement at a meeting of the stockholders of Hughes and Merger Sub, respectively; and

WHEREAS, certain terms used in this Agreement are defined in Section 14.1 hereof;

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

ARTICLE I

SALE AND PURCHASE OF SHARES

1.1 Sale and Purchase of Shares. Upon the terms and subject to the conditions contained herein, on the Closing Date, GM shall sell, assign, transfer, convey and deliver to the Purchaser (or a Qualified Subsidiary of the Purchaser designated in writing by the Purchaser at least three (3) Business Days prior to Closing), and the Purchaser shall (or shall cause its Qualified Subsidiary to) purchase from GM, the Shares.

ARTICLE II

PURCHASE PRICE AND PAYMENT

2.1 Amount of Purchase Price. The purchase price for the Shares (the "Purchase Price") shall be (a) in respect of 80% of the Shares purchased by Purchaser (the "Fixed Price Shares"), \$14.00 per Share in cash, and (b) in respect of 20% of the Shares purchased by Purchaser (the "Variable Price Shares"), that number of shares of Purchaser Stock equal to the product resulting from multiplying (i) the Exchange Ratio (as defined in the Merger Agreement) by (ii) the number of Variable Price Shares; provided, however, that the Purchaser may elect, by written notice (the "SPA Cash Payment Election Notice") to GM and Hughes on or before the third Business Day prior to the Closing Date, that the Purchase Price in respect of the Variable Price Shares shall consist entirely or partly of cash, rather than entirely of Purchaser Stock, with cash replacing such portion of the Purchaser Stock as is specified in the SPA Cash Payment Election Notice in an amount of cash (without interest thereon) equal to \$14.00 per share of Hughes Class B Common Stock acquired for cash in lieu of Purchaser Stock (the "Cash Value"); provided, however, that in the event that the 20-Day Average Purchaser Stock Price is greater than \$26.88 determined for the period ending on and including the fifth Business Day prior to the Closing Date, then the Cash Value shall equal the product obtained by multiplying (i) such 20-Day Average Purchaser Stock Price by (ii) the Exchange Ratio. Any such SPA Cash Payment Election Notice shall specify (A) the percentage of Variable Price Shares to be acquired for cash (the "Cash Fraction") and (B) the percentage of Variable Price Shares to be acquired for Purchaser Stock (the "Stock Fraction"), the aggregate of which shall equal one hundred percent (100%).

2.2 Payment of Purchase Price. On the Closing Date, the Purchaser shall (a) pay (or shall cause its Qualified Subsidiary to pay) to GM the appropriate amount (determined in accordance with Section 2.1) of the Purchase Price in cash, which shall be paid by wire transfer of immediately available funds into an account designated in writing by GM at least one (1) Business Day prior to the Closing, and (b) to the extent the Purchaser does not elect to pay in cash for all of the Variable Price Shares, issue to GM the appropriate number of shares (determined in accordance with Section 2.1) of Purchaser Stock. If between the date of this Agreement and the Closing Date, the outstanding shares of Purchaser Stock shall have been changed into a different number of shares or a different class, by reason of any stock dividend, subdivision, reclassification,

recapitalization, rights offering, split, combination or exchange of shares, the Purchaser Stock paid with respect to Variable Price Shares and the \$14.08, \$17.92 and \$26.88 amounts set forth herein or in the Merger Agreement, as applicable, correspondingly shall be adjusted to the extent warranted to reflect such stock dividend, subdivision, reclassification, recapitalization, rights offering, split, combination or exchange of shares. In addition, each determination of a fraction or a percentage of a share or a ratio set forth in this Agreement shall be calculated to the nearest five decimal places.

ARTICLE III

CLOSING AND TERMINATION

3.1 Closing Date. Subject to the satisfaction of the conditions set forth in Article X hereof (or the waiver thereof by the party entitled to waive that condition), the closing of the sale and purchase of the Shares provided for in Section 1.1 hereof (the "Closing") shall take place at the offices of Weil, Gotshal & Manges LLP located at 767 Fifth Avenue, New York, New York simultaneously with the consummation of the Split-Off at the Split-Off Effective Time (or at such other time and place as the parties may designate in writing) on a date to be specified by the parties hereto, which shall be no later than one (1) Business Day after the day on which the last of the conditions set forth in Article X hereof shall have been fulfilled or waived (other than any of such conditions that by their nature are to be fulfilled at the Closing, but subject to the fulfillment or waiver of such conditions). The date on which the Closing shall be held is referred to in this Agreement as the "Closing Date".

3.2 Termination of Agreement. This Agreement may be terminated prior to the Closing as follows:

(a) by mutual written consent duly authorized by the respective Boards of Directors of GM and the Purchaser;

(b) by either GM or the Purchaser if:

(i) the transactions contemplated hereby shall not have been consummated by April 9, 2004 (as such date may be extended pursuant to this Section 3.2(b)(i), the "Outside Date"); provided, however, that the right to terminate this Agreement under this Section 3.2(b)(i) shall not be available to any party whose failure (or whose affiliate's failure) to perform any material covenant or obligation under this Agreement or the other Transaction Agreements has been the cause of or resulted in the failure of the Closing to occur on or before such date; provided further, that (x) in the event that all of the conditions specified in Article X hereof shall have been satisfied (or waived) or, in the case of conditions which by their terms are required to be satisfied substantially concurrently with the Closing, are capable of being satisfied at such time, other than the conditions set forth in Sections 10.3(e) or 10.3(f) hereof, then the Outside Date shall be extended until the second Business Day following the satisfaction (or waiver) of

the conditions in such Sections 10.3(e) and 10.3(f), (y) in the event that the Mailing Date is delayed pursuant to Section 7.3(d) hereof, the Outside Date shall be extended automatically and without any further action by any party hereto by the number of days following the delivery of a Notice of Non-Mailing that the Mailing Date was delayed; and (z) in the event that (A) the Mailing Date (as such date may have been extended pursuant to the provisions of clause (y) above) has occurred by the Outside Date, (B) the Requisite Stockholder Approval has not been obtained by the Outside Date, (C) all of the conditions specified in Article X hereof (other than the conditions set forth in Sections 10.3(e) and 10.3(f) hereof) shall have been satisfied (or waived), or, in the case of conditions which by their terms are required to be satisfied substantially concurrently with the Closing, are capable of being satisfied at such time and (D) either (x) a duly held meeting of the GM stockholders at which a vote was taken has not been held or (y) in the case of a consent solicitation, the sixty (60) day period from the earliest dated consent delivered in the manner required by Section 228 of the DGCL has not yet expired, then the Outside Date shall be extended automatically and without any further action by any party hereto until the second Business Day following such time as the events specified in either clause (x) or (y) of clause (D) hereof shall have occurred; provided, however, that no extension pursuant to clause (x), (y) or (z) of this Section 3.2(b)(i) shall extend the Outside Date beyond July 9, 2004.

(ii) (A) the FCC shall have denied any FCC Consent Application, or shall have designated any FCC Consent Application for hearing, excepting any denials or designations with respect to Hughes FCC Licenses that are immaterial to the assets or business of Hughes and its Subsidiaries taken as a whole; or (B) five (5) Business Days shall have elapsed following such time as any permanent injunction or other similar order of a court of competent jurisdiction or other competent Governmental Authority, in each case located in the United States, (other than the FCC) preventing the consummation of the Transactions shall have been entered (so long as such permanent injunction or similar order is still in effect at the expiration of such five (5) Business Day period), regardless of whether such order is appealable or has been appealed and, prior to such termination, the parties shall have used reasonable best efforts to resist, resolve or lift, as applicable, such injunction or other similar order; or

(iii) provided that there shall have occurred either a duly held meeting of the GM common stockholders (including any adjournment or postponement thereof) at which a vote was taken or a solicitation of the written consent was made, of the GM common stockholders in accordance with the Delaware General Corporation Law (as amended from time to time, the “DGCL”), the Requisite Vote Matters fail to receive the Requisite Stockholder Approval either by reason of a negative vote of the GM common stockholders or by reason of a Consent Solicitation Failure. For the purposes of this Agreement, a “Consent Solicitation Failure” means the failure to receive the Requisite Stockholder Approval of the Requisite Vote Matters because written consents (or

proxies for written consents) signed by holders of a sufficient number of shares of GM common stock were not obtained within sixty (60) days of the earliest dated consent delivered in the manner required by Section 228 of the DGCL, unless such failure to receive such written consents shall have resulted from GM's abandonment of the consent solicitation; provided, that (x) GM shall have delivered to the Purchaser a Confirmation concurrently with such abandonment and (y) the right of termination provided under this clause (iii) shall be reinstated if GM shall fail to recommence the consent solicitation as promptly as practicable after such abandonment.

(c) by GM if:

(i) a breach by the Purchaser of any representation, warranty, covenant or agreement contained in this Agreement shall have occurred, which breach, in the aggregate with all other such breaches, if any, would give rise to a failure of the conditions set forth in Section 10.3(a), (b) or (c) hereof and cannot be cured by the Outside Date (except that, for purposes of this Section 3.2(c)(i), the phrase "and would not reasonably be expected to result in" contained in Section 10.3(a) shall be deemed to have been omitted from such determination);

(ii) GM shall have delivered to the Purchaser a Notice of Non-Recommendation pursuant to Section 7.2(b) hereof; or

(iii) GM shall propose to enter into a definitive agreement providing for a Competing Transaction that constitutes a Superior Proposal after having complied with the provisions of Section 9.6 hereof and, concurrently with a termination pursuant to this Section 3.2(c)(iii), shall pay the GM Termination Fee owed pursuant to Section 3.4(a) hereof.

(d) by the Purchaser if:

(i) a breach by GM or Hughes of any representation, warranty, covenant or agreement contained in this Agreement shall have occurred, which breach, in the aggregate with all other such breaches, if any, would give rise to a failure of the conditions set forth in Section 10.2(a) or Section 10.2(b) hereof and cannot be cured by the Outside Date (except that, for purposes of this Section 3.2(d)(i), the phrase "and would not reasonably be expected to result in" contained in Section 10.2(a) shall be deemed to have been omitted from such determination);

(ii) GM shall have delivered to the Purchaser a Notice of Non-Recommendation pursuant to Section 7.2(b) hereof (including by reason of GM having failed to provide a Confirmation to the Purchaser within the applicable Confirmation Period pursuant to Section 7.2(d) hereof);

(iii) either GM or Hughes shall have entered into any agreement or arrangement (other than a confidentiality agreement) regarding, or the Board of Directors of GM or Hughes or any committee of the Board of Directors of GM or Hughes shall approve or recommend, any Competing Transaction; or

(iv) a Hughes Material Adverse Effect shall have occurred and be continuing at the time of termination and cannot be cured by the Outside Date; provided, however, that any and all actions taken pursuant to Section 9.4 and the effects thereof on the representations and warranties of Hughes in Article V shall be ignored for the purposes of this Section 3.2(d)(iv).

(e) automatically and without any further action by the parties if (1) the 20-Day Average Purchaser Stock Price (measured as of the date of determination rather than the Closing Date) is less than \$14.08 at any time between the date hereof and the Closing Date, and (2) during such time as the events specified in clause (1) hereto shall have occurred and be continuing GM shall have delivered to Purchaser written notice (the "Floor Price Termination Notice") that it is terminating this Agreement as a result thereof and (3) at or prior to 5:00 p.m. (New York time) on the seventh (7th) Business Day following the delivery to Purchaser of the Floor Price Termination Notice, the Purchaser shall not have delivered to GM a Top-Off Election Notice.

3.3 Notice of Termination; Effect of Termination. Any termination of this Agreement pursuant to Section 3.2 hereof shall be effective immediately upon the delivery of written notice by the terminating party to the other parties hereto, except for termination under Section 3.2(e) which shall occur automatically and without any further actions by any of the parties. In the event of the termination of this Agreement pursuant to Section 3.2 hereof, this Agreement shall be of no further force or effect, except (i) as set forth in this Section 3.3, Section 3.4, Section 9.10, Section 12.2(a) and Article XIV hereof, each of which shall survive the termination of this Agreement without limitation, and (ii) nothing herein shall relieve any party from liability for any breach of this Agreement or invalidate the provisions of the Confidentiality Agreement.

3.4 Fees and Expenses upon Termination.

(a) If this Agreement is terminated:

(i) by the Purchaser or GM pursuant to Section 3.2(b)(i), and at or prior to such time the GM stockholders have not voted on the GM Transactions and GM has delivered a Notice of Non-Recommendation and either (x) (1) at or prior to the time of such delivery of a Notice of Non-Recommendation, a Competing Transaction involving Hughes (other than a distribution of the capital stock of Hughes to stockholders of GM in a transaction not in connection with a combination of the Hughes business with the business of another unaffiliated Person) shall have been commenced, publicly disclosed or

communicated to the Board of Directors of GM or Hughes and not abandoned, and (2) within twelve (12) months of any such termination, GM or Hughes enters into a definitive agreement regarding a Competing Transaction with the Person who made such Competing Transaction proposal, or one of its affiliates, or (y) within twelve (12) months of any such termination, a Spin-Off Distribution (as defined herein) shall have been either publicly announced by GM or consummated, then, in each case, GM shall pay to the Purchaser, in cash by wire transfer in immediately available funds to an account designated by the Purchaser, on the same day as the execution of a definitive agreement with respect to the referenced Competing Transaction or the announcement or consummation of a Spin-Off Distribution, as applicable, a termination fee and expense reimbursement in an aggregate amount equal to \$300,000,000.00 (Three Hundred Million Dollars) (the “GM Termination Fee”);

(ii) by the Purchaser or GM pursuant to Section 3.2(b)(iii), and (x) at or prior to the time this Agreement is terminable by either party pursuant to Section 3.2(b)(iii), a Competing Transaction involving Hughes (other than a distribution of the capital stock of Hughes to stockholders of GM in a transaction not in connection with a combination of the Hughes business with the business of another unaffiliated Person) shall have been publicly disclosed or reported in the press and not abandoned, (y) the Board of Directors of GM shall have recommended against such Competing Transaction and shall have continued to recommend the Transactions, and (z) within twelve (12) months of any such termination, GM or Hughes enters into a definitive agreement (other than a confidentiality agreement) regarding a Competing Transaction with the Person who made such Competing Transaction proposal, or one of its affiliates, then GM shall pay to the Purchaser the GM Termination Fee, in cash by wire transfer in immediately available funds to an account designated by the Purchaser, on the same day as the execution of a definitive agreement with respect to the referenced Competing Transaction;

(iii) by GM pursuant to Section 3.2(c)(ii), then GM shall pay to the Purchaser, in cash by wire transfer in immediately available funds to an account designated by the Purchaser, on the same day as such termination, a termination fee and expense reimbursement in an aggregate amount equal to \$150,000,000.00 (One Hundred Fifty Million Dollars) (the “Non-Recommendation Fee”); provided, however, that if within twelve (12) months of any such termination, either (x) GM or Hughes enters into a definitive agreement (other than a confidentiality agreement) regarding a Competing Transaction with a Person who had proposed a Competing Transaction to GM or Hughes after the date hereof and on or prior to the 75th calendar day following the date of termination of this Agreement, or (y) a Spin-Off Distribution shall have been publicly announced by GM or consummated, then, in each case, GM shall pay to the Purchaser, in cash by wire transfer in immediately available funds to an account designated by the Purchaser, on the same day as the execution of a

definitive agreement with respect to the referenced Competing Transaction or the announcement or consummation of a Spin-Off Distribution, as applicable, an additional termination fee and expense reimbursement in an amount equal to \$150,000,000.00 (One Hundred Fifty Million Dollars) (the "Additional Non-Recommendation Fee");

(iv) by GM pursuant to Section 3.2(c)(iii), then GM shall pay to the Purchaser the GM Termination Fee, in cash by wire transfer in immediately available funds to an account designated by the Purchaser, concurrently with such termination;

(v) by the Purchaser pursuant to Section 3.2(d)(ii), then GM shall pay to the Purchaser the Non-Recommendation Fee, in cash by wire transfer in immediately available funds to an account designated by the Purchaser, no later than one (1) Business Day following such termination; provided, however, that if within twelve (12) months of any such termination, either (x) GM or Hughes enters into a definitive agreement (other than a confidentiality agreement) regarding a Competing Transaction with a Person who had proposed a Competing Transaction to GM or Hughes after the date hereof and on or prior to the 75th calendar day following the date of termination of this Agreement, or (y) a Spin-Off Distribution shall have been publicly announced by GM or consummated, then, in each case, GM shall pay to the Purchaser the Additional Non-Recommendation Fee, in cash by wire transfer in immediately available funds to an account designated by the Purchaser, on the same day as the execution of a definitive agreement with respect to the referenced Competing Transaction or the announcement or consummation of a Spin-Off Distribution, as applicable;

(vi) by the Purchaser pursuant to Section 3.2(d)(iii), then GM shall pay to the Purchaser the GM Termination Fee, in cash by wire transfer in immediately available funds to an account designated by the Purchaser, no later than one (1) Business Day following such termination; or

(vii) automatically pursuant to Section 3.2(e), then the Purchaser shall pay to GM, in cash by wire transfer in immediately available funds to an account designated by GM, no later than one (1) Business Day following such termination, a termination fee and expense reimbursement in an aggregate amount equal to \$150,000,000.00 (One Hundred Fifty Million Dollars).

(b) The parties hereto agree that the provisions contained in this Section 3.4 are an integral part of the transactions contemplated by this Agreement, that the damages resulting from the termination of this Agreement as set forth in Section 3.4(a) of this Agreement are uncertain and incapable of accurate calculation and that the amounts payable pursuant to Section 3.4(a) hereof are reasonable forecasts of the actual damages which may be incurred by the parties under such circumstances. The amounts payable pursuant to Section 3.4(a) hereof constitute liquidated damages and not a penalty and shall be the sole monetary remedy in the event of termination of this

Agreement on the bases specified in Section 3.2 hereof. If either GM or the Purchaser, as applicable, fails to pay the other party any amounts due under Section 3.4(a) in accordance with the terms hereof, such party shall pay the costs and expenses (including reasonable outside legal fees and expenses) of the other party in connection with any action, including the filing of any lawsuit or other legal action, taken to collect payment. The parties acknowledge that in no event shall GM be responsible for paying the GM Termination Fee, the Non-Recommendation Fee or the Additional Non-Recommendation Fee more than once nor shall GM be responsible for paying both (i) the GM Termination Fee and (ii) the Non-Recommendation Fee and, if applicable, the Additional Non-Recommendation Fee.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF GM

GM hereby represents and warrants to the Purchaser as follows, except as specifically described in GM's annual report on Form 10-K for the fiscal year ended December 31, 2002 (the "GM 10-K") and all other reports, filings, registration statements and other documents (collectively with the GM 10-K, the "GM SEC Documents") filed by GM with the SEC after December 31, 2002 and prior to the date hereof (as such documents have been amended since the time of their filing and prior to the date hereof), all of which are of public record (it being understood that the representations and warranties of GM set forth in this Article IV shall not be qualified by any risk factor disclosure in the GM SEC Documents).

4.1 Organization and Good Standing. GM is a corporation validly existing and in good standing under the laws of the State of Delaware with all corporate power to carry on its business as now conducted. GM is duly qualified to do business and is in good standing (to the extent that such concepts or equivalent concepts are recognized in such jurisdictions) in each jurisdiction in which the nature of the business conducted by it or the property it owns, leases or operates makes such qualification necessary, except where the failure to be so qualified or in good standing in such jurisdiction would not reasonably be expected to have a material adverse impact on GM's ability to consummate the transactions contemplated by the GM Transaction Agreements.

4.2 Corporate Power and Authority. GM has (or will have prior to execution thereof) all requisite corporate power and authority to enter into the GM Transaction Agreements and to consummate the transactions contemplated thereby. The execution and delivery of the GM Transaction Agreements by GM, and, subject to the recommendation of the GM Board of Directors in accordance with the provisions of Section 7.2 hereof and receipt of the Requisite Stockholder Approval of the Requisite Vote Matters, the consummation of the transactions contemplated by the GM Transaction Agreements to be effected by GM have been (or will be prior to execution and delivery thereof) duly authorized by all necessary corporate action on the part of GM. Each of the GM Transaction Agreements has been (or will be) duly executed and delivered by GM and, assuming the due authorization, execution and delivery by the other parties

thereto, constitutes (or will constitute when executed) the legal, valid and binding obligation of GM, enforceable against GM in accordance with its terms, except as enforceability may be limited by bankruptcy, similar laws of debtor relief and general principles of equity.

4.3 Conflicts, Consents and Approvals. Except as set forth in Section 4.3 of the disclosure schedule delivered by GM to the Purchaser and dated as of the date of this Agreement (the "GM Disclosure Schedule"), the execution and delivery by GM of the GM Transaction Agreements and the consummation of the transactions contemplated by the GM Transaction Agreements will not:

(a) violate any provision of GM's Certificate of Incorporation (after giving effect to the GM Charter Amendment), GM's by-laws or the GM Board Policy Statement;

(b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with the giving of notice, the passage of time or both, would constitute a default) under, require the consent of any party under, or entitle any party (with the giving of notice, the passage of time or both) to terminate, accelerate, modify or call a default under, or result in the creation of any Encumbrance (other than a Permitted Encumbrance) upon any of the properties or assets of GM or any of its Significant Subsidiaries (other than Hughes and its Subsidiaries) under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, intellectual property or other license, contract, undertaking, agreement, lease or other instrument or obligation to which GM or any of its Significant Subsidiaries (other than Hughes and its Subsidiaries) is a party;

(c) violate any order, writ, injunction, decree, statute, rule or regulation applicable to GM or any of its Significant Subsidiaries (other than Hughes and its Subsidiaries); or

(d) except as contemplated by the GM Transaction Agreements or the Merger Agreement, require any consent or approval of, or registration or filing by GM or any of its Affiliates (other than Hughes and its Subsidiaries) with, any third party or Governmental Authority, other than (i) authorization for listing of the shares of Surviving Corporation Common Stock to be issued in connection with the Split-Off and the Merger, as applicable, on the New York Stock Exchange ("NYSE"), (ii) actions required by the HSR Act and the competition laws of foreign jurisdictions, (iii) registrations or other actions required under federal, state and foreign securities laws as are contemplated by this Agreement or (iv) notifications to or applications for consent from Governmental Authorities required with respect to the Hughes Permits;

except in the case of (b), (c) and (d) for any of the foregoing that, in the aggregate, would not reasonably be expected to have a material adverse impact on GM's ability to consummate the transactions contemplated by the GM Transaction Agreements.

4.4 Ownership of Hughes Capital Stock. As of the date of this Agreement and through and until immediately prior to the Split-Off Effective Time (i.e., not giving effect to the Hughes Common Stock Exchange), each outstanding share of Hughes capital stock is and shall be owned directly by GM, free and clear of all Encumbrances.

4.5 Capitalization; Class H Fraction.

(a) As of the date of this Agreement: GM's authorized capital stock consists of 2,000,000,000 shares of GM \$1-2/3 Common Stock; 3,600,000,000 shares of GM Class H Common Stock; 6,000,000 shares, no par value per share, of Preferred Stock ("GM Preferred Stock"); and 100,000,000 shares, \$0.10 par value per share, of Preference Stock ("GM Preference Stock"). As of April 7, 2003: 1,107,518,293 shares of GM Class H Common Stock were issued and outstanding, 1,444,030 shares of GM Class H Common Stock were held by GM as treasury shares, 92,888,852 shares of GM Class H Common Stock were reserved for issuance upon exercise of outstanding options, 1,928,644 shares of GM Class H Common Stock were issuable with respect to awards under the Hughes Long Term Achievement Plan (the "LTAP") and 3,209,565 shares of GM Class H Common Stock were issuable with respect to restricted stock or restricted stock units. Each outstanding share of GM Class H Common Stock is duly authorized and validly issued, fully paid and nonassessable and has not been issued in violation of any preemptive or similar rights. GM has no authorized or outstanding bonds, debentures, notes or other obligations or securities, the holders of which have the right to vote with the stockholders of GM on any matter.

(b) Other than as set forth in Section 4.5(b) of the GM Disclosure Schedule, there are no outstanding subscriptions, options, warrants, puts, calls, agreements, understandings, claims or other commitments or rights of any type relating to the issuance, sale or transfer of any GM Class H Common Stock, nor are there outstanding any securities which are convertible into or exchangeable for any shares of GM Class H Common Stock and, except as expressly provided by the GM Transaction Agreements, GM has no obligation of any kind to issue any additional shares of GM Class H Common Stock or to pay for shares of GM Class H Common Stock. The issuance and sale of all of the shares of capital stock described in this Section 4.5, including the GM Class H Common Stock, have been in compliance with federal and state securities laws. Section 4.5(b) of the GM Disclosure Schedule accurately sets forth, as of the date indicated, the number of shares of GM Class H Common Stock issuable upon exercise of options to purchase shares of GM Class H Common Stock, and the exercise prices with respect thereto, along with a list of the options to purchase shares of GM Class H Common Stock held by each corporate officer of GM and Hughes. Other than (i) the First Amended and Restated Registration Rights Agreement, dated as of March 12, 2003, by and among GM, U.S. Trust Company of New York ("U.S. Trust"), as Trustee of the GM Special Salaried Employees Pension Trust established under the GM Retirement Program for Salaried Employees (the "GM Salaried Pension Plan"), U.S. Trust, as Trustee of the GM Special Hourly Employees Pension Trust established under the GM Hourly-Rate Employees Pension Plan (the "GM Hourly Pension Plan"), and U.S.

Trust, as Trustee of the Sub-Trust of the GM Welfare Benefit Trust established under the GM Welfare Benefit Trust, a voluntary employees' beneficiary association trust established to fund certain collectively bargained hourly retiree health care benefits under the GM Health Care Program for Hourly Employees and certain collectively bargained hourly retiree life insurance benefits under the GM Life and Disability Benefits Program for Hourly Employees and such benefits under other applicable collectively bargained welfare plans (the "VEBA") and, together with the GM Salaried Pension Plan and the GM Hourly Pension Plan, the "GM Employee Benefit Plans") (collectively, the "Current GM Employee Benefit Plans Registration Rights Agreement") and the First Amended and Restated Transfer Agreement (the "GM Employee Benefit Plans Transfer Agreement"), dated March 12, 2003, between GM and U.S. Trust, as trustee for the GM Salaried Pension Plan, the GM Hourly Pension Plan and the VEBA and all side letters and other agreements and arrangements related thereto and to the Current GM Employee Benefit Plans Registration Rights Agreement, and (ii) the Registration Rights Agreement, dated as of April 28, 1999, between GM and PRIMESTAR, Inc., and certain related agreements and arrangements relating thereto (collectively, the "PRIMESTAR Registration Rights Agreement"), neither GM nor any GM Affiliate has entered into or agreed to enter into any contract, agreement or understanding (other than such other contracts, agreements or understandings contemplated by this Agreement, the Merger Agreement or the Separation Agreement) that would require registration of any shares of GM Class H Common Stock under the Securities Act or under any state securities law or granted registration rights with respect to any shares of GM Class H Common Stock to any Person.

(c) As of April 3, 2003, the numerator of the Class H Fraction was 1,107,518,293 and the denominator of the Class H Fraction was 1,381,891,609, in each case as determined as of such point in time rather than as an average with respect to any accounting period.

4.6 Ownership and Transfer of Shares. At the Closing, GM will be the record and beneficial owner of the Shares, free and clear of any and all Encumbrances. Such Shares, when sold to the Purchaser, will have been validly issued, fully paid, non-assessable, free of all Encumbrances, and will not be subject to any registration rights, preemptive rights or any restriction on the voting or transfer thereof other than restrictions imposed by federal, state or foreign securities laws. At the Closing, GM will convey to the Purchaser good and marketable title to the Shares, free and clear of any and all Encumbrances. Assuming the accuracy of the representation and warranty set forth in Section 6.8 hereof, such conveyance shall not require registration under the Securities Act or any state or foreign securities laws.

4.7 Litigation. Except as set forth on Section 4.7 of the GM Disclosure Schedule, there is no Action pending or, to the knowledge of GM, threatened against GM or any of its Significant Subsidiaries (other than Hughes and its Subsidiaries) or its or their properties which would reasonably be expected to have a material adverse impact on GM's ability to consummate the transactions contemplated by the GM Transaction Agreements.

4.8 Brokerage and Finder's Fees; Opinions of Financial Advisors.

(a) Except for the GM Financial Advisors and the Hughes Financial Advisors, neither GM nor any of its Affiliates (other than Hughes and its Subsidiaries), stockholders, directors, officers or employees has incurred or will incur on behalf of GM or any of its Affiliates (other than Hughes and its Subsidiaries), any brokerage, finder's or similar fee in connection with the transactions contemplated by the GM Transaction Agreements.

(b) The Board of Directors of GM has received the GM Financial Advisor Fairness Opinions and the Hughes Financial Advisor Fairness Opinions. GM has heretofore provided, or will provide, a copy of such opinions to the Purchaser for informational purposes only, and the Purchaser acknowledges that it has no right to rely on such opinions. As of the date of this Agreement, such opinions have not been withdrawn, revoked or modified.

4.9 Information for Inclusion in the Proxy/Consent Solicitation Statement, the Registration Statements and Other Filings. None of the information provided by or on behalf of GM or any GM Affiliate (except to the extent it constitutes information provided by or on behalf of Hughes or any Hughes Affiliate) for inclusion in (i) the Proxy/Consent Solicitation Statement, at the date of mailing and at the date of voting or consent and approval with respect thereto, (ii) the Registration Statements, at the time they become effective and (iii) any other Disclosure Document, at the date of such Disclosure Document, shall contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. The information in the Proxy/Consent Solicitation Statement, the Registration Statements and any other Disclosure Document provided by or on behalf of GM or any GM Affiliate (except to the extent it constitutes information provided by or on behalf of Hughes or any Hughes Affiliate) will comply as to form in all material respects with the provisions of the Securities Act and the Exchange Act, as applicable. No representation or warranty is made by GM in this Section 4.9 with respect to statements made or incorporated by reference therein based on information provided by or on behalf of Hughes or any Hughes Affiliate or the Purchaser or any Purchaser Affiliate for inclusion in the Proxy/Consent Solicitation Statement, the Registration Statements or any other Disclosure Document. For the purposes of this Agreement, "Registration Statements" means, collectively, the registration statements, as amended from time to time, relating to the Hughes Common Stock to be distributed pursuant to the Split-Off, and the Surviving Corporation Common Stock and the Purchaser Stock to be issued pursuant to the Merger, including any prospectus relating to the Hughes Common Stock, the Surviving Corporation Common Stock and the Purchaser Stock as the case may be, each as amended and supplemented from time to time, and including the Proxy/Consent Solicitation Statement.

4.10 Tax Representations. GM currently believes that it will be able to make any representation, warranty or covenant which is reasonably likely to be requested by the IRS in connection with the Ruling Request.

4.11 Requisite Approvals.

(a) The affirmative votes of the holders of each of (i) a majority of the voting power of all outstanding shares of GM \$1-2/3 Common Stock and GM Class H Common Stock, voting together as a single class based on their respective per share voting power pursuant to the provisions set forth in the GM Certificate of Incorporation, as amended, (ii) a majority of the outstanding shares of GM \$1-2/3 Common Stock, voting as a separate class, and (iii) a majority of the outstanding shares of GM Class H Common Stock, voting as a separate class (collectively, the "Requisite Stockholder Approval"), are the only votes of the holders of any class or series of GM capital stock that will be obtained or are necessary in order to approve the Requisite Vote Matters.

(b) At a stockholder meeting held immediately after the approval of the Merger Agreement by the Hughes Board of Directors and the execution of the Merger Agreement, GM shall, in its capacity as the sole stockholder of Hughes, adopt and approve the Merger Agreement (and the execution, delivery and performance thereof) and the transactions contemplated by the Hughes Transaction Agreements.

4.12 Agreement with GM Employee Benefit Plans. Pursuant to the GM Employee Benefit Plans Transfer Agreement, the GM Employee Benefit Plans have (A) agreed that the GM Employee Benefit Plans will not transfer or otherwise dispose or enter into an agreement, understanding or arrangement or any substantial negotiations with respect to any transfer or disposition, of any GM Class H Common Stock, Hughes Common Stock or Surviving Corporation Common Stock or any successor security prior to one (1) year following the Split-Off Effective Time; provided, that if there is an agreement, understanding, arrangement or negotiation regarding such a transfer or disposition within such one (1) year period, then the GM Employee Benefit Plans will not be permitted to transfer any such shares prior to the later to occur of (i) the date which is two (2) years after the Split-Off Effective Time, and (ii) the date which is six (6) months after the date such agreement, understanding, arrangement or negotiation is consummated or terminated, as the case may be and (B) provided all consents and approvals required by them (other than any approval by them in their capacity as stockholders of GM) in order to consummate the Transactions. GM has provided a copy of the GM Employee Benefit Plans Transfer Agreement to the Purchaser.

4.13 Investment Intention. To the extent applicable, GM is acquiring the Purchaser Stock for its own account, for investment purposes only and not with a view to a distribution (as such term is used in Section 2(11) of the Securities Act) thereof. GM understands that the Purchaser Stock to be issued pursuant to the Stock Sale has not been registered under the Securities Act and cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available.