

NEWS CORP
Form 8-K
May 14, 2012

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

Form 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): 05/14/2012

News Corporation

(Exact name of registrant as specified in its charter)

Commission File Number: 001-32352

Delaware
(State or other jurisdiction of
incorporation)

26-0075658
(IRS Employer
Identification No.)

1211 Avenue of the Americas
New York, NY 10036
(Address of principal executive offices, including zip code)

212-852-7000
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 8.01. Other Events

Under News Corporation's (the "Company") stock repurchase program, the Company is authorized to acquire from time to time up to \$5 billion in the Company's outstanding shares of Class A common stock and Class B common stock and up to an additional \$5 billion in the Company's outstanding shares of Class A common stock. The Company is targeting to acquire the additional \$5 billion of Class A common stock from time to time by June 30, 2013. Under the rules of the Australian Stock Exchange (the "ASX"), the Company is required to provide to the ASX, on a daily basis, disclosure of transactions pursuant to the stock repurchase program to the extent such transactions occur.

Attached as Exhibit 99.1 is a copy of the information provided to the ASX on the date noted on Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits

Exhibit Number	Description
99.1	Information provided to the Australian Stock Exchange on the date noted on Exhibit 99.1.

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 hereunto duly authorized.

News Corporation

Date: May 14, 2012

By: /s/ Janet Nova

Janet Nova
Senior Vice President and Deputy General Counsel

EXHIBIT INDEX

Exhibit No.	Description
EX-99.1	Information provided to the Australian Stock Exchange on the date noted on Exhibit 99.1.

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all of our directors and executive officers as a group.

Beneficial ownership is determined in accordance with the rules of the SEC. Except as otherwise indicated, each person or entity named in the tables is expected to have sole voting and investment power with respect to all shares of our capital stock shown as beneficially owned, subject to applicable community property laws.

As of March 12, 2010, 87,087,624 shares of our common stock were issued and outstanding, of which 58,498,131 were earn-out shares or sponsor earn-out shares placed in escrow pursuant to the Escrow Agreement, to be released contingent upon our common stock meeting specified share price targets over the five-year period following the closing of the Merger. The information presented under Column A in the table below reflects beneficial ownership excluding all shares subject to earn-out. Note that the beneficial ownership percentages under Column A do not reflect the voting power beneficially owned by these individuals and entities because their earn-out shares may be voted without restriction, which will have the net effect of increasing the voting power held by the stockholders holding such earn-out shares and decreasing the voting power held by other stockholders. The information presented under Column B in the table below reflects beneficial ownership including all shares subject to earn-out and reflects the voting power beneficially owned by the listed individuals and entities.

We have assumed no exercise of the outstanding warrants or options (other than, in the case of each individual or entity listed in the table below, warrants or stock options held by that individual or entity that will be exercisable for our common stock within 60 days of March 12, 2010).

Name of Beneficial Owner ⁽¹⁾	Column A Beneficial Ownership (Excluding Earn-out Shares)		Column B Beneficial Ownership (Including Earn-out Shares)	
	Amount and Nature of Beneficial Ownership	Percentage of Outstanding Common Stock	Amount and Nature of Beneficial Ownership	Percentage of Outstanding Common Stock
Apollo Management V, L.P.	17,966,220 ⁽²⁾	56.9%	63,467,284 ⁽³⁾	70.5%
Wellington Management Company, LLP	6,164,827 ⁽⁴⁾	21.6%	9,914,827 ⁽⁵⁾	11.4%
Jeffrey A. Leddy	220,161 ⁽⁶⁾	0.8%	689,580 ⁽⁷⁾	0.8%
Erik J. Goldman	166,145 ⁽⁸⁾	0.6%	588,622 ⁽⁹⁾	0.7%
Craig J. Kaufmann	36,819 ⁽¹⁰⁾	0.1%	93,151 ⁽¹¹⁾	0.1%
Robert C. Lewis	36,819 ⁽¹²⁾	0.1%	93,151 ⁽¹³⁾	0.1%
Keith J. Schneider	15,909 ⁽¹⁴⁾	0.1%	44,076 ⁽¹⁵⁾	0.1%
Andrew D. Africk	39,504 ⁽¹⁶⁾	0.1%	51,240 ⁽¹⁷⁾	0.1%
Marc V. Byron	1,662,343 ⁽¹⁸⁾	5.6%	2,237,261 ⁽¹⁹⁾	2.5%
Andrew P. Hines	36,000 ⁽²⁰⁾	0.1%	36,000 ⁽²⁰⁾	0.0%
Warren N. Lieberfarb	36,000 ⁽²⁰⁾	0.1%	36,000 ⁽²⁰⁾	0.0%
Steven Martinez	36,000 ⁽²¹⁾	0.1%	36,000 ⁽²¹⁾	0.0%
Matthew H. Nord	39,504 ⁽²²⁾	0.1%	51,240 ⁽²³⁾	0.1%
Aaron J. Stone	36,000 ⁽²⁴⁾	0.1%	36,000 ⁽²⁴⁾	0.0%
Mark VanStekelenburg	36,000 ⁽²⁰⁾	0.1%	36,000 ⁽²⁰⁾	0.0%
All current directors and executive officers as a group	2,397,204 ⁽²⁵⁾	8.1%	4,028,321 ⁽²⁶⁾	4.5%

(1) Unless otherwise indicated, the business address of the individuals who are our current officers and directors is 2002 Summit Boulevard, Suite 1800, Atlanta, Georgia 30319.

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- (2) Includes (i) 12,373,560 shares of common stock held by Communications LLC, (ii) 1,292,660 shares of common stock held by PLASE HT, (iii) 3,000,000 shares of common stock issuable upon exercise of warrants held by PLASE HT and (iv) 1,300,000 shares of common stock held by HCI. Apollo Management V, L.P. (Management V) is the manager of Communications LLC. Apollo Management, L.P. (Management), an SEC registered investment adviser, is the sole member and manager of AIF V Management, LLC (Management V GP), which is the general partner of Management V. Apollo Management GP, LLC (Management GP) is the general partner of Management. Apollo Management Holdings, L.P. (Management Holdings) is the sole member and manager of Management GP. The general partner of Management Holdings is Apollo Management Holdings GP, LLC (Management Holdings GP). AIF V PLASE has been delegated management authority for PLASE HT. Apollo Advisors V, L.P. (Advisors V) is the general partner of AIF V PLASE. Apollo Capital Management V, Inc. (Capital Management V) is the general partner of Advisors V. Apollo Principal Holdings I, L.P. (Principal Holdings) is the sole stockholder of Capital Management V, and Apollo Principal Holdings I GP, LLC (Apollo Principal GP) is the general partner of Principal Holdings. According to a Schedule 13D filed on April 10, 2009, Apollo Investment Fund IV, L.P. and other investment funds affiliated with Apollo Investment Fund IV's manager, Apollo Management IV, L.P. or general partner, Apollo Advisors IV, L.P., controlled approximately 57.7% of the voting power of HCI. Management is the managing general partner of Apollo Management IV, L.P. Apollo Capital Management IV, Inc. (Capital Management IV) is the general partner of Apollo Advisors IV, L.P. Principal Holdings is the sole stockholder of Capital Management IV. Leon Black, Joshua Harris and Marc Rowan are the principal executive officers and managers of Management Holdings GP and Apollo Principal GP, and as such may be deemed to have voting and/or dispositive powers with respect to the shares owned by Communications LLC, PLASE HT and HCI. Each of Messrs. Black, Harris and Rowan disclaims beneficial ownership of any shares of common stock owned or to be received by Apollo, except to the extent of any pecuniary interest therein. The business address of Management V is 9 West 57th Street, 43rd Floor, New York, New York 10019.
- (3) Includes (i) the shares of common stock described in footnote (2) above, (ii) 41,440,731 earn-out shares held by Communications LLC, (iii) 2,110,333 earn-out shares held by PLASE HT and (iv) 1,950,000 earn-out shares held by HCI.
- (4) Includes shares of common stock held by investment advisory clients of Wellington Management. Wellington Management is an investment adviser registered under the Investment Advisers Act of 1940, as amended. Wellington Management, in such capacity, may be deemed to share beneficial ownership over the shares held by its client accounts. The business address of Wellington Management is 75 State Street, Boston, Massachusetts 02109.
- (5) Includes the shares of common stock described in footnote (4) above and 3,750,000 earn-out shares held by investment advisory clients of Wellington Management.
- (6) Includes (i) 58,391 shares of common stock held by Mr. Leddy, (ii) 25,706 shares of common stock held by the Jeffrey A. Leddy Grantor Retained Annuity Trust, (iii) 80,000 shares of restricted common stock granted to Mr. Leddy under the 2009 Plan and (iv) 56,064 shares of common stock issuable upon exercise of stock options that are exercisable within 60 days.
- (7) Includes (i) the shares of common stock described in footnote (6) above, (ii) 195,560 earn-out shares held by Mr. Leddy, (iii) 86,091 earn-out shares held by the Jeffrey A. Leddy Grantor Retained Annuity Trust, and (iv) 187,768 shares of common stock issuable upon exercise of earn-out options that are exercisable within 60 days.
- (8) Includes (i) 84,097 shares of common stock held by Mr. Goldman, (ii) 40,000 shares of restricted common stock granted to Mr. Goldman under the 2009 Plan and (iii) 42,048 shares of common stock issuable upon exercise of stock options that are exercisable within 60 days.
- (9) Includes (i) the shares of common stock described in footnote (8) above, (ii) 281,651 earn-out shares held by Mr. Goldman and (iii) 140,826 shares of common stock issuable upon exercise of earn-out options that are exercisable within 60 days.
- (10) Includes (i) 7,009 shares of common stock currently held by Mr. Kaufmann, (ii) 20,000 shares of restricted common stock granted to Mr. Kaufmann under the 2009 Plan and (iii) 9,810 shares of common stock issuable upon exercise of stock options that are exercisable within 60 days.

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- (11) Includes (i) the shares of common stock described in footnote (10) above, (ii) 23,470 earn-out shares held by Mr. Kaufmann and (iii) 32,862 shares of common stock issuable upon exercise of earn-out options that are exercisable within 60 days.
- (12) Includes (i) 7,009 shares of common stock currently held by Mr. Lewis, (ii) 20,000 shares of restricted common stock granted to Mr. Lewis under the 2009 Plan and (iii) 9,810 shares of common stock issuable upon exercise of stock options that are exercisable within 60 days.
- (13) Includes (i) the shares of common stock described in footnote (12) above, (ii) 23,470 earn-out shares held by Mr. Lewis and (iii) 32,862 shares of common stock issuable upon exercise of earn-out options that are exercisable within 60 days.
- (14) Includes 7,500 shares of restricted common stock granted to Mr. Schneider under the 2009 Plan and 8,409 shares of common stock issuable upon exercise of stock options that are exercisable within 60 days.
- (15) Includes the shares of common stock described in footnote (14) above and 28,167 shares of common stock issuable upon exercise of earn-out options that are exercisable within 60 days.
- (16) Includes 36,000 shares of restricted common stock granted to Mr. Africk under the 2009 Plan and 3,504 shares of common stock issuable upon exercise of stock options that are exercisable within 60 days. Does not include any shares of common stock held by Communications LLC, HCI and PLASE HT, each of which is an affiliate of Apollo, of which Mr. Africk is a senior partner. Mr. Africk disclaims beneficial ownership of any shares of common stock owned by any affiliates of Apollo, except to the extent of any pecuniary interest therein.
- (17) Includes the shares of common stock described in footnote (16) above, and 11,736 shares of common stock issuable upon exercise of earn-out options that are exercisable within 60 days.
- (18) Includes (i) 621,293 shares of common stock held by Byron Business Ventures XX, LLC, an entity controlled by Mr. Byron, (ii) 36,000 shares of restricted common stock granted to Mr. Byron under the 2009 Plan, (iii) 900,000 shares of common stock issuable upon exercise of warrants held by Byron Business Ventures XX, LLC and (iv) 105,050 shares of common stock held by Trivergance, an entity controlled by Mr. Byron.
- (19) Includes (i) the shares of common stock described in footnote (18) above, (ii) 333,025 earn-out shares held by Byron Business Ventures XX, LLC and (iii) 241,893 earn-out shares held by Trivergance.
- (20) Includes shares of restricted common stock granted under the 2009 Plan.
- (21) Includes shares of restricted common stock granted to Mr. Martinez under the 2009 Plan. Does not include any shares of common stock held by Communications LLC, HCI and PLASE HT, each of which is an affiliate of Apollo, of which Mr. Martinez serves as a partner. Mr. Martinez disclaims beneficial ownership of any shares of common stock owned by any affiliates of Apollo, except to the extent of any pecuniary interest therein.
- (22) Includes 36,000 shares of restricted common stock granted to Mr. Nord under the 2009 Plan and 3,504 shares of common stock issuable upon exercise of stock options that are exercisable within 60 days. Does not include any shares of common stock held by Communications LLC, HCI and PLASE HT, each of which is an affiliate of Apollo, of which Mr. Nord serves as a principal. Mr. Nord disclaims beneficial ownership of any shares of common stock owned by any affiliates of Apollo, except to the extent of any pecuniary interest therein.
- (23) Includes the shares of common stock described in footnote (22) above, and 11,736 shares of common stock issuable upon exercise of earn-out options that are exercisable within 60 days.
- (24) Includes shares of restricted common stock granted to Mr. Stone under the 2009 Plan. Does not include any shares of common stock held by Communications LLC, HCI and PLASE HT, each of which is an affiliate of Apollo, of which Mr. Stone serves as a senior partner. Mr. Stone disclaims beneficial ownership of any shares of common stock owned by any affiliates of Apollo, except to the extent of any pecuniary interest therein.
- (25) Includes (i) 908,555 shares of common stock, (ii) 900,000 shares of common stock issuable upon the exercise of warrants, (iii) 455,500 shares of restricted common stock granted under the 2009 Plan and (iv) 133,149 shares of common stock issuable upon exercise of stock options that are exercisable within 60 days.
- (26) Includes (i) the shares of common stock described in footnote (25) above, (ii) 852,135 earn-out shares, (iii) 333,026 sponsor earn-out shares and (iv) 445,957 shares of common stock issuable upon exercise of earn-out options that are exercisable within 60 days.

Table of Contents**Securities Authorized for Issuance under Equity Compensation Plans and Individual Arrangements**

The following table and notes thereto set forth, as of December 31, 2009, information with respect to shares of our common stock which may be issued under existing equity compensation plans and individual arrangements.

Plan Category	Number of Shares of Common Stock To Be Issued upon Exercise of Outstanding Options, Warrants and Rights	Weighted- Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Shares of Common Stock Remaining for Future Issuance under Equity Compensation Plans (Excluding Securities Reflected in First Column)
Equity compensation plans approved by stockholders	3,520,629	\$ 3.33	1,991,944
Equity compensation plans and individual arrangements not approved by stockholders			
Total	3,520,629	\$ 3.33	1,991,944

Item 13. Certain Relationships and Related Transactions, and Director Independence.***Hughes Communications, Inc. and Hughes Network Systems, LLC***

In July 2006, HNS, a wholly-owned subsidiary of HCI, which is controlled by investment funds that are affiliates of Apollo, granted a limited license to us allowing us to use the HUGHES trademark. The license is limited in that we may use the HUGHES trademark only in connection with our business of automotive telematics and only in combination with the Telematics name. As partial consideration for the license, the agreement provides that HNS will be our preferred engineering services provider. The license is royalty-free, except that we agreed to commence paying a royalty to HNS in the event we no longer have a commercial or affiliated relationship with HNS. As contemplated by the license terms and while the definitive agreement governing the relationship was being negotiated, HNS provided engineering development services to us pursuant to an Authorization to Proceed. In January 2008, we executed a definitive agreement with HNS pursuant to which HNS is continuing to provide us with engineering development and manufacturing services. For the years ended December 31, 2009, 2008 and 2007, HNS provided approximately \$23.4 million, \$30.9 million and \$21.6 million of services, respectively, to us. As of December 30, 2009 and 2008, we had an outstanding balance, not including the equipment financing and note payable discussed below, of approximately \$0.2 million and \$8.9 million, respectively, payable to HNS.

In October 2007, HNS entered into an agreement with us and a customer of ours, whereby HNS agreed to assume our rights and performance obligations under that agreement in the event that it failed to perform its obligations due to a fundamental cause such as bankruptcy or the cessation of its telematics business. In connection with that agreement, we entered into a letter agreement with HNS pursuant to which we agreed to take certain actions to enable HNS to assume its obligations in the event that such action is required. We believe that agreement terminated upon completion of the Merger.

In June 2008, we entered into an arrangement with HNS pursuant to which HNS purchased, on our behalf, certain production equipment for an aggregate amount of approximately \$2.0 million. Under this arrangement, we agreed to pay HNS at a rate of \$4.94 per telematics hardware device manufactured using the equipment, provided that (i) we were to pay HNS a minimum of \$0.2 million under this arrangement by December 31, 2009 and (ii) we were to pay HNS the balance of the amount owed under this arrangement plus all accrued interest by December 31, 2010. Interest accrued on the outstanding balance at a rate of 11.00% per annum. As of September 30, 2009, we had an outstanding balance related to the equipment financing of approximately \$2.3 million.

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In March 2009, prior to the Merger, HCI purchased 1,300,000 shares of Series B Preferred Stock from us. The shares were issued to HCI in satisfaction of \$13.0 million of trade receivables then currently owed by us to HNS. In connection with the Merger, HCI became a party to the Escrow Agreement and the Shareholders Agreement.

In December 2009, we issued to HNS a senior unsecured promissory note with a principal amount of approximately \$8.3 million through the conversion of a trade accounts payable balance of approximately \$6.0 million and the approximately \$2.3 million outstanding balance on the equipment financing arrangement owed to HNS. The promissory note will accrue interest at a rate of 12.00% per annum, compounded annually, and become due and payable on December 31, 2010. We are required to make scheduled principal payments of approximately \$0.8 million on April 15, 2010 and \$1.5 million on each of July 15, 2010 and October 15, 2010. In addition, subject to all restrictions in the First Lien Credit Agreement and Second Lien Credit Agreement and certain other limitations, to the extent we sell any capital equipment purchased by us (or purchased by HNS on our behalf) for use in connection with the Telematics Agreement between the parties, but no longer needed by us, we shall make unscheduled prepayments of principal on the promissory note equal to the proceeds from the sale of such capital equipment (net of any selling costs).

HCI is controlled by investment funds affiliated with Apollo. In addition, three members of our board of directors, including Mr. Leddy, our chief executive officer, and Messrs. Africk and Stone, board members affiliated with Apollo, are members of the board of managers of HNS and the board of directors of HCI. In addition, Mr. Leddy owns less than 1% of the equity of HCI and approximately 16.4% of the non-voting Class B membership interests of HNS.

Apollo Global Management LLC

Communications LLC, AIF V PLASE and PLASE HT are each affiliated with Apollo.

In March 2008, we issued to Communications LLC a senior subordinated unsecured promissory note with a principal amount of \$12.5 million and a maturity date of October 1, 2013. The note bears interest at a rate of 15.00% per annum which is compounded and added to the principal amount annually and is payable at maturity.

In December 2008, we issued AIF V PLASE (i) for aggregate consideration of \$5.0 million, senior secured term indebtedness with a principal amount of \$5.0 million and warrants to purchase 402,993 shares of common stock at an exercise price of \$0.01 per share and (ii) a senior subordinated unsecured promissory note with a principal amount of \$3.5 million and a maturity date of October 1, 2013.

In March 2009, AIF V PLASE purchased 1,200,000 shares of our Series B Preferred Stock in exchange for \$12.0 million of cash. In addition, in connection with the Merger, Apollo or certain of its affiliates became signatories to each of the Shareholders Agreement and the Escrow Agreement. Pursuant to the Escrow Agreement, Apollo serves as escrow representative.

In December 2009, we entered into the Second Lien Credit Agreement with PLASE HT, as administrative agent, collateral agent and original lender, pursuant to which we issued indebtedness due October 1, 2013 with an original principal amount of \$15.0 million. The loans under the Second Lien Credit Agreement bear interest at 9.00% per annum, payable-in-kind, and are guaranteed by all of our existing and future domestic subsidiaries. The loans are secured by a second priority lien on substantially all of our tangible and intangible assets, including the equity interests of our subsidiaries. The liens granted in connection with the Second Lien Credit Agreement are expressly subject and subordinated to the liens securing our obligations under the First Lien Credit Agreement. In connection with the issuance of the Second Lien Credit Agreement, we issued PLASE HT a warrant to purchase 3,000,000 shares of common stock at an exercise price of \$6.00 per share and entered into a customary registration rights agreement.

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In December 2009, AIF V PLASE transferred its ownership in all of its equity and debt interests of us, including its holding of senior secured term indebtedness, the senior subordinated unsecured promissory note and common stock, to PLASE HT.

Trivergance Business Resources, LLC and Trivergance, LLC

In September 2008, we entered into a services agreement with TBR, an affiliate of Mr. Byron, a member of our board of directors, pursuant to which TBR provided a marketing assessment and other research to aid in creating a marketing and retention platform for us. We paid TBR a fee of approximately \$0.2 million, reasonable and customary travel expenses and certain other expenses incurred in connection with the engagement. Additionally, in November 2008, we entered into a letter agreement with TBR pursuant to which we engaged TBR to provide certain marketing services in exchange for an approximately \$0.1 million monthly draw against a per subscriber fee payable on certain subscribers acquired beginning in November 2008 and continuing through December 2010. In January 2010, the parties entered into an amended agreement to remove the per-subscriber fee and continue under a fixed fee retainer of approximately \$0.1 million per month. For the years ended December 31, 2009 and 2008, TBR provided approximately \$1.4 million and \$0.2 million of services, respectively, to us.

Mr. Byron is also an affiliate of Trivergance. For consulting and financial advisory services provided in connection with the sale of the Series B Preferred Stock, we paid Trivergance approximately \$1.3 million of cash and issued Trivergance a warrant to purchase 314,117 shares of Company common stock, comprised of 72,224 initial shares and 241,893 earn-out shares, at an equivalent exercise price of approximately \$0.167 per share. Pursuant to the same engagement letter, in connection with the private placement completed in December 2009, we paid Trivergance approximately \$0.1 million of cash.

Director Independence

Because our equity securities are traded on the OTC Bulletin Board, we are not subject to any director independence requirements that may apply if our common stock was listed a national securities exchange, such as the NYSE Amex. We are subject to the director independence requirements of Rule 10A-3 under the Exchange Act with respect to members of our Audit Committee. Prior to their appointment to our board of directors, each of Messrs. Lieberfarb, Hines and VanStekelenburg was determined by our board of directors to meet the independence requirements of both the NYSE Amex and Rule 10A-3 under the Exchange Act.

Item 14. Principal Accounting Fees and Services.

In our two most recent fiscal years, we paid the following amounts to PricewaterhouseCoopers LLP (PwC), our independent registered public accounting firm:

	Year Ended December 31.	
	2009	2008
	(in thousands)	
Audit fees ⁽¹⁾	\$ 767	\$ 428
Audit-related fees ⁽²⁾	17	
Tax fees ⁽³⁾	65	66
All other fees ⁽⁴⁾		53
Total	\$ 849	\$ 547

- (1) Audit fees consist of fees for the audit of our consolidated financial statements included in our annual report on Form 10-K and for the reviews of the interim quarterly financial statements included in our quarterly reports on Form 10-Q and for services related to our registration statements.

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- (2) Audit-related fees consist of fees for review and consultation provided in connection with our compliance with Section 404 of the Sarbanes-Oxley Act of 2002.
- (3) Tax fees consist of fees for the preparation of state and federal tax returns.
- (4) All other fees consist of fees for consultation on regulatory and other matters.

Audit Committee Approval

The charter of our audit committee requires the committee to pre-approve all audit and permissible non-audit services provided by our independent registered public accounting firm. Where feasible, the audit committee considers and, when appropriate, pre-approves services after disclosure by management and the independent registered public accounting firm of the nature of the proposed services, the estimated fees (when available), and their opinions that the services will not impair the firm's independence. All fees paid to PwC following the Merger with Polaris were pre-approved by the audit committee in accordance with these policies.

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PART IV

Item 15. Exhibits, Financial Statement Schedules.

1. Financial Statements:

The consolidated financial statements filed in this Annual Report on Form 10-K are listed in the Index to the Consolidated Financial Statements included in Item 8. Financial Statements and Supplementary Data, which information is incorporated herein by reference.

2. Financial Statement Schedules:

No financial statement schedules are incorporated herein because of the absence of conditions under which they are required or because the required information is contained in the consolidated financial statements or notes thereto contained in this report.

3. Exhibits:

The exhibits required to be filed as part of this Annual Report on Form 10-K are listed in the Index to Exhibits attached hereto.

Table of Contents**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) 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.

Dated: March 16, 2010

HUGHES TELEMATICS, INC.

By: /s/ JEFFREY A. LEDDY
 Name: **Jeffrey A. Leddy**
 Title: **Chief Executive Officer**

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons in the capacities indicated on March 16, 2010. This document may be executed by the signatories hereto on any number of counterparts, all of which shall constitute one and the same instrument.

Name	Position	Date
/s/ JEFFREY A. LEDDY Jeffrey A. Leddy	Director and Chief Executive Officer	March 16, 2010
/s/ CRAIG J. KAUFMANN Craig J. Kaufmann	Vice President Finance and Treasurer	March 16, 2010
/s/ ANDREW D. AFRICK Andrew D. Africk	Director	March 16, 2010
/s/ MARC V. BYRON Marc V. Byron	Director	March 16, 2010
/s/ ANDREW P. HINES Andrew P. Hines	Director	March 16, 2010
Warren N. Lieberfarb	Director	March 16, 2010
/s/ STEVEN MARTINEZ Steven Martinez	Director	March 16, 2010
/s/ MATTHEW H. NORD Matthew H. Nord	Director	March 16, 2010
/s/ AARON J. STONE Aaron J. Stone	Director	March 16, 2010

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/s/ MARK VANSTEKELenburg

Director

March 16, 2010

Mark VanStekelenburg

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Exhibit No.	Description
2.1	Second Amended and Restated Merger Agreement, dated March 12, 2009, by and among Polaris Acquisition Corp., HUGHES Telematics, Inc., and Communication Investors, LLC (incorporated by reference from Exhibit 2.1 to the Company's Current Report on Form 8-K dated March 12, 2009)
3.1	Amended and Restated Certificate of Incorporation of HUGHES Telematics, Inc. filed with the Secretary of State of the State of Delaware on March 31, 2009 (incorporated herein by reference to Exhibit 3.1 to the Company's Registration Statement on Form 8-A filed on July 29, 2009 (File No. 000-53743))
3.2	Amended and Restated By-laws of HUGHES Telematics, Inc. (incorporated by reference from Exhibit 3.2 to the Company's Current Report on Form 8-K filed on April 6, 2009)
4.1	Specimen Common Stock Certificate (incorporated by reference from Exhibit 4.1 to the Company's Current Report on Form 8-K filed on April 6, 2009)
4.2	Specimen Warrant Certificate (incorporated by reference from Exhibit 4.3 to the Company's Registration Statement on Form S-1 (File No. 333-145759))
4.3	Form of Unit Purchase Option (incorporated by reference from Exhibit 4.4 to the Company's Registration Statement on Form S-1 (File No. 333-145759))
4.4	Form of Warrant Agreement (incorporated by reference from Exhibit 4.5 to the Company's Registration Statement on Form S-1 (File No. 333-145759))
10.1	Shareholders' Agreement, dated as of March 31, 2009, among Polaris Acquisition Corp. and each of the Persons listed on Schedules I, II and III (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed on April 6, 2009)
10.2	Escrow Agreement, dated as of March 31, 2009, by and among Polaris Acquisition Corp., Trivergance, LLC and Continental Stock Transfer & Trust Company (incorporated by reference from Exhibit 10.2 to the Company's Current Report on Form 8-K filed on April 6, 2009)
10.3	Amendment to Stock Escrow Agreement, dated as of March 31, 2009, by and among Polaris Acquisition Corp., its initial stockholders and Lazard Capital Markets LLC (incorporated by reference from Exhibit 10.3 to the Company's Current Report on Form 8-K filed on April 6, 2009)
10.4	HUGHES Telematics, Inc. 2009 Equity and Incentive Plan, effective as of March 31, 2009 (incorporated by reference from Exhibit 99.1 to the Company's Current Report on Form 8-K filed on April 6, 2009)
10.5	HUGHES Telematics, Inc. 2006 Stock Incentive Plan, effective as of November 30, 2006 (incorporated by reference from Exhibit 99.2 to the Company's Current Report on Form 8-K filed on April 6, 2009)
10.6	Letter Agreement, dated as of March 23, 2007, between Networkcar, Inc. and Keith Schneider (incorporated by reference from Exhibit 10.4 to the Company's Current Report on Form 8-K filed on April 6, 2009)
10.7	Form of Restricted Stock Agreement for directors pursuant to the HUGHES Telematics, Inc. 2009 Equity and Incentive Plan.
10.8	Form of Restricted Stock Agreement for executive officers pursuant to the HUGHES Telematics, Inc. 2009 Equity and Incentive Plan.
10.9	Form of Option Agreement for executive officers pursuant to the HUGHES Telematics, Inc. 2009 Equity and Incentive Plan.

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Exhibit No.	Description
10.10	Amended and Restated Credit Agreement, dated as of April 9, 2008, among HUGHES Telematics, Inc., Various Lenders, Morgan Stanley Senior Funding, Inc., and Morgan Stanley & Co. Incorporated (incorporated by reference from Exhibit 10.14 to the Company's Current Report on Form 8-K filed on April 6, 2009)
10.11	Assumption Agreement, dated as of March 31, 2009, among HUGHES Telematics, Inc., each Subsidiary Guarantor signatory hereto, the Administrative Agent and Collateral Agent (incorporated by reference from Exhibit 10.15 to the Company's Current Report on Form 8-K filed on April 6, 2009)
10.12	Guaranty and Collateral Agreement, dated as of March 31, 2008, among HUGHES Telematics Inc., subsidiary guarantors and Morgan Stanley & Co. Incorporated (incorporated by reference from Exhibit 10.16 to the Company's Current Report on Form 8-K filed on April 6, 2009)
10.13	Telematics Services Agreement, dated October 31, 2007, by and between HUGHES Telematics Inc. and Mercedes-Benz USA, LLC (incorporated by reference from Exhibit 10.18 to the Company's Current Report on Form 8-K/A filed on July 6, 2009)
10.14	Telematics Agreement, dated December 28, 2007, between HUGHES Network Systems, LLC and HUGHES Telematics, Inc. (incorporated by reference from Exhibit 10.19 to the Company's Current Report on Form 8-K filed on April 6, 2009)
10.15	Amended and Restated Co-Sale and Stock Restriction Agreement, dated as of March 31, 2009, by and among Hughes Telematics, Inc., Communications Investors LLC, Apollo Investment Fund V (PLASE), L.P. and certain investors (incorporated by reference from Exhibit 10.20 to the Company's Registration Statement on Form S-1 (File No. 333-160787))
10.16	Second Lien Credit Agreement dated as of December 17, 2009 among HUGHES Telematics, Inc., Plase HT, LLC as administrative agent and collateral agent, and the lenders from time to time party thereto (incorporated by reference from Exhibit 99.1 to the Company's Current Report on Form 8-K filed on December 22, 2009)
10.17	Second Lien Guaranty and Collateral Agreement dated as of December 17, 2009 among HUGHES Telematics, Inc., the subsidiaries of HUGHES Telematics, Inc. identified therein and Plase HT, LLC as collateral agent (incorporated by reference from Exhibit 99.2 to the Company's Current Report on Form 8-K filed on December 22, 2009)
10.18	Warrant to purchase 3,000,000 shares of common stock at \$6.00 per share, dated as of December 17, 2009, issued to PLASE HT, LLC, expiring December 17, 2014 (incorporated by reference from Exhibit 99.3 to the Company's Current Report on Form 8-K filed on December 22, 2009)
10.19	Senior Unsecured Promissory Note, dated December 18, 2009, in the principal amount of approximately \$8.3 million issued to Hughes Network Systems, LLC (incorporated by reference from Exhibit 99.4 to the Company's Current Report on Form 8-K filed on December 22, 2009)
10.20	Stock Purchase Agreement, dated December 24, 2009, by and among HUGHES Telematics, Inc. and the Purchasers set forth therein (incorporated by reference from Exhibit 99.1 to the Company's Current Report on Form 8-K filed on December 28, 2009)
10.21	Registration Rights Agreement, dated December 24, 2009, by and among HUGHES Telematics, Inc. and the Investors set forth therein (incorporated by reference from Exhibit 99.2 to the Company's Current Report on Form 8-K filed on December 28, 2009)
16.1	Letter from McGladrey & Pullen, LLP, independent registered public accounting firm (incorporated by reference from Exhibit 16.1 to the Company's Current Report on Form 8-K filed on April 6, 2009)
21.1	List of Subsidiaries (incorporated by reference from Exhibit 21.1 to the Company's Current Report on Form 8-K filed on April 6, 2009)

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Exhibit No.	Description
23.1	Consent of PricewaterhouseCoopers LLP, independent registered public accounting firm.
31.1	Certification of Jeffrey A. Leddy, Chief Executive Officer of HUGHES Telematics, Inc., required by Rule 13a-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Craig J. Kaufmann, Vice President Finance and Treasurer of HUGHES Telematics, Inc., required by Rule 13a-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Jeffrey A. Leddy, Chief Executive Officer of HUGHES Telematics, Inc., Pursuant to 18 U.S.C Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Craig J. Kaufmann, Vice President Finance and Treasurer of HUGHES Telematics, Inc., Pursuant to 18 U.S.C Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

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Exhibit 10.7

RESTRICTED STOCK AGREEMENT

This RESTRICTED STOCK AGREEMENT (this Agreement), effective as of the day of , 200 , is entered into by and between HUGHES Telematics, Inc., a Delaware corporation (the Company), and and, together with the Company, the Parties).

WITNESSETH:

Pursuant to the Company's 2009 Equity and Incentive Plan (the Plan) and resolutions of the Board of Directors of the Company duly adopted on [Month Date, 201_], the Board of Directors of the Company granted to the Grantee restricted shares of common stock of the Company, par value \$0.0001 per share (Common Stock), on the terms and conditions set forth herein and hereby grants such restricted shares.

Any capitalized terms not defined herein shall have their respective meanings set forth in the Plan.

NOW, THEREFORE, the Parties hereto agree as follows:

SECTION 1. Grant of Restricted Stock. The Grantee is entitled to 36,000 shares of Common Stock pursuant to the terms and conditions of this Agreement (the Restricted Stock) granted effective as of the date of this Agreement (the Date of Grant), subject to the restrictions set forth below and the terms of this Agreement. The Grantee shall not be required to pay any cash consideration in exchange for the Restricted Shares, except for taxes in accordance with Section 7.

SECTION 2. Restrictions and Restricted Period.

(a) **Restrictions.** Shares of Restricted Stock granted hereunder may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of and shall be subject to a risk of forfeiture as described in Section 4 below until the lapse of the Restricted Period (as defined below).

(b) **Restricted Period.** The restrictions set forth above shall lapse and the shares of Restricted Stock shall become vested and transferable (provided, that such transfer is otherwise in accordance with federal and state securities laws, and subject to Section 4 below) as to the shares of Restricted Stock over a three-year vesting period (the Restricted Period) as follows: (i) on March 31, 2010, 12,000 shares of Restricted Stock shall become vested, (ii) on March 31, 2011, an additional 12,000 shares of Restricted Stock shall become vested, and (iii) on March 31, 2012, an additional 12,000 shares of Restricted Stock shall become vested.

SECTION 3. Rights of a Stockholder. From and after the Date of Grant and for so long as the Restricted Stock is held by or for the benefit of the Grantee, the Grantee shall have all the rights of a stockholder of the Company with respect to the Restricted Stock, including, but not

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limited to, the right to receive dividends and the right to vote such shares. If there is any stock dividend, stock split or other change in character or amount of the Restricted Stock, then in such event, any and all new, substituted or additional securities to which Grantee is entitled by reason of the Restricted Stock shall be immediately subject to the Restrictions with the same force and effect as the Restricted Stock subject to such Restrictions immediately before such event.

SECTION 4. Forfeiture Upon Cessation of Service. If the Grantee's service to the Company is terminated, or if Grantee voluntarily terminates his service with the Company, then the Restricted Stock, to the extent the Restricted Period has not lapsed, shall be forfeited to the Company without payment of any consideration by the Company, and neither the Grantee nor any of his successors, heirs, assigns, or personal representatives shall thereafter have any further rights or interests in such shares of Restricted Stock; provided that if the Grantee's service to the Company is terminated by reason of death or Disability, then the Restricted Stock shall continue to vest in accordance with the schedule set forth in Section 2(b) above.

SECTION 5. Certificates. Restricted Stock granted herein may be evidenced in such manner as the Committee shall determine. If certificates representing Restricted Stock are registered in the name of the Grantee, then the Company may retain physical possession of the certificate until the Restricted Period has lapsed.

SECTION 6. Legends. The Company may require, as a condition of the issuance and delivery of certificates evidencing Restricted Stock pursuant to the terms hereof, that the certificates bear the legend as set forth immediately below, in addition to any other legends required under federal and state securities laws or as otherwise determined by the Committee. All certificates representing any of the shares of Restricted Stock subject to the provisions of this Agreement shall have endorsed thereon the following legend:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS UPON TRANSFER HELD BY THE ISSUER OR ITS ASSIGNEES(S) AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE HOLDER OF THE SHARES, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY. NO TRANSFER SHALL BE PERMITTED UNTIL AN EFFECTIVE REGISTRATION STATEMENT COVERING THE PLAN SHALL BE IN EFFECT.

Such legend shall not be removed until such shares vest pursuant to the terms hereof and a registration statement covering such shares shall be effective.

SECTION 7. Taxes. The Grantee shall pay to the Company promptly upon request, at the time the Grantee recognizes taxable income in respect to the shares of Restricted Stock, an amount equal to the federal, state and/or local taxes the Company determines it is required to withhold under applicable tax laws with respect to the shares of Restricted Stock. In lieu of collecting payment from the Grantee, the Company may, in its discretion, distribute vested shares of Common Stock net of the number of whole shares of Common Stock the fair market value of which is equal to the minimum amount of federal, state and local taxes required to be withheld under applicable tax laws. The Grantee understands that he (and not the Company)

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shall be responsible for any tax liability that may arise as a result of the transactions contemplated by this Agreement.

SECTION 8. Miscellaneous.

(a) Restrictions on Transfer. Shares of Restricted Stock that have not vested may not be transferred or otherwise disposed of by the Grantee, including by way of sale, assignment, transfer, pledge, hypothecation or otherwise, except as permitted by the Committee, or by will or the laws of descent and distribution.

(b) Compliance with Law and Regulations. The award and any obligation of the Company hereunder shall be subject to all applicable federal, state and local laws, rules and regulations and to such approvals by any government or regulatory agency as may be required. Any purported transfer or sale of the shares of Common Stock shall be subject to restrictions on transfer imposed by any applicable state and Federal securities laws. Any transferee shall hold such shares of Common Stock subject to all the provisions hereof and shall acknowledge the same by signing a copy of this Agreement.

(c) Invalid Transfers. No purported sale, assignment, mortgage, hypothecation, transfer, pledge, encumbrance, gift, transfer in trust (voting or other) or other disposition of, or creation of a security interest in or lien on, any of the shares of Restricted Stock by any holder thereof in violation of the provisions of this Restricted Stock Agreement shall be valid, and the Company will not transfer any of said shares of Restricted Stock on its books or otherwise nor will any of said shares of Restricted Stock be entitled to vote, nor will any dividends be paid thereon, unless and until there has been full compliance with said provisions to the satisfaction of the Company. The foregoing restrictions are in addition to and not in lieu of any other remedies, legal or equitable, available to enforce said provisions.

(d) Incorporation of Plan. This Agreement is made under the provisions of the Plan (which is incorporated herein by reference) and shall be interpreted in a manner consistent with it. To the extent that this Agreement is silent with respect to, or in any way inconsistent with, the terms of the Plan, the provisions of the Plan shall govern and this Restricted Stock Agreement shall be deemed to be modified accordingly.

(e) Notices. Any notices required or permitted hereunder shall be addressed to the Company, at its principal offices, or to the Grantee at the address then on record with the Company, as the case may be, and deposited, postage prepaid, in the United States mail. Either party may, by notice to the other given in the manner aforesaid, change his or its address for future notices.

(f) Successor. This Agreement shall bind and inure to the benefit of the Company, its successors and assigns, and the Grantee and his or her personal representatives and beneficiaries.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. The Committee shall have final authority to interpret and construe the Plan and this Agreement and to make any and all determinations under

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them, and its decision shall be binding and conclusive upon the Grantee and his legal representative in respect of any questions arising under the Plan or this Agreement.

(h) Amendment. This Agreement may be amended or modified by the Company at any time; provided that notice is provided to the Grantee in accordance with Section 8(e); and provided further that no amendment or modification that is adverse to the rights of the Grantee as provided by this Agreement shall be effective unless set forth in a writing signed by the Parties.

* * *

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

HUGHES TELEMATICS, INC.

By:

Name:

Title:

GRANTEE

By:

Name:

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Exhibit 10.8

RESTRICTED STOCK AGREEMENT

This RESTRICTED STOCK AGREEMENT (this Agreement), effective as of the day of , 201 , is entered into by and between HUGHES Telematics, Inc., a Delaware corporation (the Company), and (the Grantee and, together with the Company, the Parties).

WITNESSETH:

Pursuant to the Company's 2009 Equity and Incentive Plan (the Plan) and resolutions of the Compensation Committee (the Committee) of the Board of Directors of the Company duly adopted on [Month Date, 201_], the Company granted to the Grantee restricted shares of common stock of the Company, par value \$.0001 per share (Common Stock), on the terms and conditions set forth herein and hereby grants such restricted shares.

Any capitalized terms not defined herein shall have their respective meanings set forth in the Plan.

NOW, THEREFORE, the Parties hereto agree as follows:

SECTION 1. Grant of Restricted Stock. The Grantee is entitled to shares of Common Stock pursuant to the terms and conditions of this Agreement (the Restricted Stock) granted effective as of the date of this Agreement (the Date of Grant), subject to the restrictions set forth below and the terms of this Agreement. The Grantee shall not be required to pay any cash consideration in exchange for the Restricted Shares, except for taxes in accordance with Section 7.

SECTION 2. Restrictions and Restricted Period.

(a) Restrictions. Shares of Restricted Stock granted hereunder may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of and shall be subject to a risk of forfeiture as described in Section 4 below until the lapse of the Restricted Period (as defined below).

(b) Restricted Period. The restrictions set forth above shall lapse and the shares of Restricted Stock shall become vested and transferable (provided, that such transfer is otherwise in accordance with federal and state securities laws, and subject to Section 4 below) as to the shares of Restricted Stock over a three-year vesting period (the Restricted Period) as follows: on the third anniversary of the Date of the Grant, all shares of Restricted Stock shall become vested.

SECTION 3. Rights of a Stockholder. From and after the Date of Grant and for so long as the Restricted Stock is held by or for the benefit of the Grantee, the Grantee shall have all the rights of a stockholder of the Company with respect to the Restricted Stock, including, but not limited to, the right to receive dividends and the right to vote such shares. If there is any stock

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dividend, stock split or other change in character or amount of the Restricted Stock, then in such event, any and all new, substituted or additional securities to which Grantee is entitled by reason of the Restricted Stock shall be immediately subject to the Restrictions with the same force and effect as the Restricted Stock subject to such Restrictions immediately before such event.

SECTION 4. Forfeiture Upon Cessation of Service. If the Grantee's service to the Company is terminated, or if Grantee voluntarily terminates his service with the Company, then the Restricted Stock, to the extent the Restricted Period has not lapsed, shall be forfeited to the Company without payment of any consideration by the Company, and neither the Grantee nor any of his successors, heirs, assigns, or personal representatives shall thereafter have any further rights or interests in such shares of Restricted Stock; provided that if the Grantee's service to the Company is terminated by reason of death or Disability, then the Restricted Stock shall continue to vest in accordance with the schedule set forth in Section 2(b) above.

SECTION 5. Certificates. Restricted Stock granted herein may be evidenced in such manner as the Committee shall determine. If certificates representing Restricted Stock are registered in the name of the Grantee, then the Company may retain physical possession of the certificate until the Restricted Period has lapsed.

SECTION 6. Legends. The Company may require, as a condition of the issuance and delivery of certificates evidencing Restricted Stock pursuant to the terms hereof, that the certificates bear the legend as set forth immediately below, in addition to any other legends required under federal and state securities laws or as otherwise determined by the Committee. All certificates representing any of the shares of Restricted Stock subject to the provisions of this Agreement shall have endorsed thereon the following legend:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS UPON TRANSFER HELD BY THE ISSUER OR ITS ASSIGNEES(S) AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE HOLDER OF THE SHARES, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY. NO TRANSFER SHALL BE PERMITTED UNTIL AN EFFECTIVE REGISTRATION STATEMENT COVERING THE PLAN SHALL BE IN EFFECT.

Such legend shall not be removed until such shares vest pursuant to the terms hereof and a registration statement covering such shares shall be effective.

SECTION 7. Taxes. The Grantee shall pay to the Company promptly upon request, at the time the Grantee recognizes taxable income in respect to the shares of Restricted Stock, an amount equal to the federal, state and/or local taxes the Company determines it is required to withhold under applicable tax laws with respect to the shares of Restricted Stock. In lieu of collecting payment from the Grantee, the Company may, in its discretion, distribute vested shares of Common Stock net of the number of whole shares of Common Stock the fair market value of which is equal to the minimum amount of federal, state and local taxes required to be withheld under applicable tax laws. The Grantee understands that he (and not the Company)

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shall be responsible for any tax liability that may arise as a result of the transactions contemplated by this Agreement.

SECTION 8. Miscellaneous.

(a) Restrictions on Transfer. Shares of Restricted Stock that have not vested may not be transferred or otherwise disposed of by the Grantee, including by way of sale, assignment, transfer, pledge, hypothecation or otherwise, except as permitted by the Committee, or by will or the laws of descent and distribution.

(b) Compliance with Law and Regulations. The award and any obligation of the Company hereunder shall be subject to all applicable federal, state and local laws, rules and regulations and to such approvals by any government or regulatory agency as may be required. Any purported transfer or sale of the shares of Common Stock shall be subject to restrictions on transfer imposed by any applicable state and Federal securities laws. Any transferee shall hold such shares of Common Stock subject to all the provisions hereof and shall acknowledge the same by signing a copy of this Agreement.

(c) Invalid Transfers. No purported sale, assignment, mortgage, hypothecation, transfer, pledge, encumbrance, gift, transfer in trust (voting or other) or other disposition of, or creation of a security interest in or lien on, any of the shares of Restricted Stock by any holder thereof in violation of the provisions of this Restricted Stock Agreement shall be valid, and the Company will not transfer any of said shares of Restricted Stock on its books or otherwise nor will any of said shares of Restricted Stock be entitled to vote, nor will any dividends be paid thereon, unless and until there has been full compliance with said provisions to the satisfaction of the Company. The foregoing restrictions are in addition to and not in lieu of any other remedies, legal or equitable, available to enforce said provisions.

(d) Incorporation of Plan. This Agreement is made under the provisions of the Plan (which is incorporated herein by reference) and shall be interpreted in a manner consistent with it. To the extent that this Agreement is silent with respect to, or in any way inconsistent with, the terms of the Plan, the provisions of the Plan shall govern and this Restricted Stock Agreement shall be deemed to be modified accordingly.

(e) Notices. Any notices required or permitted hereunder shall be addressed to the Company, at its principal offices, or to the Grantee at the address then on record with the Company, as the case may be, and deposited, postage prepaid, in the United States mail. Either party may, by notice to the other given in the manner aforesaid, change his or its address for future notices.

(f) Successor. This Agreement shall bind and inure to the benefit of the Company, its successors and assigns, and the Grantee and his or her personal representatives and beneficiaries.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. The Committee shall have final authority to interpret and construe the Plan and this Agreement and to make any and all determinations under

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them, and its decision shall be binding and conclusive upon the Grantee and his legal representative in respect of any questions arising under the Plan or this Agreement.

(h) Amendment. This Agreement may be amended or modified by the Company at any time; provided that notice is provided to the Grantee in accordance with Section 8(e); and provided further that no amendment or modification that is adverse to the rights of the Grantee as provided by this Agreement shall be effective unless set forth in a writing signed by the Parties.

* * *

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

HUGHES TELEMATICS, INC.

By:

Name:

Title:

GRANTEE

By:

Name:

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Exhibit 10.9

STOCK OPTION AGREEMENT

This Stock Option Agreement, including Schedule A hereto, (collectively, the Agreement) effective as of [Month Date, 201], sets forth the terms of a stock option (the Option) granted to (the Participant) by HUGHES Telematics, Inc., a Delaware corporation (the Company).

WITNESSETH:

WHEREAS, Participant is an employee or consultant of the Company or one of its wholly owned subsidiaries.

WHEREAS, in consideration of services performed and to be performed by Participant and pursuant to resolutions of the Compensation Committee of the Board of Directors of the Company duly adopted on [Month Date, 201], the Company granted to the Participant the opportunity to purchase shares of its common stock in accordance with the Company's 2009 Equity and Incentive Plan (as amended from time to time, the Plan) upon the terms and conditions set forth herein.

WHEREAS, any capitalized terms not otherwise defined herein shall have the meaning accorded them under the Plan.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties, hereto, intending to be legally bound, agree as follows:

SECTION 1. Grant of Option. The Company hereby irrevocably grants to Participant the right to purchase all or any part of the aggregate number of shares of the common stock of the Company, par value \$.0001 per share (Common Stock) specified on Schedule A attached hereto (the Certificate , such number of shares specified on the Certificate, the Option Shares), which option(s) shall constitute a Non-Qualified Stock Option, at the grant price listed in the Certificate (the Option Price), during the period and subject to the conditions hereinafter set forth. The Option is not intended to qualify as incentive stock options within the meaning of Section 422 of the Code.

SECTION 2. Option Period. The Option may only be exercised once vested and then only in accordance with the provisions of the Agreement, including Sections 3 and 4 hereof, and the Plan. The date the Option was granted is specified in the Certificate (the Grant Date) and all rights to exercise the Option shall terminate on the expiration date specified in the Certificate (the Option Expiration Date), unless terminated sooner in accordance with this Agreement or the Plan.

SECTION 3. Vesting/Exercise of Option.

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(a) Time Vesting. The Option shall be exercisable at the Option Price specified on the Certificate, with respect to such number of Option Shares, on or after the corresponding dates specified under the heading "Vesting Schedule" in the Certificate, unless accelerated pursuant to a provision of the Plan, but in no event after the Option Expiration Date.

(b) Market Vesting. The Option shall be exercisable as to such number of Option Shares and upon such conditions set forth in the Certificate under the heading "Market Vesting Portion of Option", unless accelerated pursuant to a provision of the Plan, but in no event after the Option Expiration Date.

SECTION 4. Manner of Exercise.

(a) Unless the Company shall have delivered notice to the Participant pursuant to Section 4(b) below, exercise of the Option shall be by written notice to Company pursuant to Section 11 hereof and shall be in accordance with Section 6(g) of the Plan. Upon receipt of such notice and payment, the Company shall deliver a certificate or certificates representing the Option Shares purchased. The certificate or certificates representing the Option Shares shall be registered in the name of the Participant, or if the Participant so requests, shall be issued in or transferred into the name of the Participant and another person jointly with the right of survivorship. The certificate or certificates shall be delivered to or in accordance with the written instructions of the Participant. No Participant or his legal representative, legatees or distributees, as the case may be, shall be or shall be deemed to be a holder of any shares subject to the Option unless and until certificates for such shares are issued to him or them upon the exercise of an Option. The Option Shares that shall be purchased upon the exercise of the Option as provided herein shall be fully paid and nonassessable.

(b) As an alternative to the manner of exercise specified in Section 4(a) above, the Company may, by notice to the Participant, designate a third-party agent (the "Agent") for purposes of receiving notices of exercise, administering the exercise of the Option, and administering such other aspects of the Plan as the Company may determine.

(c) In lieu of issuing share certificates as contemplated by Section 4(a) above, the Company may elect to issue Option Shares in book-entry form or via electronic delivery (DWAC) into an account designated by the Participant or an account of Participant at the Agent.

SECTION 5. Forfeiture Upon Cessation of Employment. If the Participant's employment or service with the Company or its subsidiaries is terminated, or if Participant voluntarily terminates his employment or service with the Company or its subsidiaries, then any portion of an Option that has not yet vested shall terminate upon the date of such termination of employment or service, and neither the Participant nor any of his successors, heirs, assigns, or personal representatives shall thereafter have any further rights or interests in the unvested portion of such Option; provided that if the Participant's employment or service with the Company is terminated by reason of death or Disability, then any unvested portion of the Option shall automatically vest upon termination of employment or service.

SECTION 6. Transferability of Option. The Option is not transferable by the Participant other than by will or by the laws of descent and distribution in the event of the

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Participant's death, in which event the Option may be exercised by the heirs or legal representatives of the Participant for one year following Participant's death in the manner set forth in Section 4 hereof. The Option may be exercised during the lifetime of the Participant only by the Participant. Any attempt at assignment, transfer, pledge or disposition of the Option contrary to the provisions hereof or the levy of any execution, attachment or similar process upon the Option shall be null and void and without effect. Any exercise of the Option by a person other than the Participant shall be accompanied by appropriate proofs of the right of such person to exercise the Option.

SECTION 7. Option Shares to be Purchased for Investment. The Company does not currently have an effective registration statement under the Securities Act of 1933 (the "Act") covering the Option Shares. The Option may not be exercised until such an effective registration covers the Option Shares. Following the time of an initial effective registration statement, if for any reason such registration statement shall cease to be effective, it shall be a condition to the exercise of the Option that the Option Shares acquired upon such exercise be acquired for investment and not with a view to distribution. If requested by the Company upon advice of its counsel that the same is necessary or desirable, the Participant shall, at the time of purchase of the Option Shares, deliver to the Company Participant's written representation that Participant (a) is purchasing the Option Shares for his own account for investment, and not with a view to public distribution or with any present intention of reselling any of the Option Shares (other than a distribution or resale which, in the opinion of counsel satisfactory to the Company, may be made without violating the registration provisions of the Act); (b) has been advised and understands that (i) the Option Shares have not been registered under the Act and are subject to restrictions on transfer and (ii) the Company is under no obligation to register the Option Shares under the Act or to take any action which would make available to the Participant any exemption from such registration; and (c) has been advised and understands that such Option Shares may not be transferred without compliance with all applicable federal and state securities laws.

SECTION 8. Changes in Capital Structure. The number of Option Shares covered by the Option and the Option Price shall be subject to adjustment in accordance with Section 4(c) of the Plan.

SECTION 9. Legal Requirements. If the listing, registration or qualification of the Option Shares upon any securities exchange or under any federal or state law, or the consent or approval of any governmental regulatory body is necessary as a condition of or in connection with the purchase of the Option Shares, the Company shall not be obligated to issue or deliver the certificates representing the Option Shares as to which the Option has been exercised unless and until such listing, registration, qualification, consent or approval shall have been effected or obtained. The Option does not hereby impose on the Company a duty to so list, register, qualify, or effect or obtain consent or approval. If registration is considered unnecessary by the Company or its counsel, the Company may cause a legend to be placed on the certificates for the Option Shares being issued calling attention to the fact that they have been acquired for investment and have not been registered, such legend to read substantially as follows:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND MAY NOT BE

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OFFERED FOR SALE, SOLD OR OTHERWISE TRANSFERRED UNLESS THERE IS A REGISTRATION STATEMENT IN EFFECT COVERING SUCH SECURITIES OR THERE IS AVAILABLE AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS.

SECTION 10. No Obligation to Exercise Option. The Participant shall be under no obligation to exercise the Option.

SECTION 11. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed to be properly given when personally delivered to the party entitled to receive the notice or when sent by certified or registered mail, postage prepaid, properly addressed to the party entitled to receive such notice at the address stated below:

If to the Company:	2002 Summit Boulevard, Suite 1800
	Atlanta, Georgia 30319
	Attention: General Counsel

If to the Participant:	Address of Participant on file with the Company
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SECTION 12. Administration. The Option has been granted pursuant to the Plan, and is subject to the terms and provisions thereof. By acceptance hereof the Participant acknowledges receipt of a copy of the Plan. All questions of interpretation and application of the Plan and the Option shall be determined by the Company, and such determination shall be final, binding and conclusive.

SECTION 13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 14. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware without regard to conflicts of laws principles.

SECTION 15. Acceptance. This Agreement may be accepted via an electronic acceptance, or in manually executed counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 16. Amendment. This Agreement may not be amended except via an electronic acceptance or in a writing signed by both parties.

* * *

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

HUGHES TELEMATICS, INC.

By:

Name:

Title:

PARTICIPANT

By:

Name:

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SCHEDULE A

PARTICIPANT:

I. Option Summary (Option is subject to vesting terms in IA. and IB. below)

	Total Number of Option Shares Underlying Option	Grant Date	Exercise Price	Option Expiration Date
A. <u>Time Vesting Portion of Option</u>				
	Total Number of Option Shares Subject to Time Vesting	Vesting Schedule for Time Vesting Portion of Option		
B. <u>Market Vesting Portion of Option</u>				
	Number of Option Shares Vesting on Achievement of First Market Vesting Condition*	Number of Option Shares Vesting on Achievement of Second Market Vesting Condition**	Number of Option Shares Vesting on Achievement of Third Market Vesting Condition***	

* First Market Vesting Condition: Such date between March 31, 2010 and March 31, 2014, unless the option is terminated sooner, that the Share Price of the Common Stock equals or exceeds \$20.00 per share (the First Target) for 20 trading days within any 30 trading day period. If the First Target has not been achieved during the four-year period referenced above, the Option shall cease to be exercisable with respect to the such shares.

** Second Market Vesting Condition: Such date between March 31, 2011 and March 31, 2014, unless the option is terminated sooner, that the Share Price of the Common Stock equals or exceeds \$24.50 per share (the Second Target) for 20 trading days within any 30 trading day period. If the Second Target has not been achieved during the three-year period referenced above, the Option shall cease to be exercisable with respect to the such shares.

***Third Market Vesting Condition: Such date between March 31, 2012 and March 31, 2014, unless the option is terminated sooner, that the Share Price of the Common Stock equals or exceeds \$30.50 per share (the Third Target) for 20 trading days within any 30 trading day period. If the Third Target has not been achieved during the two-year period referenced above, the Option shall cease to be exercisable with respect to the such shares.

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Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statement on Form S-1 (No. 333-160787), on Form S-3 (No. 333-145759), and on Form S-8 (No. 333-160886) of HUGHES Telematics, Inc. of our report dated March 16, 2010 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

Atlanta, Georgia

March 16, 2010

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Exhibit 31.1

CERTIFICATIONS

I, Jeffrey A. Leddy, certify that:

1. I have reviewed this annual report on Form 10-K of HUGHES Telematics, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):
 - (a) all significant deficiencies in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

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- (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 16, 2010

By:

/s/ JEFFREY A. LEDDY
Jeffrey A. Leddy
Chief Executive Officer
(Principal Executive Officer)

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Exhibit 31.2

CERTIFICATIONS

I, Craig J. Kaufmann, certify that:

1. I have reviewed this annual report on Form 10-K of HUGHES Telematics, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):
 - (a) all significant deficiencies in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

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- (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 16, 2010

By:

/s/ CRAIG J. KAUFMANN

Craig J. Kaufmann

Vice President Finance and Treasurer

(Principal Financial and Accounting Officer)

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Exhibit 32.1

CERTIFICATION PURSUANT TO

18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the annual report for the year ended December 31, 2009 on Form 10-K (the "Annual Report") of HUGHES Telematics, Inc. (the "Company") as filed with the Securities and Exchange Commission on the date hereof, I, Jeffrey A. Leddy, Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

- (1) The Annual Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Annual Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ JEFFREY A. LEDDY
Name: Jeffrey A. Leddy
Title: Chief Executive Officer
(Principal Executive Officer)
Date: March 16, 2010

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Exhibit 32.2

CERTIFICATION PURSUANT TO

18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the annual report for the year ended December 31, 2009 on Form 10-K (the "Annual Report") of HUGHES Telematics, Inc. (the "Company") as filed with the Securities and Exchange Commission on the date hereof, I, Craig J. Kaufmann, Vice President Finance and Treasurer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

- (1) The Annual Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Annual Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ CRAIG J. KAUFMANN
Name: Craig J. Kaufmann
Title: Vice President Finance and Treasurer
(Principal Financial and Accounting Officer)
Date: March 16, 2010