

SECURITIES AND EXCHANGE COMMISSION
Washington, D. C. 20549

AMENDMENT NO. 17
to
SCHEDULE 14D-1(*)

Tender Offer Statement Pursuant to Section 14(d)(1)
of the Securities Exchange Act of 1934

QVC, INC.
(Name of Subject Company)

QVC PROGRAMMING HOLDINGS, INC.
COMCAST CORPORATION
TELE-COMMUNICATIONS, INC.
(Bidders)

Common Stock, \$.01 Par Value Per Share
(Title of Class of Securities)

747262 10 3
(CUSIP Number of Class of Securities)

Stanley L. Wang
Comcast Corporation
1500 Market Street
Philadelphia, PA 19102
(215) 665-1700

Stephen M. Brett
Tele-Communications, Inc.
5619 DTC Parkway
Englewood, CO 80111
(303) 267-5500

(Name, Address and Telephone Number of Person Authorized to Receive Notices
and Communications on Behalf of Bidder)

Copies to:

Dennis S. Hersch
Davis Polk & Wardwell
450 Lexington Avenue
New York, NY 10017
(212) 450-4000

Frederick H. McGrath
Baker & Botts, L.L.P.
885 Third Avenue
New York, NY 10022
(212) 705-5000

- - - - -
* This Statement also constitutes Amendment No. 18 to the Schedule 13D filed
by Tele-Communications, Inc. and Amendment No. 39 to the Schedule 13D filed
by Comcast Corporation in each case with respect to the securities of the
Subject Company.

QVC Programming Holdings, Inc., Comcast Corporation and
Tele-Communications, Inc. hereby amend and supplement their Tender Offer
Statement on Schedule 14D-1 filed with the Securities and Exchange Commission
on August 11, 1994 (as previously amended and supplemented, the "Schedule
14D-1") with respect to Bidders' Offer to Purchase for cash all outstanding
shares of Common Stock and Preferred Stock of the Company.

Information contained in the Schedule 14D-1 as hereby amended and
supplemented with respect to Comcast, Liberty, TCI and the Purchaser and their
respective executive officers, directors and controlling persons is given
solely by such person, and no other person has responsibility for the accuracy
or completeness of information supplied by such other persons.

Capitalized terms used but not defined herein have the meaning
assigned to them in the Offer to Purchase and the Schedule 14D-1.

Item 4. Source and Amount of Funds or Other Consideration.

(a) and (b) The information set forth in the Offer to
Purchase is hereby amended and supplemented to include the information set
forth in the Supplement to Offer to Purchase dated February 3, 1995 (the
"Supplement"), a copy of which is attached hereto as Exhibit (a)(30) and is
hereby incorporated by reference.

The information set forth in the Offer to Purchase is hereby
amended and supplemented to include the following information:

As of February 3, 1995, the First Amendment was executed by the

parties thereto. A copy of the First Amendment is attached hereto as Exhibit (c)(35) and is incorporated by reference.

The information set forth under "Special Factors -- Financing of the Transaction" in the Offer to Purchase is hereby amended and supplemented to include the information set forth under Item 10 of this Amendment.

Item 5. Purpose of the Tender Offer and Plans or Proposals of the Bidder.

(a) - (g) The information set forth in the Offer to Purchase is hereby amended and supplemented to include the information set forth under Item 4 of this Amendment.

Item 6. Interests in Securities of the Subject Company.

(a) and (b) The information set forth in the Offer to Purchase is hereby amended and supplemented to include the information set forth under Item 4 of this Amendment.

Item 7. Contracts, Arrangements, Understandings or Relationships with Respect to the Subject Company's Securities.

The information set forth in the Offer to Purchase is hereby amended and supplemented to include the information set forth under Item 4 of this Amendment.

Item 10. Additional Information.

(a) - (d) and (f) The information set forth in the Offer to Purchase is hereby amended and supplemented to include the information set forth under Item 4 of this Amendment.

The information set forth under "Introduction", "The Tender Offer - -- 1. Terms of the Tender Offer", "-- 2. Acceptance for Payment and Payment", "-- 3. Procedure for Tendering Shares", "-- 4. Withdrawal Rights", "-- 10. Certain Conditions of the Offer" and "-- 11. Certain Legal Matters; Regulatory Approvals" in the Offer to Purchase is hereby amended and supplemented to include the following information:

On February 3, 1995, Comcast and TCI issued a press release in which they announced that they have been advised that the FTC has closed its investigation with regard to the Transaction. Comcast and TCI also announced that the Purchaser has extended the Expiration Date for the Offer until 12:00 Midnight, New York City time, on Thursday, February 9, 1995, in order to complete the financing for the Transaction and to allow stockholders of the Company sufficient time to tender their Shares in the Offer. Comcast and Liberty currently anticipate that such financing will be obtained by Thursday, February 9, 1995 and that if all other conditions are satisfied, all shares tendered will be accepted for payment. Comcast and Liberty do not expect that the tender offer will be extended beyond 12:00 Midnight, New York City time, on Thursday, February 9, 1995.

As of the close of business on February 3, 1995 approximately 15,864,022 shares of QVC Common Stock, 468 shares of QVC Series B Preferred Stock and 31,639 shares of QVC Series C Preferred Stock have been tendered pursuant to the Offer.

A copy of the press release of Comcast and TCI relating to the foregoing is attached hereto as Exhibit (a)(28) and is hereby incorporated by reference, and the foregoing description is qualified in its entirety by reference to such Exhibit.

In addition, on February 3, 1995, Brian L. Roberts issued a statement, a copy of which is attached hereto as Exhibit (a)(29) and is hereby incorporated by reference.

Item 11. Material to be Filed as Exhibits.

(a)(28) -- Text of Press Release issued by Comcast and TCI on February 3, 1995.

(a)(29) -- Text of Statement issued by Brian L. Roberts, on February 3, 1995.

(a)(30) -- Supplement to Offer to Purchase, dated February 3, 1995.

(b)(3) -- Term Sheet for Company Loan.

(c)(35) -- First Amendment to Agreement and Plan of Merger, dated as of February 3, 1995.

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: February 6, 1995

QVC PROGRAMMING HOLDINGS, INC.

By: /s/ JULIAN A. BRODSKY

Name: Julian A. Brodsky
Title: Vice Chairman

COMCAST CORPORATION

By: /s/ JULIAN A. BRODSKY

Name: Julian A. Brodsky
Title: Vice Chairman

TELE-COMMUNICATIONS, INC.

By: /s/ STEPHEN M. BRETT

Name: Stephen M. Brett
Title: Executive Vice
President

EXHIBIT INDEX

Exhibit Number -----	Description -----	Sequentially Numbered Page -----
(a)(28)	Text of Press Release issued by Comcast and TCI on February 3, 1995.	-
(a)(29)	Text of Statement issued by Brian L. Roberts on February 3, 1995.	-
(a)(30)	Supplement to Offer to Purchase, dated February 3, 1995.	-
(b)(3)	Term Sheet for the Company Loan.	-
(c)(35)	First Amendment to Agreement and Plan of Merger, dated as of February 3, 1995.	-

FTC TERMINATES INVESTIGATION RELATING TO QVC ACQUISITION;
 COMCAST AND TCI'S LIBERTY MEDIA
 EXTEND QVC TENDER OFFER
 UNTIL FEBRUARY 9 -- NO FURTHER EXTENSION EXPECTED

Philadelphia, PA and Englewood, CO -- February 3, 1995: Comcast Corporation and Tele-Communications, Inc. announced today that the Federal Trade Commission has advised them that it has closed its investigation relating to Comcast's and TCI's joint acquisition of QVC, Inc. Comcast and TCI also announced that QVC Programming Holdings, Inc., an acquisition vehicle to be jointly owned by Comcast and Liberty Media Corporation, a wholly-owned subsidiary of TCI, has extended the expiration date for the tender offer for the stock of QVC until 12:00 Midnight, New York City time, on Thursday, February 9, 1995 in order to complete the financing for the transaction and to allow stockholders of the Company sufficient time to tender their shares in the offer. Comcast and Liberty currently anticipate that such financing will be obtained by Thursday, February 9, 1995 and that if all other conditions are satisfied, all shares tendered will be accepted for payment. Comcast and Liberty do not expect that the tender offer will be extended beyond 12:00 Midnight, New York City time, on Thursday, February 9, 1995.

As a consequence of the extension of the expiration date, holders of QVC shares are entitled to tender or withdraw their shares pursuant to the tender offer until 12:00 Midnight, New York City time, on February 9, 1995.

The tender offer continues to be conditioned upon, among other things, obtaining sufficient financing to purchase all of the shares tendered pursuant to the tender offer, to consummate the second step merger and to pay related fees and expenses.

As of the close of business on February 3, 1995, approximately 15,864,022 shares of QVC Common Stock, 468 shares of QVC Series B Preferred Stock and 31,639 shares of QVC Series C Preferred Stock had been tendered pursuant to the tender offer.

Comcast Corporation is principally engaged in the development, management and operation of cable communications networks. Including the recently completed acquisition of Maclean Hunter's United States cable properties, Comcast's consolidated and prorated affiliated operations will serve approximately 3.4 million cable subscribers. Comcast provides cellular telephone services in the Northeast United States to markets encompassing a population in excess of 7.4 million. Comcast also has investments in cable programming, telecommunications systems, and international cable and telephony franchises.

Comcast's Class A and Class A Special Common Stock are traded on the Nasdaq Stock Market under the symbols CMCSA and CMCSK, respectively.

Liberty is a wholly-owned subsidiary of Tele-Communications, Inc., which holds interests in several national cable programming networks. TCI is the United States' largest cable television operator, serving 11.7 million customers in 48 states, Puerto Rico and the District of Columbia.

Tele-Communications, Inc. is traded in the Nasdaq National Market with Class A and Class B Common Stock and Class B Preferred Stock trading separately under the symbols of TCOMA, TCOMB and TCOMP, respectively.

FOR FURTHER INFORMATION CONTACT:

Comcast Corporation

- - - - -

William E. Dordelman
 Assistant Treasurer
 (215) 981-7550

Kathleen B. Jacoby
 Director of Investor Relations
 (215) 981-7392

Tele-Communications, Inc.

- - - - -

Steve Smith
 Investor Relations
 (303) 267-5048

Vivian Carr
 Liberty Media
 (303) 721-5406

Lela Cocoros
 TCI Media Relations
 (303) 267-5273

****COMCAST STATEMENT ON FTC CLEARANCE OF QVC ACQUISITION****

In response to the decision reached by the Federal Trade Commission earlier today, Brian L. Roberts, President of Comcast Corporation issued the following statement:

"We are delighted that the Federal Trade Commission has cleared the way for us to move forward with our acquisition of QVC, which will now serve as Comcast's launching pad into the interactive future. Increasing our investment in programming content has been a major priority for Comcast, and QVC is an outstanding opportunity with the premier franchise in electronic retailing."

Supplement to Offer to Purchase for Cash
All Outstanding Shares of Common Stock,

Series B Preferred Stock and

Series C Preferred Stock

of

QVC, INC.

at

\$46 Net Per Share of Common Stock and

\$460 Net Per Share of Preferred Stock

by

QVC PROGRAMMING HOLDINGS, INC.

THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON THURSDAY, FEBRUARY 9, 1995, UNLESS THE OFFER IS EXTENDED.

THE OFFER IS CONDITIONED UPON AMONG OTHER THINGS, (i) THERE BEING VALIDLY TENDERED AND NOT WITHDRAWN PRIOR TO THE EXPIRATION DATE SHARES (THE "SHARES") OF COMMON STOCK, PAR VALUE \$.01 PER SHARE (THE "COMMON STOCK"), AND SERIES B PREFERRED STOCK AND SERIES C PREFERRED STOCK, EACH PAR VALUE \$.10 PER SHARE (TOGETHER, THE "PREFERRED STOCK") OF QVC, INC. (THE "COMPANY") WHICH, TOGETHER WITH THE 19,176,061 FULLY DILUTED SHARES AGREED TO BE CONTRIBUTED BY COMCAST CORPORATION ("COMCAST") AND LIBERTY MEDIA CORPORATION ("LIBERTY") (OR ANY WHOLLY-OWNED SUBSIDIARY THEREOF) TO QVC PROGRAMMING HOLDINGS, INC. (THE "PURCHASER"), PURSUANT TO THE JOINT BIDDING AGREEMENT (AS DEFINED IN THE OFFER TO PURCHASE DATED AUGUST 11, 1994 (THE "OFFER TO PURCHASE")), REPRESENT AT LEAST A MAJORITY OF THE OUTSTANDING SHARES OF COMMON STOCK, CALCULATED ON A FULLY DILUTED BASIS AND (ii) THE PURCHASER HAVING OBTAINED SUFFICIENT FINANCING ON TERMS SATISFACTORY TO IT TO PURCHASE ALL OF THE OUTSTANDING SHARES PURSUANT TO THE OFFER, CONSUMMATE THE MERGER (AS DESCRIBED IN THE OFFER TO PURCHASE) AND PAY RELATED FEES AND EXPENSES. SEE "THE TENDER OFFER -- 10. CERTAIN CONDITIONS OF THE OFFER" IN THE OFFER TO PURCHASE, AS AMENDED.

THE BOARD OF DIRECTORS OF THE COMPANY (OTHER THAN DIRECTORS AFFILIATED WITH COMCAST) HAS UNANIMOUSLY DETERMINED THAT THE OFFER AND THE MERGER DESCRIBED IN THE OFFER TO PURCHASE ARE FAIR TO AND IN THE BEST INTERESTS OF THE COMPANY'S STOCKHOLDERS (OTHER THAN COMCAST AND LIBERTY AND THEIR AFFILIATES) AND APPROVED THE

OFFER AND THE MERGER, AND RECOMMENDS THAT THE COMPANY'S STOCKHOLDERS ACCEPT THE OFFER AND APPROVE THE MERGER.

THIS TRANSACTION HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION NOR HAS THE COMMISSION PASSED UPON THE FAIRNESS OR MERITS OF SUCH TRANSACTION NOR UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

IMPORTANT

Any stockholder desiring to tender Shares should either (1) complete and sign one of the Letters of Transmittal (or facsimile thereof) in accordance with the instructions in one of the Letters of Transmittal and deliver it with the certificate(s) representing tendered Shares and all other required documents to the Depositary or tender such Shares pursuant to the procedures for book-entry transfer set forth in "The Tender Offer -- 3. Procedures for Tendering Shares" in the Offer to Purchase, as amended, or (2) request his or her broker, dealer, commercial bank, trust company or other nominee to effect the transaction for him or her. A stockholder having Shares registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such person if he or she desires to tender such Shares.

Any stockholder who desires to tender Shares and whose certificates representing such Shares are not immediately available or who cannot comply with the procedures for book-entry transfer on a timely basis may tender such Shares pursuant to the guaranteed delivery procedures set forth in "The Tender Offer -- 3. Procedures for Tendering Shares" in the Offer to Purchase, as

amended.

Questions and requests for assistance or additional copies of this Supplement to Offer to Purchase ("Supplement"), the Offer to Purchase and the Letters of Transmittal may be directed to the Information Agent or the Dealer Manager at their respective addresses and telephone numbers set forth on the last page of this Supplement. Additional copies of this Supplement, the Letters of Transmittal and the Notice of Guaranteed Delivery may also be obtained from brokers, dealers, commercial banks or trust companies.

The Dealer Manager for the Offer is:

Lazard Freres & Co.

February 3, 1995

To the Holders of Common Stock,
Series B Preferred Stock and
Series C Preferred Stock of
QVC, Inc.:

INTRODUCTION

The following information amends and supplements the Offer to Purchase, dated August 11, 1994 (the "Offer to Purchase"), of QVC Programming Holdings, Inc., a Delaware corporation (the "Purchaser"). The Purchaser, which will be wholly-owned by Comcast Corporation, a Pennsylvania corporation ("Comcast"), and Liberty Media Corporation, a Delaware corporation ("Liberty" and, together with Comcast, the "Parent Purchasers") and a wholly-owned subsidiary of Tele-Communications, Inc., a Delaware corporation ("TCI"), hereby offers to purchase all outstanding shares (the "Shares") of Common Stock, \$.01 par value per share (the "Common Stock"), and Series B Preferred Stock and Series C Preferred Stock, each par value \$.10 per share (together, the "Preferred Stock") of QVC, Inc., a Delaware corporation (the "Company") at \$46 per share of Common Stock and \$460 per share of Preferred Stock, net to the seller in cash, without interest thereon, upon the terms and subject to the conditions set forth in the Offer to Purchase, this Supplement and in the related Letters of Transmittal (which, together with the amendments thereto, constitute the "Offer"). Tendering stockholders will not be obligated to pay brokerage fees or commissions or, except as set forth in Instruction 6 of the Letter of Transmittal, stock transfer taxes on the purchase of Shares pursuant to the Offer. The Purchaser will pay all charges and expenses of Lazard Freres & Co. (in such capacity, the "Dealer Manager"), the Bank of New York (the "Depository") and D.F. King & Co., Inc. (the "Information Agent") incurred in connection with the Offer.

As indicated below, Comcast and Liberty are proceeding with their efforts to obtain the financing necessary to satisfy the Financing Condition (as defined in the Offer to Purchase, as amended) and anticipate that such financing will be obtained by February 9, 1995, assuming all other conditions to the Offer have been satisfied. Upon obtaining such financing, and if the other conditions to the Offer are then satisfied, Comcast and Liberty intend to cause the Purchaser to accept Shares for payment and consummate the Offer.

Except as otherwise set forth in this Supplement, the terms and conditions previously set forth in the Offer to Purchase remain applicable in all respects to the Offer, and this Supplement should be read in conjunction with the Offer to Purchase. Unless the context requires otherwise, terms not defined herein have the meaning ascribed to them in the Offer to Purchase.

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, (i) THERE BEING VALIDLY TENDERED (AS DEFINED IN THE OFFER TO PURCHASE) AND NOT WITHDRAWN PRIOR TO THE EXPIRATION DATE (AS DEFINED IN THE OFFER TO PURCHASE) SHARES WHICH, TOGETHER WITH THE 19,176,061 FULLY DILUTED SHARES AGREED TO BE CONTRIBUTED BY THE PARENT PURCHASERS (OR ANY WHOLLY-OWNED SUBSIDIARY THEREOF) TO THE PURCHASER PURSUANT TO THE JOINT BIDDING AGREEMENT DESCRIBED IN THE OFFER TO PURCHASE, REPRESENT AT LEAST A MAJORITY OF THE OUTSTANDING SHARES OF COMMON STOCK, ON A FULLY DILUTED BASIS (THE "MINIMUM TENDER CONDITION") AND (ii) THE PURCHASER HAVING OBTAINED SUFFICIENT FINANCING ON TERMS SATISFACTORY TO IT TO PURCHASE ALL OF THE OUTSTANDING SHARES PURSUANT TO THE OFFER, CONSUMMATE THE MERGER AND PAY RELATED FEES AND EXPENSES (THE "FINANCING CONDITION"). SEE "THE TENDER OFFER -- 10. CERTAIN CONDITIONS OF THE OFFER" IN THE OFFER TO PURCHASE, AS AMENDED.

THE BOARD OF DIRECTORS OF THE COMPANY (THE "BOARD") (OTHER THAN DIRECTORS AFFILIATED WITH COMCAST) HAS UNANIMOUSLY DETERMINED THAT THE OFFER AND THE MERGER DESCRIBED IN THE OFFER TO PURCHASE ARE FAIR TO AND IN THE BEST INTERESTS OF THE COMPANY'S STOCKHOLDERS (OTHER THAN THE PARENT PURCHASERS AND

THEIR AFFILIATES) AND APPROVED THE OFFER AND THE MERGER AND RECOMMENDS THAT THE COMPANY'S STOCKHOLDERS ACCEPT THE OFFER AND APPROVE THE MERGER.

ALLEN & COMPANY INCORPORATED ("ALLEN & COMPANY" OR "ALLEN"), FINANCIAL ADVISOR TO THE COMPANY, HAS DELIVERED AN OPINION TO THE BOARD TO THE EFFECT THAT THE CONSIDERATION TO BE RECEIVED BY THE STOCKHOLDERS (OTHER THAN THE PARENT PURCHASERS) OF THE COMPANY IN THE OFFER AND MERGER DESCRIBED IN THE OFFER TO PURCHASE IS FAIR TO SUCH STOCKHOLDERS FROM A FINANCIAL POINT OF VIEW. SEE "SPECIAL FACTORS -- OPINIONS AND REPORTS OF FINANCIAL ADVISORS" IN THE OFFER TO PURCHASE, AS AMENDED.

According to the Company, as of January 31, 1995, there were outstanding approximately 55,642,642 Fully Diluted Shares. Subsequent to the Parent Contribution, the Purchaser will beneficially own 19,176,061 Fully Diluted Shares. Accordingly, the Purchaser believes that the Minimum Tender Condition will be satisfied if approximately 8,645,261 shares of Common Stock are validly tendered pursuant to the Offer and not withdrawn prior to the Expiration Date.

Stockholders are urged to read this Supplement, the Offer to Purchase and the related Letters of Transmittal carefully before deciding whether to tender their Shares. Stockholders are also urged to consult the Tender Offer Statement on Schedule 14D-1 (as amended, the "Schedule 14D-1") relating to the Offer, which is on public file with the Commission and available for review.

Financing of the Transaction

Bank Financing. In connection with the Offer, on January 13, 1995, Comcast entered into a commitment letter (together with the term sheets thereto, the "Commitment Letter") with certain lenders (each, a "Managing Agent" and collectively, the "Managing Agents"), pursuant to which the Managing Agents have agreed, subject to the terms and conditions set forth therein, to provide the Purchaser with a multi-draw term loan credit facility in the aggregate principal amount of \$1,100,000,000 (later agreed to be increased to \$1,150,000,000) (the "Tender Offer Facility" and loans extended thereunder, the "Tender Loans"), and to provide the Surviving Corporation (as defined in the Offer to Purchase) with a credit facility in the aggregate principal amount of \$1,200,000,000 (the "Permanent Facility"). The proceeds of the Tender Offer Facility (except, unless Comcast guarantees the payment of interest and certain fees and other amounts under the Tender Offer Facility, for a certain amount to be withheld, as shall be determined by the Managing Agents to be sufficient to pay, among other things, all interest and fees for three months from the date of the initial Tender Loans) are available to be used to finance the purchase of the Shares pursuant to the Offer. The proceeds of the Permanent Facility are available to be used to repay the Tender Offer Facility, to pay other amounts, including merger consideration and transaction costs, payable in connection with the Merger, to issue letters of credit and for general corporate purposes.

The Tender Offer Facility and the Permanent Facility will be provided pursuant to the terms of, and shall become effective only upon the execution and delivery of, mutually satisfactory definitive loan documentation incorporating terms and conditions set forth in the Commitment Letter. It is expected that the definitive documentation for the Tender Offer Facility will not be executed until definitive documentation for the Permanent Facility is substantially complete.

The credit agreement for the Tender Offer Facility (the "Tender Facility Agreement") will be subject to certain customary conditions precedent, including, without limitation, the following: (1) the shareholders, management or other similar agreement or agreements (the "Joint Ownership and Management Agreements") among Comcast, Liberty and certain of their respective affiliates and the corporate and capital structure and related documents and agreements of the Purchaser and the Company shall be in form and substance reasonably satisfactory to the Managing Agents; (2) the Purchaser shall have purchased, concurrently with the initial borrowing under the Tender Offer Facility and pursuant to the Offer, at least that number of Shares which, when added to the number of Shares held by Purchaser, represents the number of Fully Diluted Shares of the Company which is necessary to effect the Merger without the affirmative vote of any other shareholder of the Company; (3) satisfaction of the conditions to the Offer; (4) receipt by the Purchaser of capital contributions of at least 18,000,000 Shares and such amount of cash as is necessary to consummate the Offer, and to do so in compliance with the applicable margin regulations; (5)(a) receipt of all necessary governmental approvals and expiration of all applicable waiting periods without any action being taken by any competent authority which restrains, prevents or imposes materially adverse conditions upon the consummation of the Offer or the Merger and (b) absence of any judgment, order, injunction or other restraint prohibiting or imposing materially adverse conditions upon the purchase of Shares pursuant to the Offer or the consummation of the Merger and absence of pending or threatened actions, suits or proceedings with respect to the

Purchaser or the Company or its subsidiaries that could reasonably be expected to have a material adverse effect on the business, assets, liabilities, financial condition or results of operations of the Purchaser or have a material adverse effect on the Offer, the rights or remedies of the lenders or on the ability of the Purchaser to perform its obligations under the Tender Offer Facility; (6) reasonable satisfaction of the Managing Agents with the terms of the Offer and the Merger Agreement; (7) receipt by the lenders of evidence of solvency and related matters satisfactory to the Managing Agents; (8) the lenders shall have a perfected first priority security interest in the Shares owned by the Purchaser; (9) evidence that the Purchaser's property is free and clear of all liens and encumbrances, with certain exceptions (including those in favor of the lenders); (10) absence of a material adverse change relating to the Company since January 31, 1994; (11) absence of stock options, warrants or similar rights to acquire the capital stock of the Company, with certain exceptions; (12) compliance of the Offer, the Merger and the Tender Loans with all applicable legal requirements, including, without limitation, Regulations G, T, U and X of the Board of Governors of the Federal Reserve System; (13) absence of violation of contractual restrictions as a result of the Offer and the Merger which would have a material adverse effect on the business, assets, liabilities, condition (financial or otherwise) or results of operations of the Company or which would have a material adverse effect on the ability of the Purchaser to perform its obligations under the Tender Facility Agreement; (14) provision by Comcast, Liberty or their respective subsidiaries of any additional funding necessary to complete the Offer and undertakings to complete the Merger in a manner and on terms reasonably satisfactory to the Managing Agents; (15) receipt by the lenders of satisfactory legal opinions; and (16) payment of costs, fees, expenses and other compensation contemplated by the Commitment Letter to the lenders or the Managing Agents to the extent due.

The credit agreement for the Permanent Facility (the "Permanent Facility Agreement") will be subject to certain customary conditions precedent, including, without limitation, the following: (1) satisfaction of all conditions to the Merger Agreement; (2) receipt of all necessary governmental approvals in connection with the Merger, the transactions contemplated by the Merger Agreement and otherwise referred to in the Permanent Facility, expiration of all applicable waiting periods without any action being taken by any competent authority which restrains, prevents or imposes materially adverse conditions upon, the consummation of the Merger, the absence of any judgment, order, injunction or other restraint prohibiting or imposing materially adverse conditions upon the consummation of the Merger and the absence of pending or threatened actions, suits, proceedings with respect to the Purchaser, the Company or their subsidiaries that could reasonably be expected to have a material adverse effect on the business, assets, liabilities, financial condition or results of operations of the Purchaser, the Company and its subsidiaries, the rights and remedies of the lenders or the ability of the Company to perform its obligations under the Permanent Facility Agreement; (3) the Joint Ownership and Management Agreements and the corporate and capital structure of the Surviving Corporation shall be reasonably satisfactory in form and substance to the Managing Agents; (4) receipt by the lenders of a perfected first priority security interest in the stock of the Surviving Corporation and its material subsidiaries; (5) termination of any bank credit agreements of the Company and its subsidiaries (other than the Permanent Facility) and repayment of all amounts outstanding thereunder concurrently with the initial funding under the Permanent Facility; (6) the Company's and its subsidiaries' property shall be free and clear of all liens and encumbrances, with certain exceptions; (7) absence of material adverse change in the business, assets, liabilities, financial condition or results of operations of the Company and its consolidated subsidiaries, taken as a whole, since the funding of the Tender Offer Facility; (8) absence of stock options, warrants or similar rights to acquire the capital stock of the Company, with certain exceptions; (9) compliance of the Merger with all applicable legal requirements, including, without limitation, Regulations G, T, U and X of the Board of Governors of the Federal Reserve System; (10) the lender's reasonable satisfaction as to the absence of violation of contractual restrictions as a result of the Merger which would have a material adverse effect on the business, assets, liabilities, financial condition or results of operations of the Surviving Corporation or which would have a material adverse effect on the ability of the Surviving Corporation to perform its obligations under the Permanent Facility Agreement; (11) the receipt by the Surviving Corporation of any additional funding necessary to complete the Merger; (12) receipt by the lenders of evidence of solvency and related matters; (13) receipt by the lenders of satisfactory legal opinions; and (14) payment of all reasonable costs, fees, expenses and other compensation payable to the lenders or the Managing Agents to the extent due.

The Commitment Letter has previously been filed as Exhibit (b)(1) to the Schedule 14D-1, and the foregoing summary description is qualified in its entirety by reference to such exhibit.

QVC Bridge Loan. In connection with the financing of the Offer, the

Board of Directors of the Company has authorized, subject to the negotiation and execution of definitive documentation and the satisfaction of the officers of the Company with the other relevant terms and conditions of such loan, the Company to make a loan (the "Company Loan") to the Purchaser of up to \$60 million. In addition, the Company would be permitted to increase the loan by up to an additional \$266 million, which is approximately equal to the difference between the Purchaser's aggregate costs of financing the Offer and the Purchaser's net acquisition costs to consummate the Offer and the Merger. The increased amount of the loan would be funded from proceeds to be received by the Company from the exercise of Options prior to the closing of the Offer. It is anticipated that the loan will only be drawn down by the Purchaser to the extent that the Offer and the Merger are not consummated on the same day. Based upon the balance sheet of the Company for the fiscal quarter ended October 31, 1994, after funding the loan described above the Company would have in excess of \$20,000,000 of remaining cash, assuming the exercise of all outstanding Options and the tender of all outstanding Shares. The loan described above will have a term of two months and will bear interest at Prime Rate (to be defined) plus 2.00% per annum, payable at maturity. The loan will be conditioned upon the Offer expiring no later than 12:00 Midnight, New York City time, on Thursday, February 9, 1995, the time at which the Offer is currently scheduled to expire. The loan will be unsecured and subordinated to the Tender Offer Facility. The loan will be drawn down in one or more installments and only after \$1.1 billion of bank financing (all available bank financing), not reduced by any fees or holdback, and all capital contributions are used to purchase Shares tendered in the Offer. See "Financing of the Transaction" in the Offer to Purchase, as amended.

In addition, the Company will fund a "rabbi" trust for outstanding Options not exercised in connection with the Offer; however, the amount of such funding will reduce the maximum amount of the Company Loan. See "Special Factors -- The Merger Agreement" in the Offer to Purchase, as amended.

A copy of the term sheet relating to the foregoing is filed as Exhibit (b)(2) to the Schedule 14D-1, and the foregoing summary description is qualified in its entirety by reference to such exhibit.

Subordinated Debt Financing. The Purchaser does not expect to raise funds required to consummate the Transaction through the issuance of subordinated debt securities.

Hart-Scott-Rodino Antitrust Improvements Act of 1976

On January 19, 1995, Comcast and TCI notified the Federal Trade Commission (the "FTC") of their intention to consummate the Offer at any time after 5:00 p.m. on Monday, February 6, 1995, provided that conditions to closing have been satisfied. Although all applicable waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the "HSR Act") relating to the Transaction have expired, the notice was given to the FTC in accordance with the parties' agreement with the FTC to provide at least ten days' notice to the FTC prior to consummating the Offer.

On February 3, 1995, Comcast and TCI were advised by the FTC that the FTC had closed its investigation with respect to the Transaction. However, the FTC reserved its right to take such further action as the public interest may require.

The Merger Agreement

The parties to the Merger Agreement (as defined the Offer to Purchase) intend to amend the Merger Agreement by a First Amendment to the Agreement and Plan of Merger (the "First Amendment") to change the structure of the Merger so that the Purchaser, rather than a wholly-owned subsidiary of the Purchaser, would be merged with and into the Company (the "Merger" and, together with the Offer, the "Transaction"). After the Merger, the Company would continue as the Surviving Corporation.

It is anticipated that the First Amendment will also provide that (i) the Company, rather than the Purchaser, will fund the "rabbi" trust referred to under "Financing of the Transaction -- QVC Bridge Loan" above, (ii) the Company will be authorized to draw cash funds from the "rabbi" trust for the purpose of repurchasing any outstanding Options for a price equal to the difference between \$46 per share and the per share exercise price of such Options at any time after consummation of the Offer, which the Company will be permitted to do, (iii) the Company may accelerate the vesting of any outstanding Option, and (iv) the Company will be permitted to make the Company Loan.

A copy of the proposed First Amendment will be filed as an Exhibit to the Schedule 14D-1, and the foregoing summary description is qualified in its entirety by reference to such exhibit.

Paramount Options

On August 15, 1994 the options (the "Paramount Options") to purchase an aggregate of 14,294,600 shares of Common Stock, which the Company granted to BellSouth, Cox and Advance pursuant to the Stock Option Agreement, expired without the exercise thereof, in whole or in part, by any of BellSouth, Cox or Advance. In connection with the expiration of the Paramount Options, except as otherwise expressly provided therein, the Stock Option Agreement (including the Acknowledgement and Agreement executed by Comcast and Liberty and the other agreements ancillary thereto and referred to therein) by its terms, including, without limitation, BellSouth's agreement to become a party to the Stockholders Agreement in the event that it purchased shares of Common Stock pursuant to the Stock Option Agreement, became void and of no effect as to the Company and each of BellSouth, Cox and Advance. As a result of the expiration of the Paramount Options, the number of outstanding Fully Diluted Shares set forth in the Offer to Purchase (which number had excluded the shares of Common Stock underlying the Paramount Options) did not change.

Regulatory Approvals

On November 4, 1994, the FCC granted consent to the transfer of control of the Company's three domestic fixed-satellite earth station licenses from the stockholders of the Company to the Purchaser.

Special Factors

Subsequent to the distribution of the Offer to Purchase on August 11, 1994, the Parent Purchasers and the Purchaser amended the Schedule 14D-1 to amend and supplement the Offer to Purchase to include the information set forth below. Such information should be read in conjunction with, and as if given at the same time as, the information contained in the Offer to Purchase.

The information set forth in clause (i) of the subsection entitled "Special Factors -- Fairness of the Transaction -- The Company -- Reasons for Recommendation" in the Offer to Purchase was amended and supplemented to include the following information:

In connection with its evaluation of the Company's current financial condition and results of operations and its future prospects, the Board considered the historical operating results for the Company as well as the Company's budgets for its future operations. Among the information the Board reviewed was the fact that the Company has launched two new domestic shopping services and that the Company is a partner in home shopping joint ventures in Mexico and the United Kingdom. The Board was aware that Allen described that there may be significant near-term growth opportunity for the Company's base business in view of the increasing acceptance of the home shopping industry, but that the Company's rate of growth for its base business has been decreasing. In addition, the Board noted that the Company's base business faces increasing competition from proposed new entrants in the televised home shopping industry, which include selected retail department stores and mail order companies, as well as from other participants in the industry. The Board also considered the information presented to the Board by Allen and described in clauses (ii) and (iii) below and under "-- Opinions and Reports of Financial Advisors -- Opinion of Allen & Company".

The information set forth in clause (ii) of the subsection entitled "Special Factors -- Fairness of the Transaction -- The Company -- Reasons for Recommendation" in the Offer to Purchase was amended and supplemented to include the following information:

In arriving at its recommendation, the Board also considered the fairness of the consideration to be paid to stockholders in the Offer and Merger in relation to the Company's net book value. Based on Allen's analysis, \$46 per share of Common Stock reflects a multiple of book value of 3.89, which falls within the range of multiples of book value in selected merger transactions that Allen analyzed, which ranged from .53 to 4.34. The Board was aware that certain valuations of the Company by Allen reflected values higher than the consideration to be paid in the Offer. See "-- Opinions and Reports of Financial Advisors -- Opinion of Allen & Company".

The information set forth in clause (v) of the subsection entitled "Special Factors -- Fairness of the Transaction -- The Company -- Reasons for Recommendation" in the Offer to Purchase was amended and supplemented to include the following information:

The Company considered certain restructuring alternatives, such as a tender offer by the Company for its Shares or the issuance of debt securities to the Company's stockholders, which would allow the Company

to remain independent and the stockholders to retain an equity interest in the Company; however, following discussion with Allen with respect to these alternatives, the Board concluded that the consideration to be paid to stockholders in the Offer and Merger was in the best interests of stockholders.

The information set forth in the subsection entitled "Special Factors -- Fairness of the Transaction -- Comcast and Liberty" in the Offer to Purchase was amended and supplemented to include the following information:

Comcast and Liberty recognized the fact that the Transaction is not structured so that approval of at least a majority of unaffiliated security holders is required, but did not consider this fact to be material to a determination of the fairness of the Transaction to unaffiliated security holders.

Comcast and Liberty recognized the fact that a majority of directors who are not employees of the Company has not retained an independent representative to act solely on behalf of unaffiliated security holders for the purposes of negotiating the terms of the Transaction and/or preparing a report concerning the fairness of the Transaction, but Comcast and Liberty did not consider this fact to be material to a determination of the fairness of the transaction to unaffiliated security holders in light of the fact that Ralph J. and Brian L. Roberts did not participate in the deliberations or decisions relating to the Merger Agreement and the engagement of Allen & Company by the Board, the fact that the Merger Agreement and the Transaction were unanimously approved by the directors of the Company other than Ralph J. and Brian L. Roberts, and the fact that the Offer price and the other terms of the Merger Agreement were the result of arms-length negotiations between Comcast and Liberty and their respective advisors, on the one hand, and the Company and its advisors, on the other hand.

Comcast and Liberty believe that the analyses contained in the Lazard Report, which included, among other things, an analysis of the going concern value of the Company, provide a sufficient basis for Comcast's and Liberty's consideration of the value of the Company. See "-- Opinions and Reports of Financial Advisors -- Opinions and Report of Lazard". Therefore, Comcast and Liberty did not prepare any independent analysis of book value or liquidation value, and did not believe it necessary to consider whether the consideration offered to unaffiliated security holders constitutes fair value in relation to net book value, liquidation value or the purchase price paid in previous purchases disclosed in Item 1(f) of the Schedule 13E-3.

Comcast and Liberty recognized the fact that certain valuations obtained by Lazard were higher than the Offer price, while other valuations obtained by Lazard were lower than the Offer price. See "-- Opinions and Reports of Financial Advisers -- Opinion and Report of Lazard". Comcast and Liberty did not consider this fact to be material to a determination of the fairness of the Transaction to unaffiliated security holders.

Comcast did not obtain a valuation of the consideration offered by CBS other than that contained in the Lazard Report. The Lazard Report included a valuation of the consideration offered to the Company's stockholders in the CBS Proposal based upon projected EBITDA exit multiples of 7.0x, 7.5x, 8.0x, 8.5x and 9.0x for CBS and the Company and derived implied deal prices of the CBS Proposal ranging from \$31 to \$41 per share of the Company's Common Stock. Based upon the Lazard Report, Comcast determined that the implied deal price for the Company's Common Stock in the CBS Proposal was \$41 per share.

Liberty did not prepare an independent analysis of the CBS Proposal and did not retain any person to prepare such an analysis on its behalf. Liberty did, however, review certain summaries of the CBS Proposal prepared by Allen for the Company in connection with Liberty's review of the CBS Proposal and its determination of whether to support the CBS Proposal. Such summaries contained an estimate of the value of the consideration to be offered by CBS as part of the CBS Proposal that implied a value of approximately \$35 to \$47 per share of Common Stock, based on a range of multiples of estimated pro forma 1994 EBITDA for CBS and the Company between 8.0x and 10.0x. In addition, following the announcement of the Comcast Proposal and the termination of the CBS Proposal, Liberty also reviewed certain portions of the Lazard Report provided to Liberty by Comcast relating to the value of the CBS Proposal. Other than its review of the Allen summary and portions of the Lazard Report, Liberty did not prepare any independent analysis of the value of the Common Stock in the CBS Proposal and did not attempt to verify the information contained in the summaries prepared by Allen or in the Lazard Report.

The information set forth in clause (v) of the subsection entitled "Special Factors -- Opinions and Reports of Financial Advisors -- Opinion of Allen & Company" in the Offer to Purchase was amended and supplemented to include the following information:

Allen's analysis yielded a per share valuation ranging between \$34.18 based on a 25% discount rate and a multiple of projected EBITDA of 7.0 and \$58.88 based on a 15% discount rate and a multiple of projected EBITDA of 9.0.

The information set forth in clause (vi) of the subsection entitled "Special Factors -- Opinions and Reports of Financial Advisors -- Opinion of Allen & Company" in the Offer to Purchase was amended and restated in its entirety as follows:

(vi) Other Factors Considered. (a) Allen reviewed recent trends in the market price and trading volume of the shares of Common Stock. (b) Allen compared the recent trends in the market price of the Common Shares with the Standard & Poor's 500 Index, an index comprised of the Cable Programming Companies and an index comprised of the Specialty Retailing Companies. (c) Allen compared market reaction as reflected in the price of the shares of Common Stock relating to selected public announcements relating to the Company. This comparison included, among other things, a review of the market prices of the shares of Common Stock prior to and following the announcement of the CBS Proposal and the announcement of the Comcast Proposal and prior to the announcement of the July 21, 1994 revised proposal of Comcast and Liberty (the "Comcast/Liberty Proposal"), and reviewed certain other relevant factors influencing the price of the shares of Common Stock. (d) Allen considered the foregoing analyses, together with the other analyses Allen made, and analyzed the relevant dates for purposes of determining a representative value for the shares of Common Stock. Allen concluded that the closing market price of \$32.38 on June 29, 1994, the date prior to the announcement of the CBS Proposal, was a representative price for the shares of Common Stock and the consideration to be paid in the Offer and the Merger represented a 42.1% premium over the market price on that date. (e) Allen compared the premium of the \$46 price to be paid in the Offer and the Merger to various recent market prices for the shares of Common Stock and to premiums paid in selected cash merger transactions. The premium of the \$46 price over market prices for the shares of Common Stock on the Comparison Dates (which were June 29, 1994, July 12, 1994 and August 2, 1994) and on certain dates prior to June 29, 1994 ranged from 42.1% on June 29, 1994 to 4.0% on August 2, 1994 (the date prior to Comcast and Liberty advising the Company that they would consider a transaction involving an increase in consideration to be paid pursuant to the Comcast/Liberty Proposal to \$46 per share (on a common equivalent basis)). The premiums paid in selected all cash merger transactions ranged from 10.0% to 82.5%. The multiple of sales, EBITDA, net income and book value in selected merger transactions ranged from 0.10 to 6.22 (compared to a 1.79 multiple of sales based on a \$46 per share of Common Stock valuation), 1.1 to 30.0 (compared to an 11.4 multiple of EBITDA based on a \$46 per share of Common Stock valuation), 10.7 to 27.2 (compared to a 29.2 multiple of net income based on a \$46 per share of Common Stock valuation) and 0.53 to 4.34 (compared to a 3.89 multiple of book value based on a \$46 per share of Common Stock valuation), respectively.

Allen determined from the foregoing that (a) the premium of the Offer and the Merger price over the recent market prices for the shares of Common Stock fell within the range of premiums paid in selected all cash merger transactions and (b) the multiples of sales, EBITDA, net income and book value offered to the Company in the Offer and the Merger fell within or above the range of such multiples in selected merger transactions in generally comparable industries.

Certain Information Concerning the Company

The following selected financial data relating to the Company and its subsidiaries has been taken or derived from the audited financial statements contained in the Company 10-K (as defined in the Offer to Purchase) and the unaudited financial statements contained in the Company's Quarterly Reports on Form 10-Q for its fiscal quarters ended October 31, 1994 and 1993 (the "Nine Month Company 10-Qs"). More comprehensive financial information is included in the Company 10-K and the Nine Month Company 10-Qs and the other documents filed by the Company with the Commission, and the financial data set forth below is qualified in its entirety by reference to such reports and other documents including the financial statements contained therein. Such reports and other documents may be examined and copies may be obtained from the offices of the Commission in the manner set forth below.

QVC, INC.

SELECTED FINANCIAL DATA
(In thousands, except per share amounts and ratios)

	At and For the Nine Months Ended October 31,		At and For the Fiscal Year Ended January 31,		
	1994	1993	1994	1993	1992
Statement of Operations Data:					
Net revenue.....	\$964,185	\$849,615	\$1,222,104	\$1,070,587	\$921,804
Income before extraordinary item and cumulative effect of change in accounting principle.....	38,256	52,465	55,311	56,588	21,733
Net income.....	38,256	56,455	59,301	55,092	19,625
Income per common share:					
Primary:					
Income before extraordinary item and cumulative effect of change in accounting principle.....	.78	1.04	1.10	1.32	.68
Net income.....	.78	1.12	1.18	1.29	.61
Fully diluted:					
Income before extraordinary item	.78	1.04	1.10	1.27	.67
Net income.....	.78	1.12	1.18	1.24	.61
Cash dividends per common share	--	--	--	--	--
Balance Sheet Data:					
Total assets.....	1,009,357	828,879	878,160	699,695	714,539
Long-term debt, less current maturities.....	6,599	7,185	7,044	7,586	152,461
Supplementary Data:					
Ratio of earnings to fixed charges	8.86x	11.10x	23.45x	4.88x	1.99x
Book value per common share....	\$13.17	\$12.22	\$12.32	\$10.34	\$8.96

The information concerning the Company contained herein has been taken from or is based upon reports and other documents on file with the Commission or otherwise publicly available. Although the Purchaser does not have any knowledge that would indicate that any statements contained herein based upon such reports and documents are untrue, the Purchaser does not take any responsibility for the accuracy or completeness of the information contained in such reports and other documents or for any failure by the Company to disclose events that may have occurred and may affect the significance or accuracy of any such information but that are unknown to the Purchaser.

The Company is subject to the informational requirements of the Exchange Act and in accordance therewith files periodic reports, proxy statements and other information with the Commission relating to its business, financial condition and other matters. The Company is required to disclose in such proxy statements certain information, as of particular dates, concerning the Company's directors and officers, their remuneration, stock options granted to them, the principal holders of the Company's securities and any material interest of such persons in transactions with the Company. Such reports, proxy statements and other information may be inspected at the public reference facilities maintained by the Commission at Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549 and should also be available for inspection and copying at the regional offices of the Commission of New York (Jacob K. Javits Federal Building, 26 Federal Plaza, New York, New York 10278) and Chicago (Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago, Illinois 60604). Copies of such material can also be obtained from the Public Reference Section of the Commission in Washington, D.C. 20549, at prescribed rates.

Certain Information Concerning the Purchaser and Parent Purchasers

The TCI/Liberty Merger (as defined in the Offer to Purchase) was consummated on August 4, 1994. In connection with the TCI/Liberty Merger and the subsequent restructuring of the assets of TCI, (a) the corporate name of Liberty Media Corporation was changed to TCI Cable Investments, Inc. (hereinafter referred to as "Old Liberty") and a new wholly-owned subsidiary of TCI was incorporated under the name "Liberty Media Corporation" (referred to herein as "Liberty", which entity presently holds substantially all of the programming assets owned by TCI), (b) Liberty QVC, Inc., which at the time of the execution of the Joint Bidding Agreement was the wholly-owned subsidiary of Old Liberty that held all of the Shares to be contributed by Old Liberty to

the Purchaser in the Parent Contribution, became a wholly-owned subsidiary of Liberty, and Liberty QVC, Inc. continues to hold such Shares, and (c) certain former subsidiaries of Old TCI that held Shares became wholly-owned subsidiaries of Liberty or transferred their Shares to Liberty or its wholly-owned subsidiaries.

As a result of the events described in the foregoing paragraph, TCI and Comcast entered into a letter agreement (the "TCI Letter Agreement") dated as of October 13, 1994. The TCI Letter Agreement provides, among other things, that Liberty (a) agrees to be bound by all of the provisions of the Joint Bidding Agreement, (b) assumes and agrees, subject to the terms and conditions set forth therein, to perform all liabilities and obligations of Old Liberty under the Joint Bidding Agreement (including, but not limited to, the obligations regarding the contribution to the Purchaser of Shares (the "Liberty Shares") and cash in connection with the consummation of the Offer) and (c) agrees to make an additional contribution to the Purchaser of the 17,922 shares of Series B Preferred Stock and 113,040 shares of Common Stock acquired by Liberty as a result of the transactions described in clause (c) of the preceding paragraph (the "Liberty Additional Shares") upon the same terms and conditions as the Liberty Shares are to be contributed to the Purchaser. The TCI Letter Agreement further provides that the contribution of the Liberty Additional Shares will reduce the amount of cash to be contributed by Liberty to the Purchaser pursuant to the Joint Bidding Agreement in connection with the consummation of the Offer by \$13,443,960 (which is the amount obtained by multiplying the 292,260 Fully Diluted Shares comprising the Liberty Additional Shares by the Offer price of \$46 per share of Common Stock), and as a result the Liberty Additional Contribution (as defined in the Joint Bidding Agreement) will be \$6,556,040. See "Financing of the Transaction" in the Offer to Purchase, as amended.

Facsimile copies of the Letters of Transmittal will be accepted. The Letters of Transmittal and certificates for Shares and any other required documents should be sent to the Depositary at one of the addresses set forth below:

The Depositary

The Bank of New York

(For Information Call (800) 507-9357)

By Mail:

By Facsimile:

By Hand of Overnight Courier:

Tender & Exchange Dept.
P.O. Box 11248
Church Street Station
New York, NY 10286-1248

(212) 815-6213
Confirm by telephone
(800) 507-9357

Tender & Exchange Dept.
101 Barclay Street
Receive and Deliver Window
New York, NY 10286

Questions or requests for assistance or additional copies of the Offer to Purchase, this Supplement and the related Letters of Transmittal may be directed to the Information Agent or the Dealer Manager at their respective addresses and telephone numbers set forth below. Stockholders may also contact their broker, dealer, commercial bank or trust company for assistance concerning the Offer.

The Information Agent is:

D.F. King & Co., Inc.

135 South LaSalle Street
Chicago, Illinois 60603

77 Water Street
New York, New York 10005

9841 Airport Boulevard
Los Angeles, California 90045

(312) 236-5881 (collect) (212) 269-5550 (collect) (213) 215-3860 (collect)

or

Call Toll-Free (800) 735-3591

The Dealer Manager for the Offer is:

Lazard Freres & Co.

One Rockefeller Plaza
New York, New York 10020
(212) 632-6000

(call collect)

February 3, 1995

Summary of Terms
QVC Bridge Funding

Loan: QVC will make a bridge loan to QVC Programming Holdings on arms'-length terms. The QVC loan will be drawn down only after \$1.1 billion of bank financing (all available bank financing), not reduced by any fees or holdback, and all capital contributions are used to purchase shares tendered. The loan will be structured so as not to be a margin loan.

Lender: QVC, Inc.

Borrower: QVC Programming Holdings, Inc.

Principal Amount: Up to \$60 million(*), drawn in one or more installments. In addition, QVC will lend up to an amount equal to \$266 million*, which represents the aggregate amount to be received by the Company as the exercise price of options exercised immediately prior to the closing of the tender offer (assuming all options are exercised).

Term: 2 months.

Interest: Prime Rate (to be defined) plus 2.00% per annum, payable at maturity.

Subordination: The QVC loan will be subordinated to the bank tender offer facility.

Security: The QVC loan will not be secured.

Condition Precedent: The QVC loan is conditioned on the tender offer expiring no later than 12:00 midnight on February 9, 1995.

- -----
(*) This amount assumes the tender of all of the shares issued upon exercise of 100% of outstanding options as well as all other outstanding shares (other than shares owned by QVC Programming Holdings). To the extent that less than 100% of such shares are tendered, the maximum aggregate principal amount of the bridge loan will be reduced. Under no circumstances will the amount of the loan, when added to the amount, if any, required to fund the "Rabbi" trust, exceed \$326 million.

AMENDMENT dated as of February 3, 1995 among QVC, INC. ("QVC"), COMCAST CORPORATION ("Comcast"), TCI CABLE INVESTMENTS, INC. ("Old Liberty"), LIBERTY MEDIA CORPORATION ("Liberty") AND QVC PROGRAMMING HOLDINGS, INC. ("Buyer")

W I T N E S S E T H :

WHEREAS, QVC, Comcast, Old Liberty and Buyer have heretofore entered into an Agreement and Plan of Merger dated as of August 4, 1994 (the "Agreement");

WHEREAS, the corporate name of Buyer was changed from COMCAST QMERGER, INC. to QVC PROGRAMMING HOLDINGS, INC. on August 5, 1994;

WHEREAS, the corporate name of Old Liberty was changed from LIBERTY MEDIA CORPORATION to TCI CABLE INVESTMENTS, INC.;

WHEREAS, pursuant to the Agreement, Old Liberty has heretofore assigned its rights under the Agreement to Liberty;

WHEREAS, the parties hereto desire to amend the Agreement to provide for a new merger structure whereby Buyer, rather than MergerCo (as defined in the Agreement), shall be merged directly with and into QVC;

WHEREAS, the parties hereto also desire to amend the Agreement to provide, among other things, that (i) QVC, rather than Buyer, shall fund the "Rabbi" trust and (ii) QVC shall be authorized to draw, or permit to be drawn, cash funds from the "Rabbi" trust for the purpose of repurchasing any outstanding QVC Stock Options after completion of the Offer; and

WHEREAS, the parties hereto desire to amend the Agreement to permit QVC to lend Buyer funds in order to finance certain costs of the Transactions.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Definitions; References. Unless otherwise specifically defined herein, each term used herein which is defined in the Agreement shall have the meaning assigned to such term in the Agreement. Each reference to "hereof", "hereunder", "herein" and "hereby" and each other similar reference and each reference to "this Agreement" and each other similar reference contained in the Agreement shall from and after the date hereof refer to the Agreement as amended hereby.

SECTION 2. Amendments to the Agreement.

SECTION 2.01 Change of Merger Structure. The Agreement is hereby amended such that the Merger shall be effected by a merger of Buyer with and into QVC, after which QVC shall be the surviving corporation, and shall not be effected by a merger of MergerCo with and into QVC. Where necessary to effect the intentions set forth in the preceding sentence and the purpose stated in the fifth recital to this First Amendment to Agreement and Plan of Merger (the "Amendment"), (i) references in the Agreement to MergerCo are hereby deemed to refer to Buyer, and (ii) all other appropriate changes are hereby deemed to be made to the Agreement. Except as explicitly provided in this Section 2.01, no other changes are deemed made to the structure of the Merger set forth in the Agreement.

SECTION 2.02 Acknowledgement of Assignment. The parties hereto hereby acknowledge the assignment by Old Liberty of all of its rights under the Agreement to Liberty. This acknowledgement and the referenced assignment shall not in any way affect Old Liberty's obligations under the Agreement.

SECTION 2.03 Funding of the "Rabbi" trust. Section 6.10(b) of the Agreement is hereby amended to provide that QVC, and not Buyer, shall establish and make the deposit of cash funds into the "Rabbi" trust established pursuant to such section. In addition, payments from the "Rabbi" trust will be permitted prior to the Effective Time, in accordance with Section 2.04(b) of the Agreement.

SECTION 2.04 Repurchase of QVC Stock Options. Section 2.04 of the Agreement is hereby amended as follows:

(i) The text of such section shall now become Section 2.04(a) of the Agreement; and

(ii) there shall be inserted a new Section 2.04(b), which shall

read as follows: "Notwithstanding any provision to the contrary in either Section 2.04(a) or any other Section of this Agreement, QVC is hereby permitted to accelerate unvested QVC Stock Options at any time and to offer and to repurchase, at a price equal to the difference between \$46.00 per share and the per share option exercise price, any QVC Stock Options (whether or not then exercisable) which remain outstanding after the acceptance for payment by Buyer (or a subsidiary of Buyer) of Shares pursuant to the Offer. Such repurchase may be made with cash funds drawn by QVC (or paid to the option holder) from the "Rabbi" trust referred to in Section 6.10(b) of this Agreement (or QVC may be reimbursed for such repurchase with such funds). It is hereby understood and agreed by the parties hereto that no action taken by QVC permitted by this Section 2.04(b) shall constitute a breach by QVC of any representation or covenant of QVC in this Agreement."

SECTION 2.05 QVC Loan. The Agreement is hereby amended to insert a new Section 1.13, which shall read as follows: "QVC Loan. Notwithstanding any provision to the contrary in the Agreement, QVC shall be permitted to lend, on terms and conditions agreed to between QVC and Buyer, funds to Buyer in order to finance the costs of the Transactions. It is hereby understood and agreed by the parties hereto that no action taken by QVC permitted by this Section 1.13 shall constitute a breach by QVC of any representation or covenant of QVC in this Agreement."

SECTION 3. Ratification of Agreement. The Agreement, as amended by this Amendment, is hereby ratified, confirmed and adopted in all respects.

SECTION 4. Governing Law. Except to the extent that Delaware Law may be applicable to the Merger and the rights of the stockholders of QVC, this Amendment shall be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of law.

SECTION 5. Counterparts; Effectiveness. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same instrument. This Amendment shall become effective as of the date hereof.

IN WITNESS WHEREOF, Comcast, Old Liberty, Liberty, Buyer and QVC have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

COMCAST CORPORATION

By /s/

Name:
Title:

TCI CABLE INVESTMENTS, INC.

By /s/

Name:
Title:

LIBERTY MEDIA CORPORATION

By /s/

Name:
Title:

QVC PROGRAMMING HOLDINGS, INC.

By /s/

Name:
Title:

QVC, INC.

By /s/

Name:
Title: