

**Section 1.1(b)**

**Knowledge of LMC**

John C. Malone, Chairman, Liberty Media Corporation

Gregory B. Maffei, President and Chief Executive Officer, Liberty Media Corporation

Charles Tanabe, Senior Vice President, General Counsel and Secretary, Liberty Media Corporation

Dave Flemming, Senior Vice President, Liberty Media Corporation

Chris Shean, Senior Vice President, Liberty Media Corporation

Michael Zeisser, Senior Vice President, Liberty Media Corporation

Dave Flowers, Senior Vice President, Liberty Media Corporation

Albert Rosenthaler, Senior Vice President, Liberty Media Corporation

Mark Carleton, Senior Vice President, Liberty Media Corporation

Section 5.4

Conflicts; Consents and Approvals

Section 5.4.1 *Conflicts with Organizational Documents.*

[REDACTED]

Section 5.4.2 *Conflicts with Contracts.*

[REDACTED]

Section 5.4.3 *Conflicts with Orders; Law.*

[REDACTED]

Section 5.4.4 *Approvals of Governmental Authorities.*

[REDACTED]

Section 5.5

LMC Parent Shares



**Section 5.11**

**Brokers and Finders Fees**



**Section 6.3**

**Conduct of Business by LMC**



Section 6.8

Standstill Agreements









**NEWS CORPORATION**  
1211 Avenue of the Americas  
New York, NY 10036

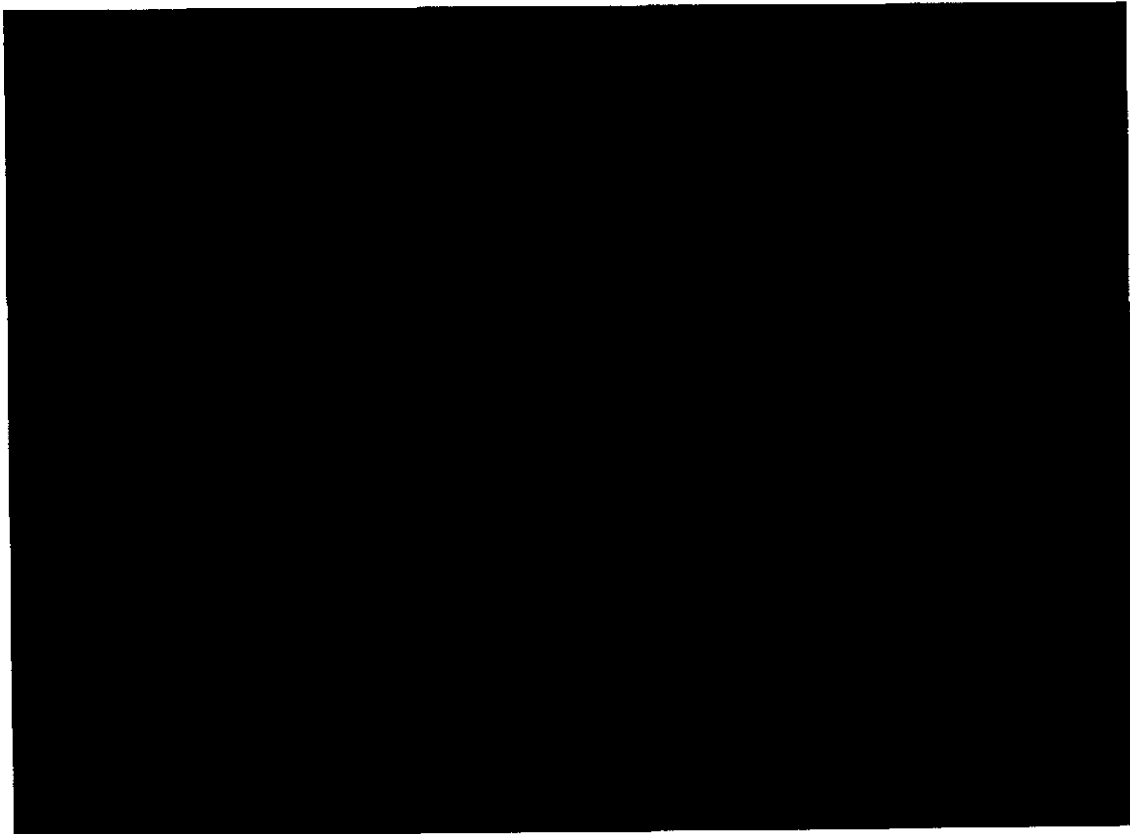
December 22, 2006

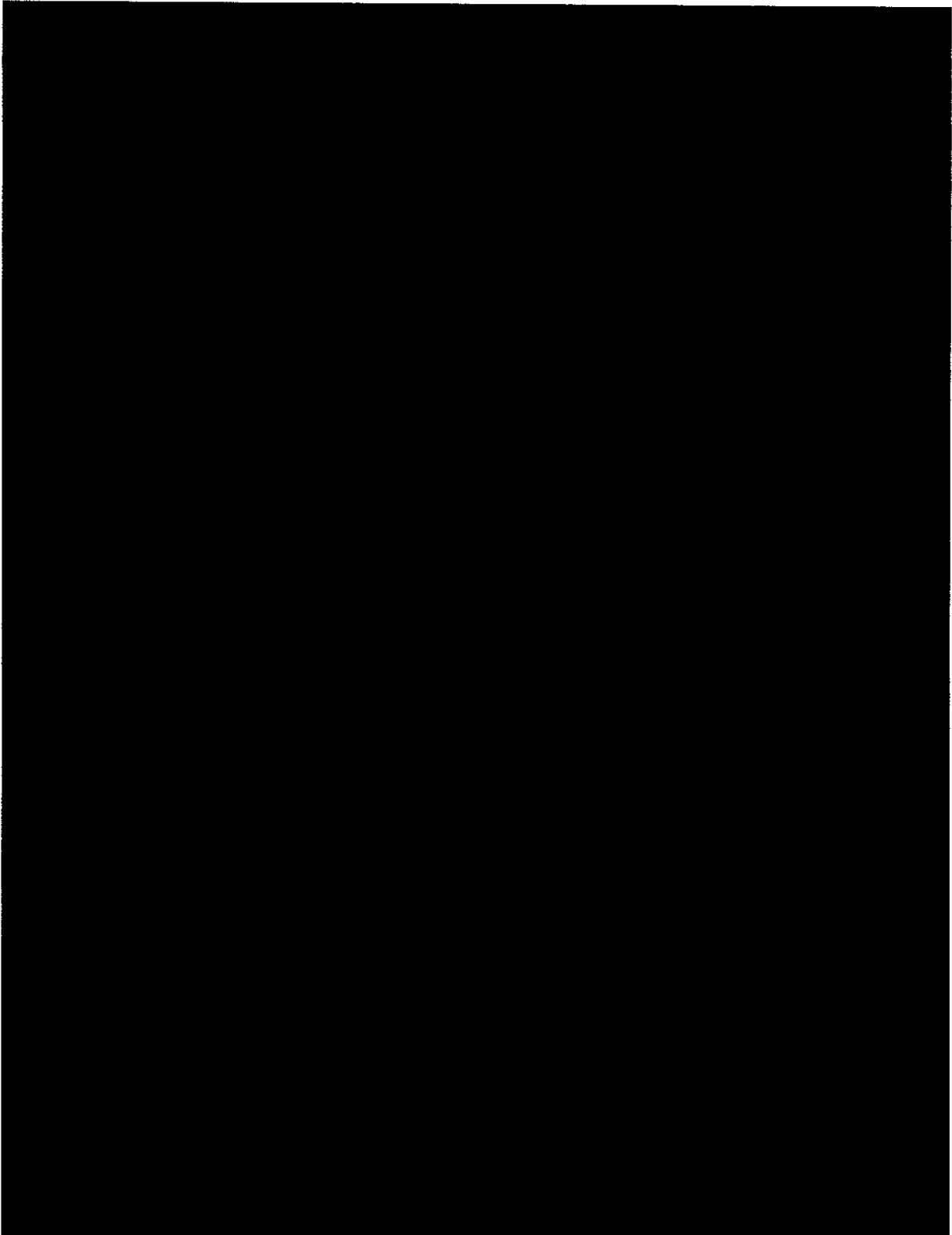
Liberty Media Corporation  
12300 Liberty Boulevard  
Englewood, Colorado 80112

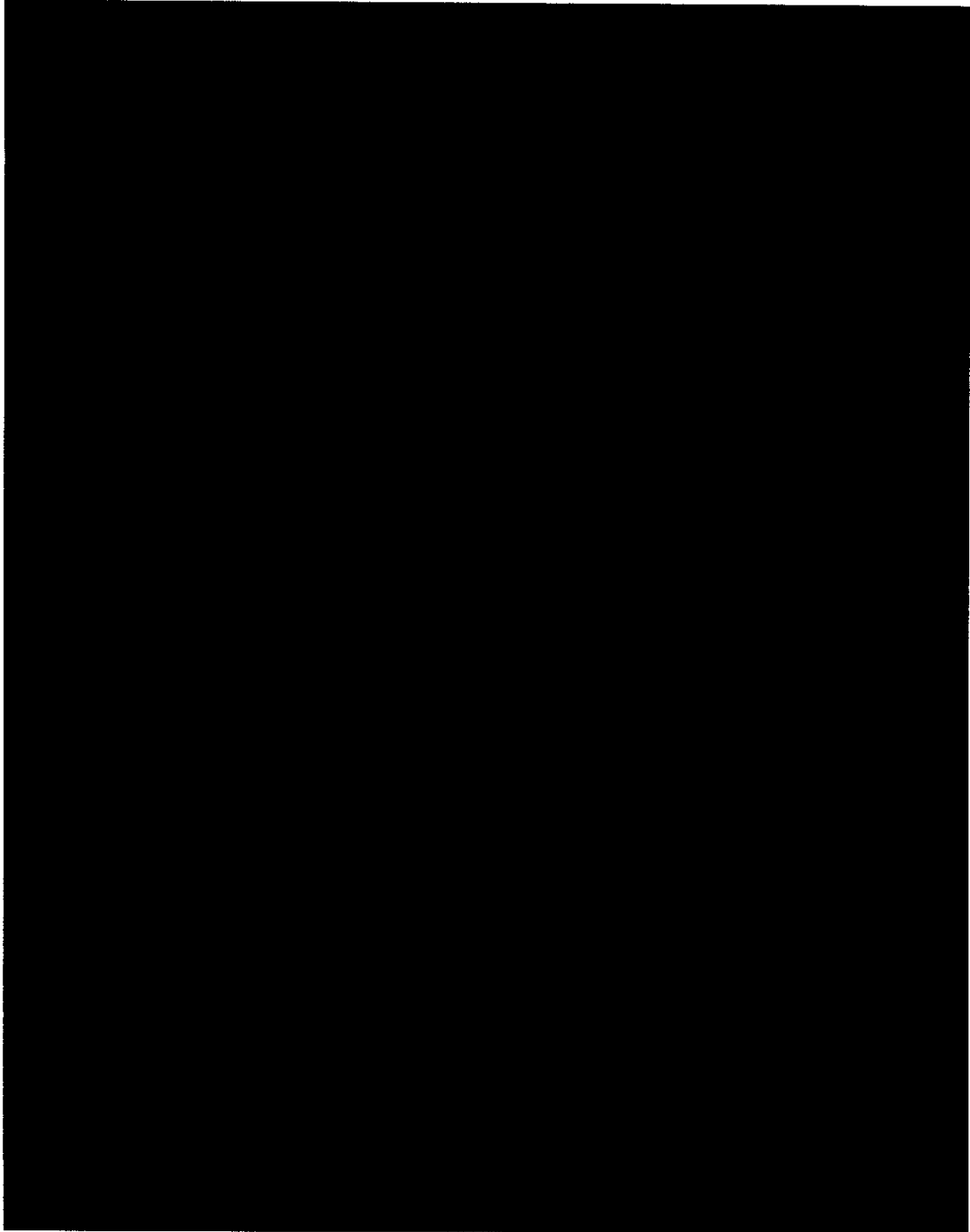
Ladies and Gentlemen:

Reference is made to that certain Share Exchange Agreement, dated as of December 22, 2006, by and between News Corporation ("Parent") and Liberty Media Corporation ("LMC"), as the same shall be amended from time to time (the "Share Exchange Agreement"). All capitalized terms used in this letter agreement (this "Agreement") but not defined herein shall have the meanings ascribed to such terms in the Share Exchange Agreement.

In consideration of the mutual covenants contained in this Agreement, and intending to be legally bound, the parties hereto agree as follows:

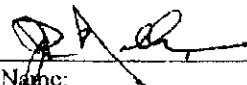






Please confirm that the foregoing is our mutual understanding by signing and returning to us an executed counterpart of this Agreement, at which time this Agreement will become valid and binding upon each of Parent and LMC.

NEWS CORPORATION

By:  \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

LIBERTY MEDIA CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

Please confirm that the foregoing is our mutual understanding by signing and returning to us an executed counterpart of this Agreement, at which time this Agreement will become valid and binding upon each of Parent and LMC.

NEWS CORPORATION

By: \_\_\_\_\_

Name:

Title:

Accepted and Agreed:

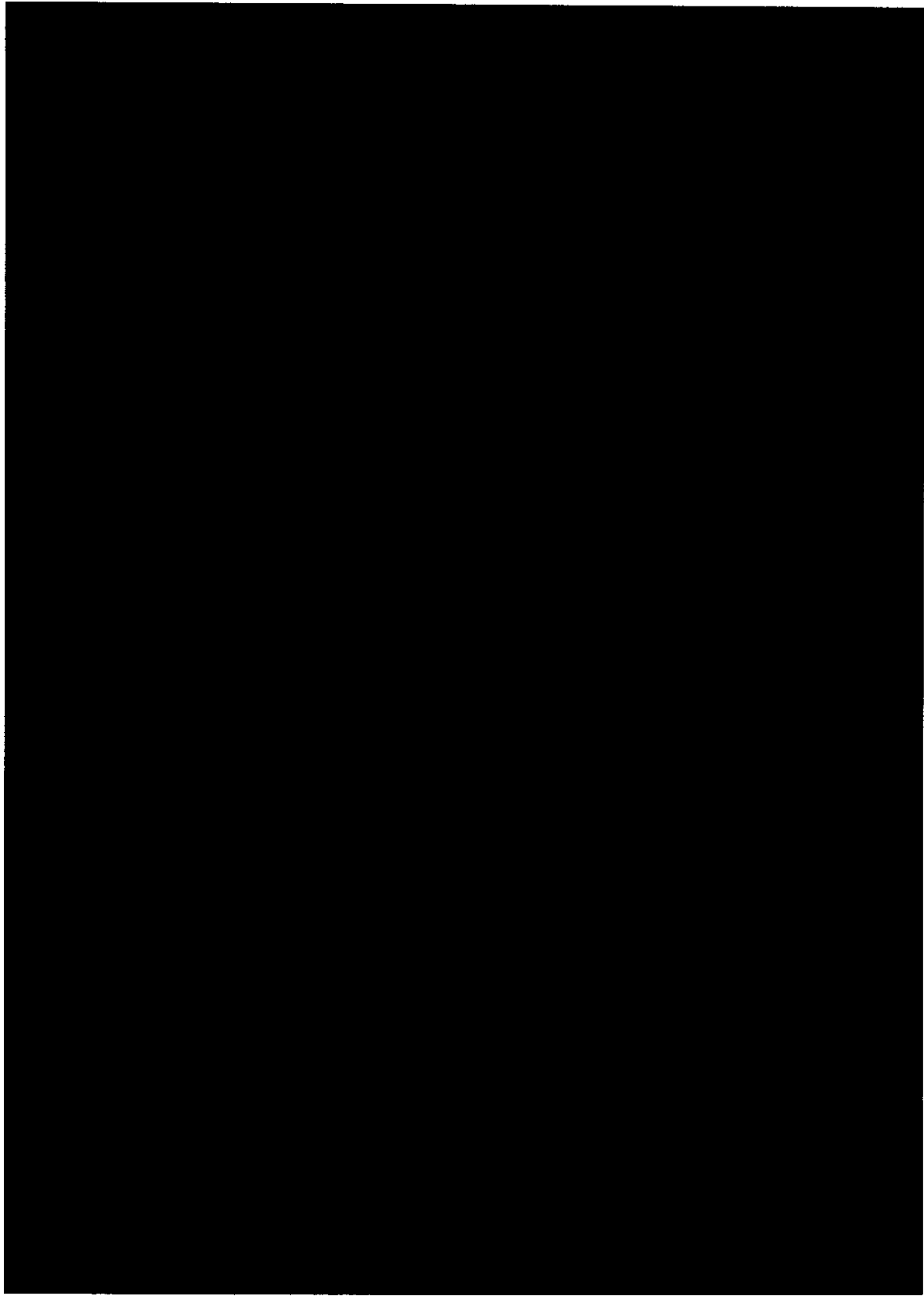
LIBERTY MEDIA CORPORATION

By: \_\_\_\_\_

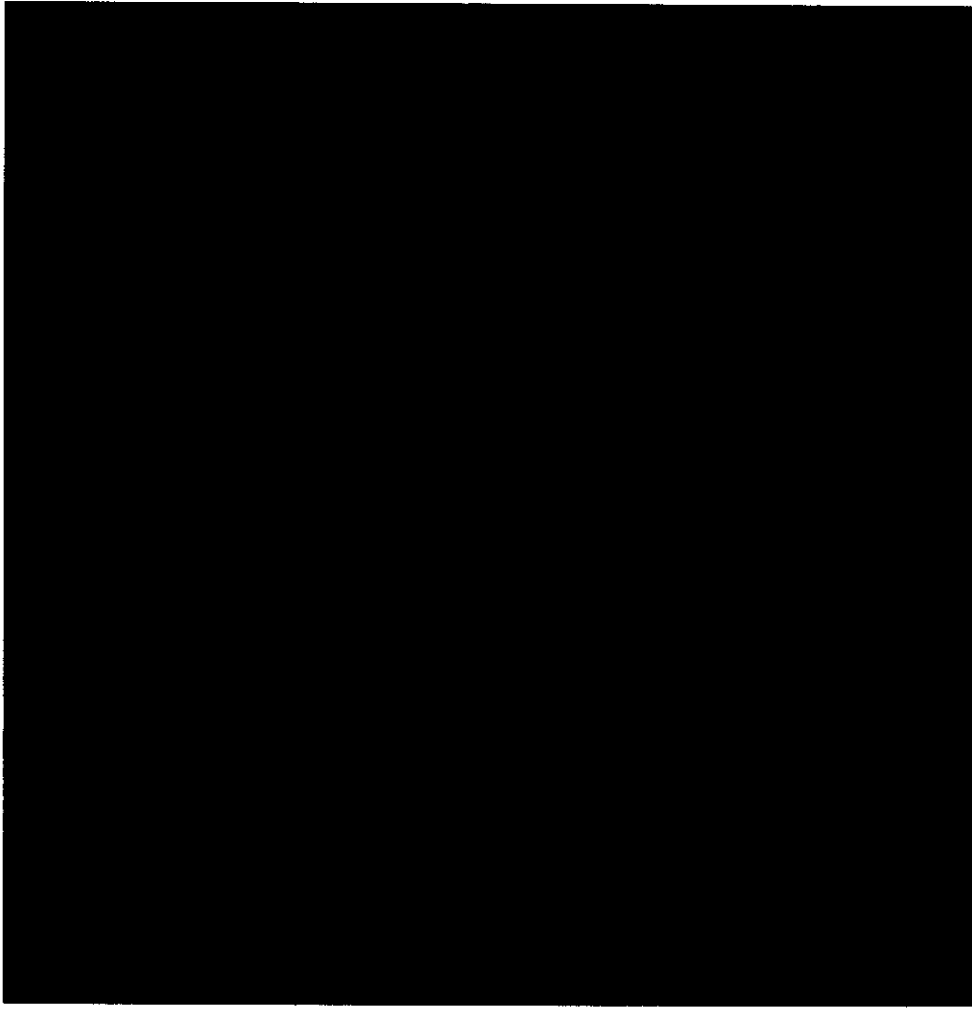
Name: Gregory B. Maffei

Title: President & CEO

SCHEDULE 1  
SEATTLE MARINERS



**SCHEDULE 2  
SEATTLE MARINERS**











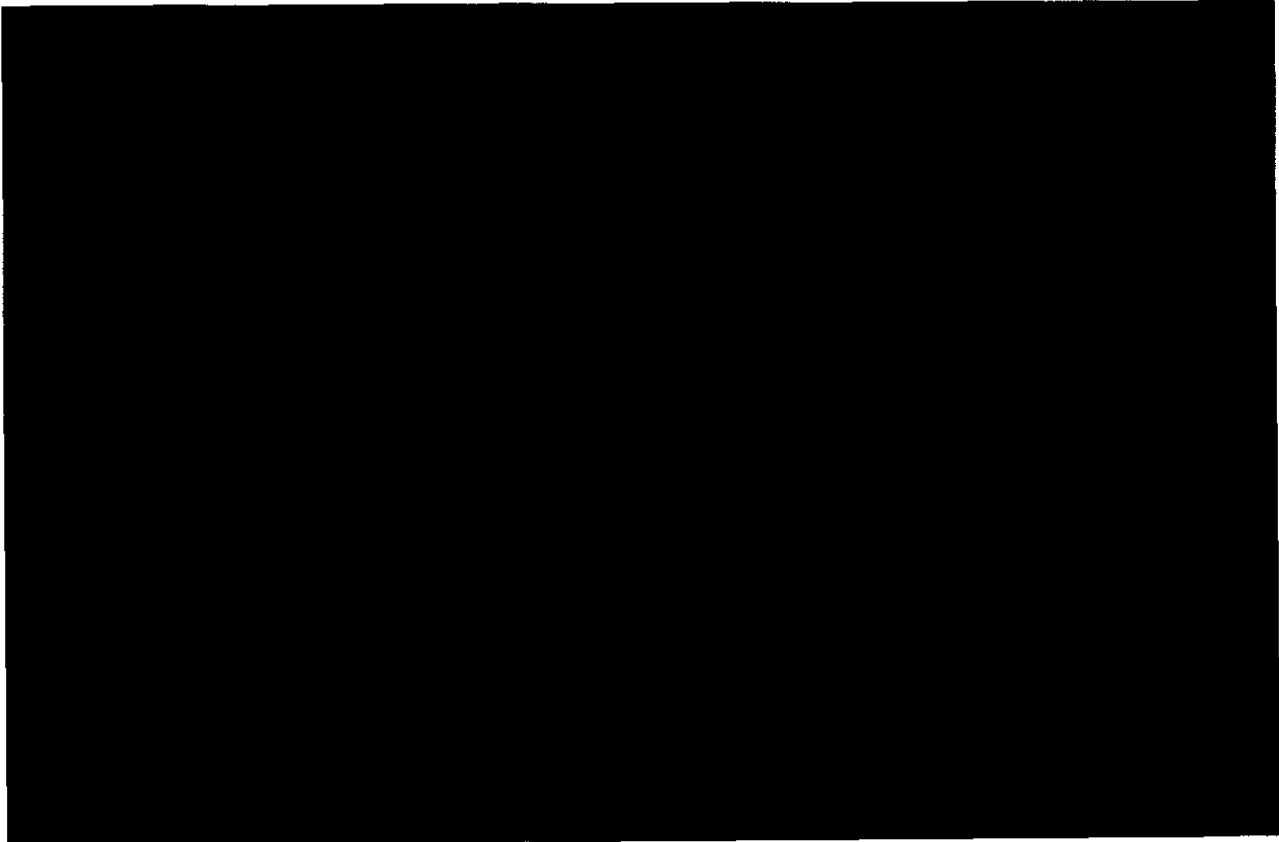
LIBERTY MEDIA CORPORATION  
12300 Liberty Boulevard  
Englewood, Colorado 80112

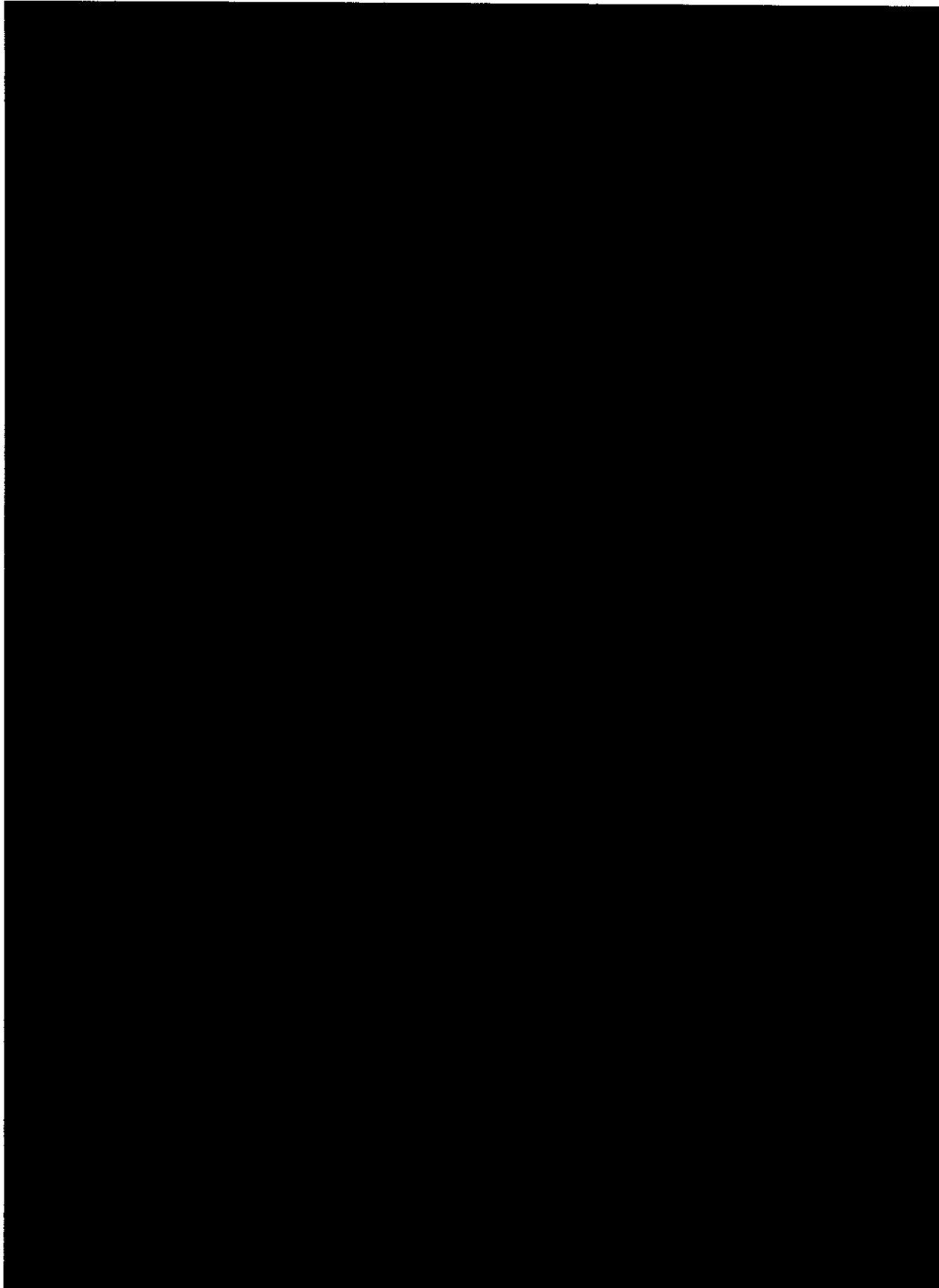
December 21, 2006

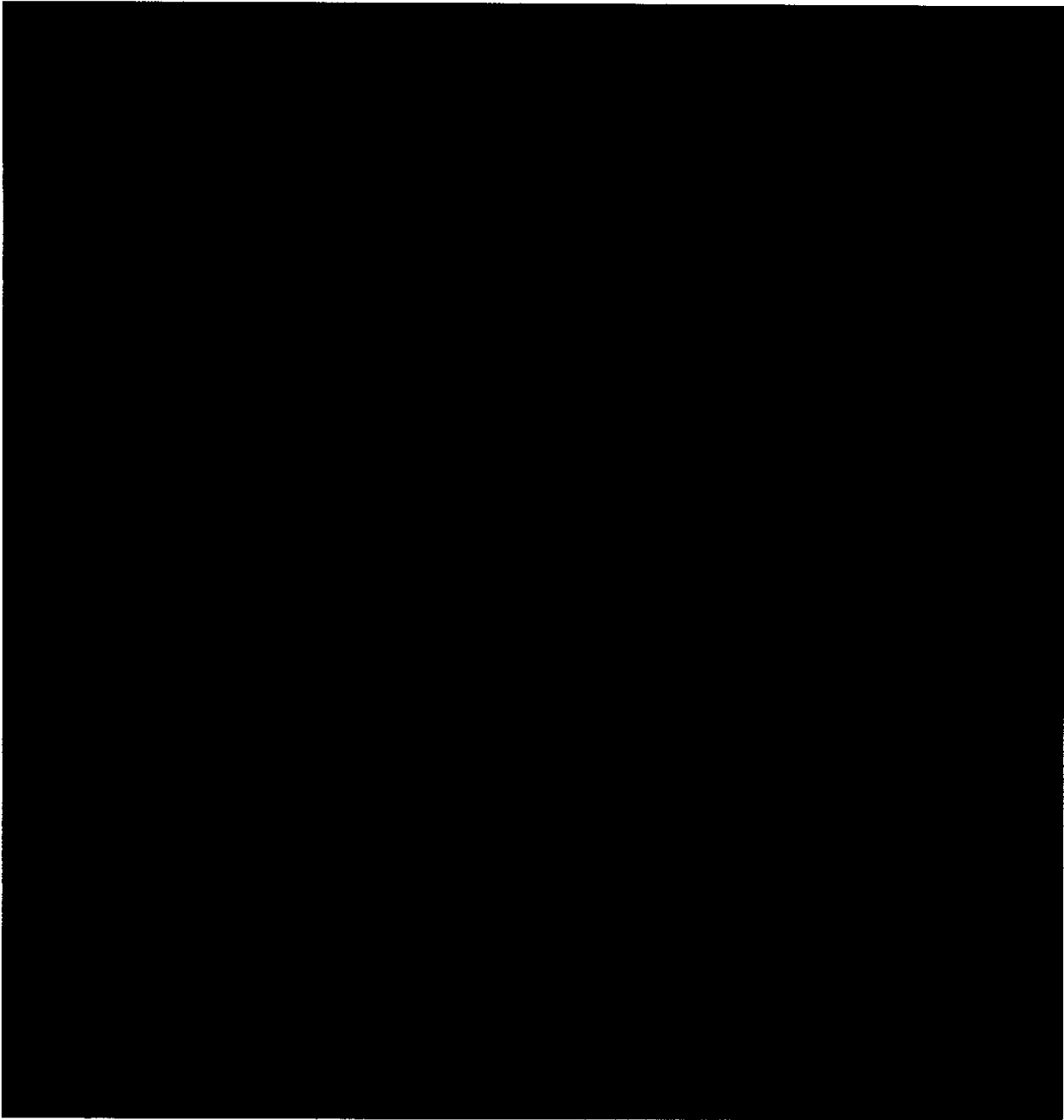
The DIRECTV Group, Inc.  
2230 East Imperial Highway  
El Segundo, California 90245

Ladies and Gentlemen:

As you are aware, Liberty Media Corporation (“Liberty” or “we”) is entering into a Share Exchange Agreement with News Corporation (“News”) on or about the date of this letter (the “Share Exchange Agreement”). Under the terms of the Share Exchange Agreement, among other things, we will acquire all of the shares of The DIRECTV Group, Inc. (“DIRECTV”) currently owned, directly or indirectly, by News (the “Transaction”).



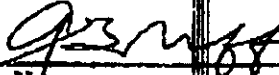




If you are in agreement with our request, please sign and return one copy of this letter as indicated below.


Very truly yours,

Liberty Media Corporation

By:   
Name:  
Title:

Agreed and accepted:  
as of the date first written above:

The DIRECTV Group, Inc.

By:   
Name: Larry D. Hunter  
Title: Corporate Secretary  
(Executive Vice President  
and General Counsel)

\*\*\* Slip Sheet \*\*\*

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