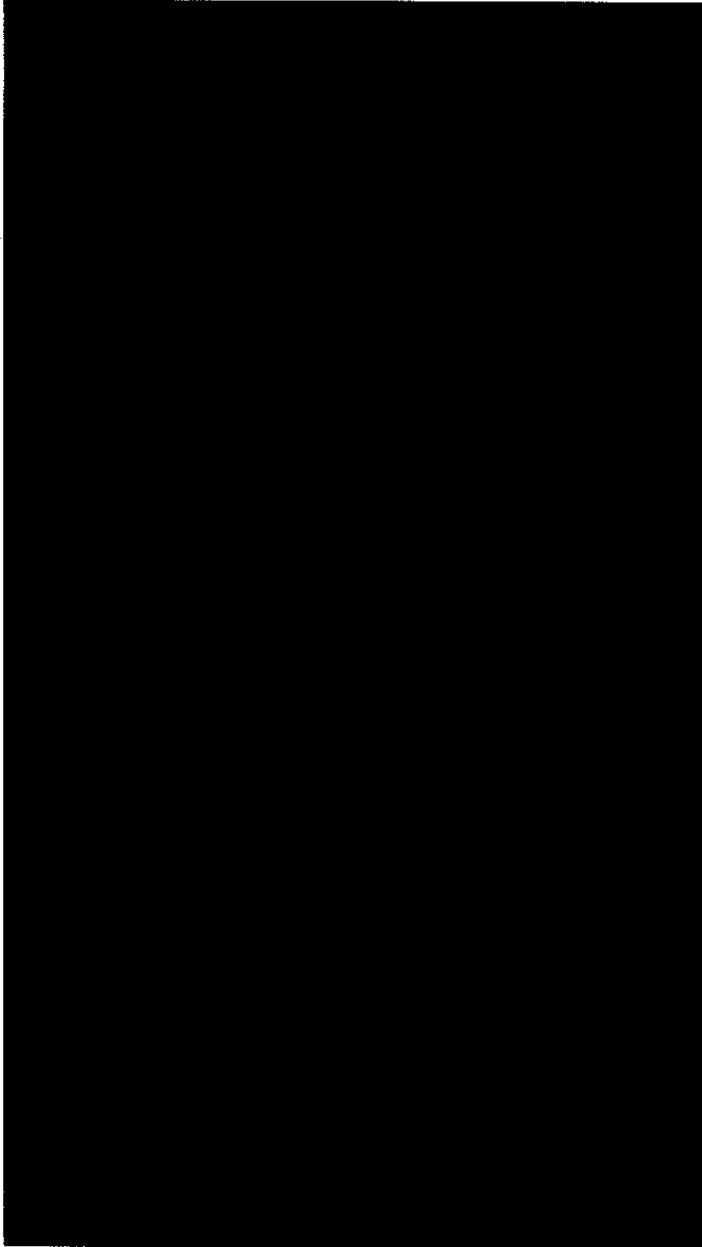
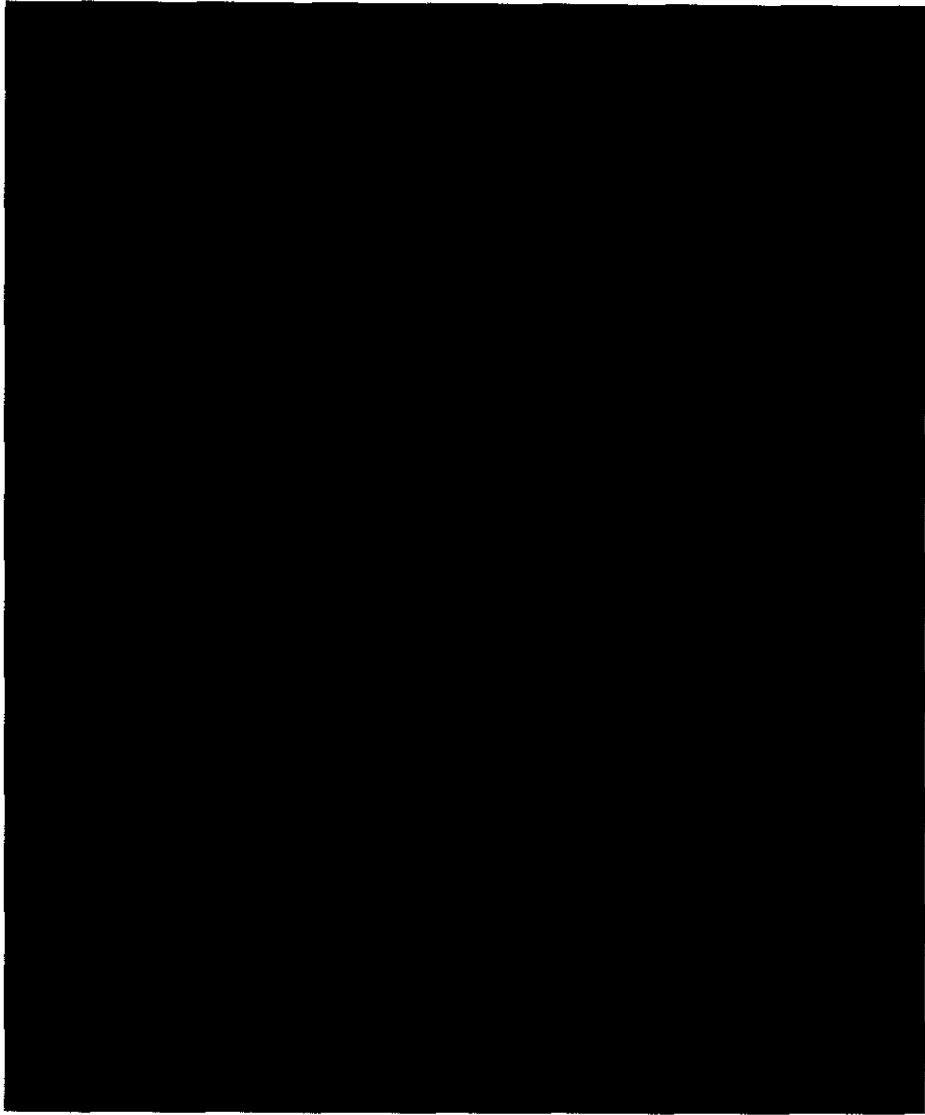
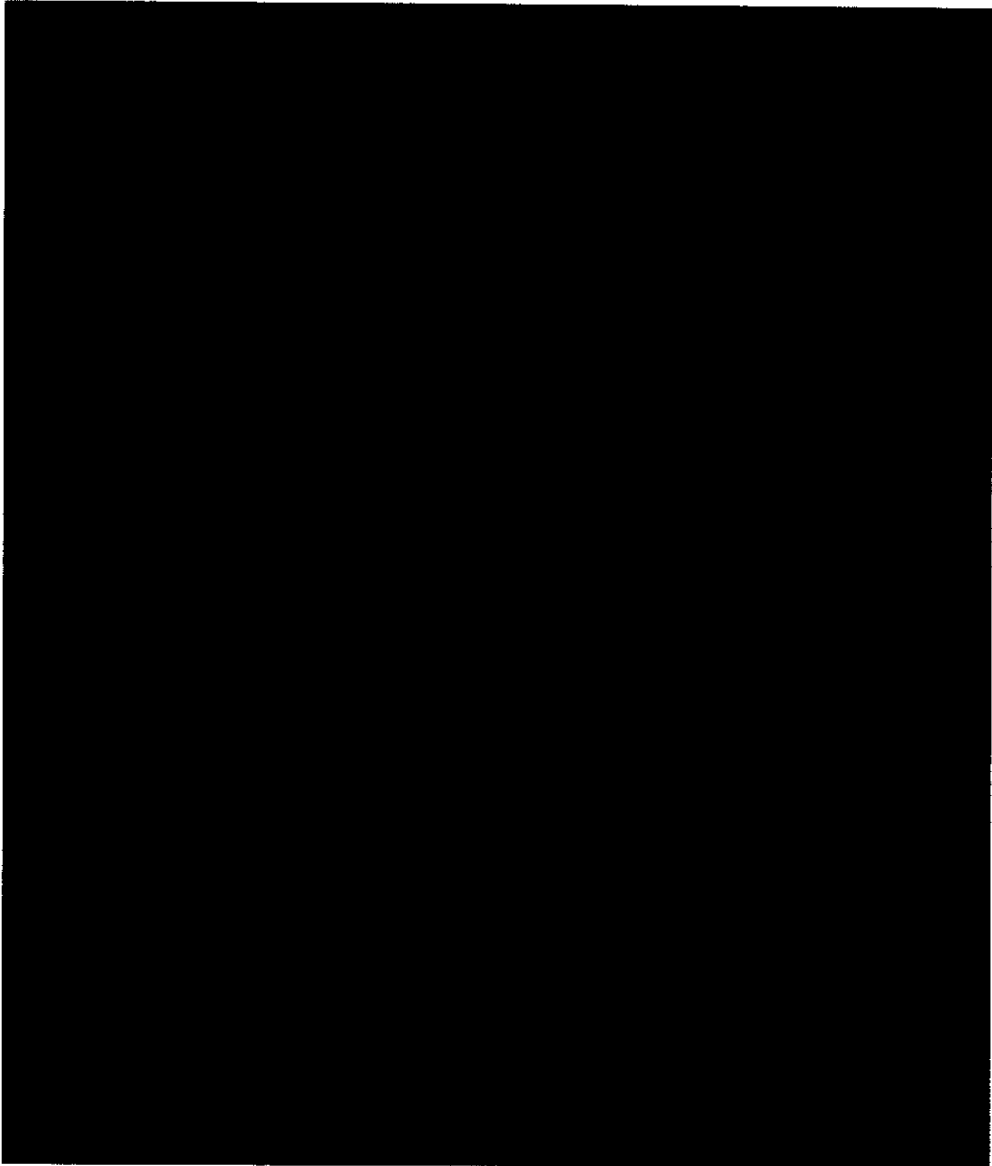


SCHEDULE A

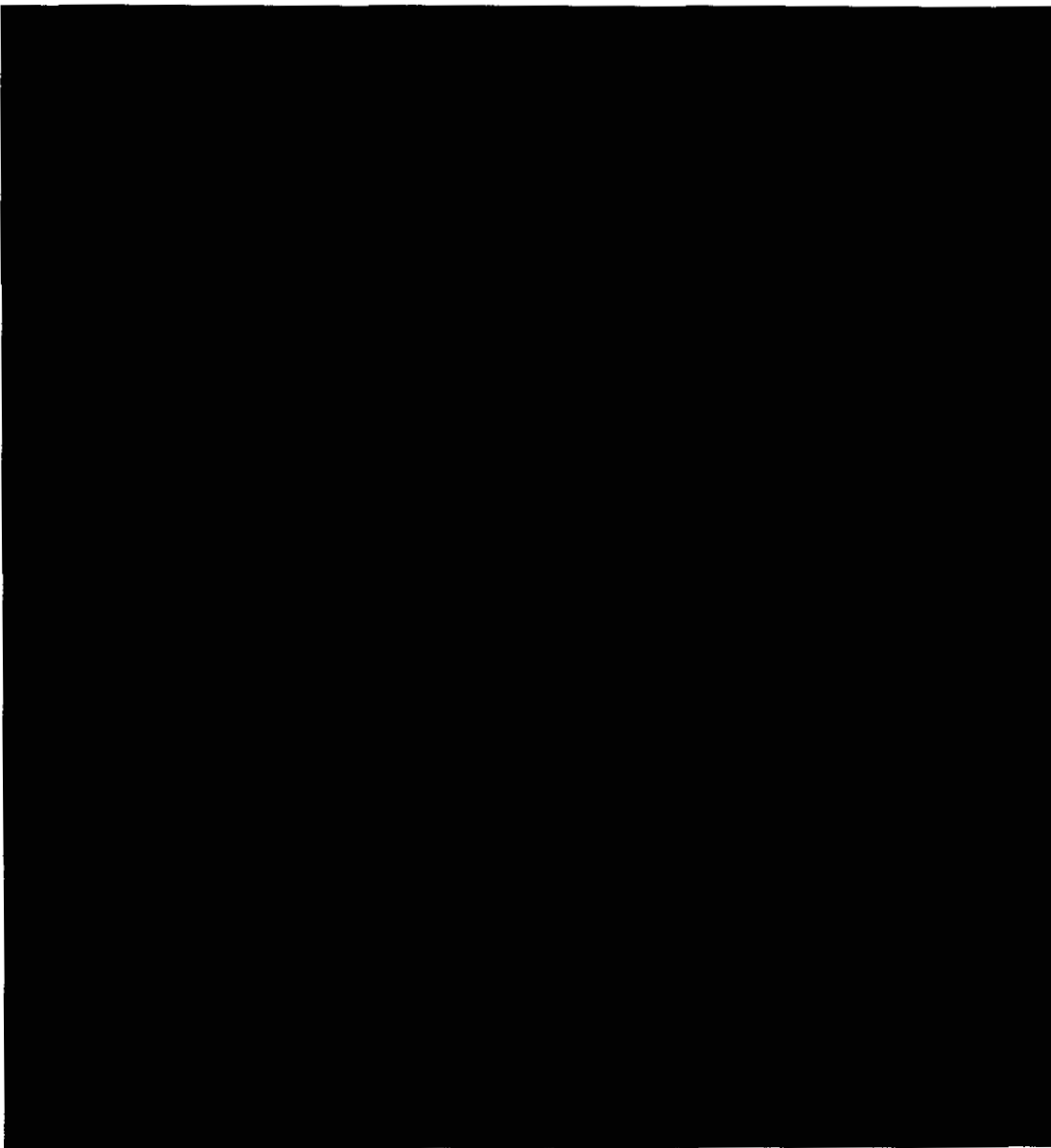


Schedule B

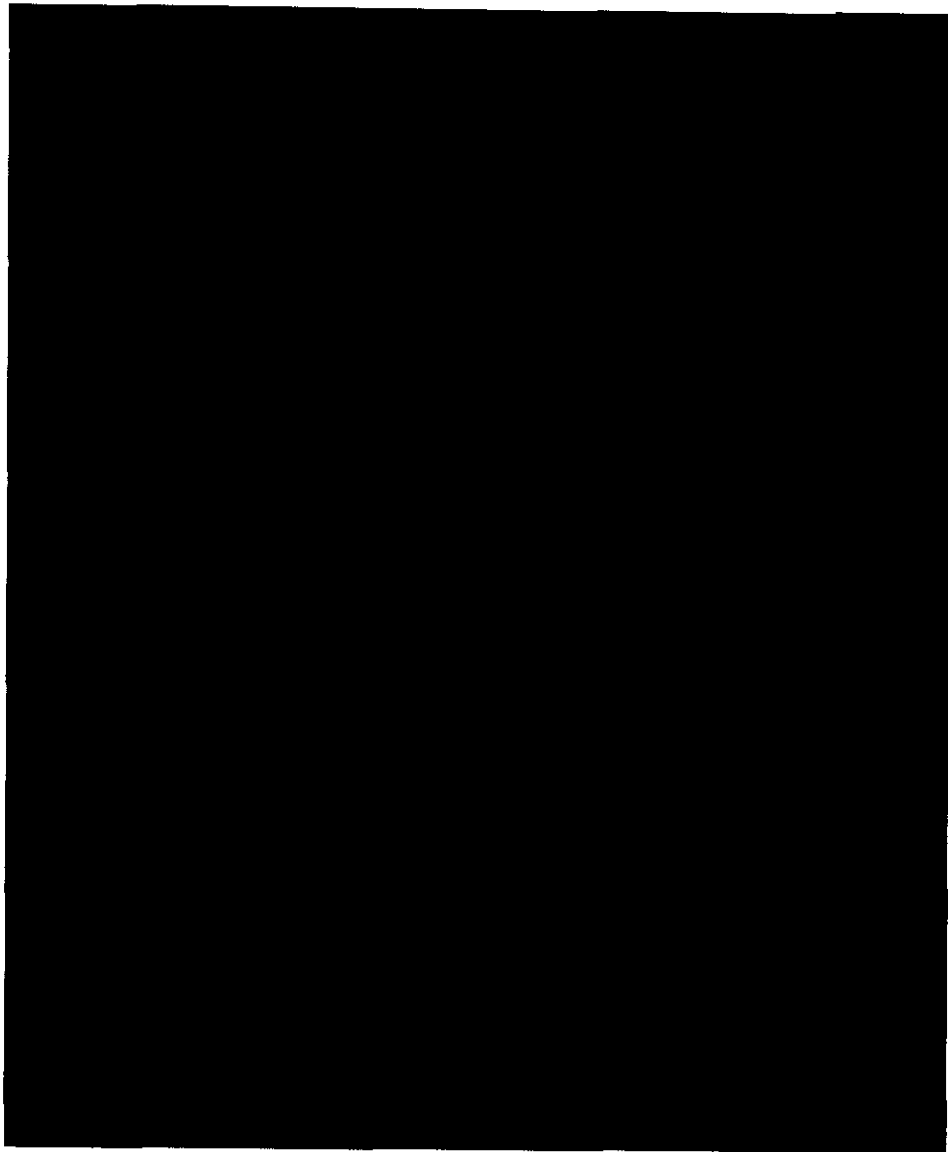




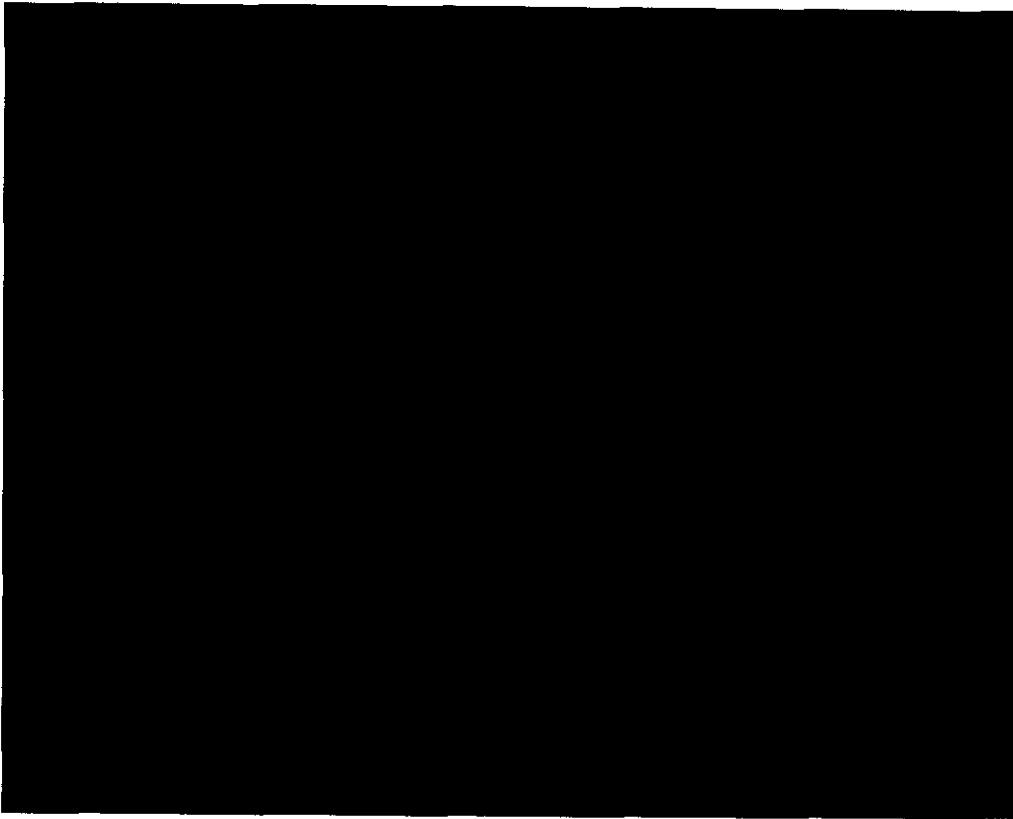
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December 22, 2006

News Corporation
1211 Avenue of the Americas
New York, NY 10036

Liberty Media Corporation
12300 Liberty Boulevard
Englewood, Colorado 80112

Reference is made to that certain Share Exchange Agreement, dated as of December 22, 2006, by and between News Corporation and Liberty Media Corporation, 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.

The undersigned hereby agree to be present, in person or by proxy, at the Parent Stockholders Meeting and, at the Parent Stockholder Meeting (or any adjournment thereof), to vote all shares of Parent Class B Stock with respect to which the undersigned have the right to vote at the Parent Stockholder Meeting in favor of the approval of the Exchange. In addition, none of the undersigned will grant any proxy to vote such shares at the Parent Stockholder Meeting.

This Agreement may not be amended or modified or any provision hereof waived except by an instrument in writing signed on behalf of each of the parties hereto.

This Agreement shall be governed by, and construed in accordance with, the internal Laws of the State of Delaware, without reference to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the Delaware Chancery Courts, or, if the Delaware Chancery Courts do not have subject matter jurisdiction, in the state courts of the State of Delaware located in Wilmington, Delaware, or in the United States District Court for any district within such state, for the purpose of any Action or judgment relating to or arising out of this Agreement or any of the transactions contemplated hereby and to the laying of venue in such court. Service of process in connection with any such Action may be served on each party hereto by the same methods as are specified for the giving of notices under this Agreement. Each party hereto irrevocably and unconditionally waives and agrees not to plead or claim any objection to the laying of venue of any such Action brought in such courts and irrevocably and unconditionally waives any claim that any such Action brought in any such court has been brought in an inconvenient forum.

This Agreement and the Share Exchange Agreement (including the Disclosure Letters, Schedules and Exhibits attached hereto or delivered in connection herewith) constitute the entire agreement among the parties hereto with respect to the matters covered hereby and thereby, and supersede all previous written, oral or implied understandings among them with respect to such matters.

If any term, provisions, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Neither rescission, set-off nor reformation of this Agreement shall be available as a remedy to any of the parties hereto. The parties hereto agree that irreparable damage would occur in the event any of the provisions of this Agreement were not to be performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof in addition to any other remedies at Law or in equity.

[SIGNATURE PAGE FOLLOWS]

PAGE 4

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This Agreement may be executed in counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one and the same instrument.

Sincerely

By: 
Name: K. Rupert Murdoch

MURDOCH FAMILY TRUST

By: Cruden Financial Services LLC, Trustee

By: _____
Name:
Title:

CRUDEN FINANCIAL SERVICES, LLC

By: _____
Name:
Title:

AGREED AND ACKNOWLEDGED:

NEWS CORPORATION

By: _____
Name:
Title:

LIBERTY MEDIA CORPORATION

By: _____
Name:
Title:

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This Agreement may be executed in counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one and the same instrument.


Sincerely,

By: _____
Name: K. Rupert Murdoch

MURDOCH FAMILY TRUST
By: Cruden Financial Services LLC, Trustee

By: 
Name: ARTHUR M. SISKIND
Title: VICE-PRES

CRUDEN FINANCIAL SERVICES LLC

By: 
Name: ARTHUR M. SISKIND
Title: VICE-PRES

AGREED AND ACKNOWLEDGED:

NEWS CORPORATION

By: _____
Name:
Title:

LIBERTY MEDIA CORPORATION

By: _____
Name:
Title:

This Agreement may be executed in counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one and the same instrument.

Sincerely,

By: _____
Name: K. Rupert Murdoch

MURDOCH FAMILY TRUST
By: Cruden Financial Services LLC, Trustee

By: _____
Name:
Title:

CRUDEN FINANCIAL SERVICES, LLC


By: _____
Name:
Title:

AGREED AND ACKNOWLEDGED:

NEWS CORPORATION

By: _____
Name:
Title:

LIBERTY MEDIA CORPORATION

By:  _____
Name: Charles Y. Tanabe
Title: Senior Vice President