

REDACTED – FOR PUBLIC INSPECTION
IN MB DOCKET NO. 07-18 before the Federal Communications Commission

March 13, 2008

Via Hand Delivery

Ms. Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

FILED/ACCEPTED

MAR 13 2008

Federal Communications Commission
Office of the Secretary

Re: Consolidated Application of News Corporation and The DIRECTV Group, Inc., Transferors, and Liberty Media Corporation, Transferee, for Authority to Transfer Control, MB Docket No. 07-18

Dear Ms. Dortch:

By Memorandum Opinion and Order released on February 26, 2008, the Commission approved the transfer of control of various Commission licenses and authorizations held by The DIRECTV Group, Inc. and its subsidiaries from News Corporation to Liberty Media Corporation. *See News Corporation and The DIRECTV Group, Inc., Transferors, and Liberty Media Corporation, Transferee, Memorandum Opinion and Order, MB Docket No. 07-18, FCC 08-66 (rel. Feb. 26, 2008) ("Order").* Pursuant to 47 C.F.R. §25.119(f), this is to notify the Commission that the transfer of control transaction was consummated on February 27, 2008. Attached as Exhibit A is a list of licenses and applications included in the transfer of control transaction.

The applicants submit the following additional information and documentation regarding the consummation of the transfer of control transaction on February 27, 2008 and related events. To facilitate consummation of the transaction, The DIRECTV Group, Inc. and News Corporation entered into a Separation Agreement on February 26, 2008. As set forth in Exhibit 1 to the Separation Agreement, one or more of the applicants entered into the following four additional agreements in connection with consummation of the transaction and Condition No. I in Appendix B to the Commission's Order: Letter Agreement among the applicants; Indemnification Agreement among the applicants; Letter Agreement among DIRECTV, Inc. and certain Fox entities; and Trademark License Agreement between DIRECTV Latin America, LLC and British Sky Broadcasting Group PLC. Attached as Exhibit B is a copy of the Separation Agreement.

No. of Copies rec'd 0
List ABCDE

Ms. Marlene H. Dortch
March 13, 2008
Page 2

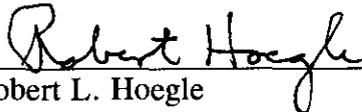
Pursuant to the Protective Orders adopted in this proceeding on May 21, 2007 and July 10, 2007, the Applicants have designated the entirety of Annex 1-A as **CONFIDENTIAL INFORMATION - SUBJECT TO PROTECTIVE ORDER IN MB DOCKET NO. 07-18** before the Federal Communications Commission and the entirety of Exhibit 1 and Annexes 1-B through 1-D as **HIGHLY CONFIDENTIAL INFORMATION - SUBJECT TO SECOND PROTECTIVE ORDER IN MB DOCKET NO. 07-18** before the Federal Communications Commission.

The applicants will make the Stamped Confidential Document and Stamped Highly Confidential Documents available for inspection in accordance with the Protective Orders at the offices of Nelson Mullins Riley & Scarborough, LLP, 101 Constitution Avenue, NW, 9th Floor, Washington, DC 20001. Please contact Thomas Bardo, Esquire ((202) 712-2817) to make arrangements for such inspection.

Finally, Liberty Media has issued a new tracking stock, Liberty Entertainment, which is intended to track and reflect the separate economic performance of the new Entertainment Group. Effective at 5 p.m. on March 3, 2008, each share of Series A Liberty Capital common stock was reclassified as one share of Series A Liberty Capital common stock and 4 shares of the new Series A Liberty Entertainment common stock, and each share of Series B Liberty Capital common stock was reclassified as one share of Series B Liberty Capital common stock and 4 shares of the new Series B Liberty Entertainment common stock. The new tracking stock began regular trading on the NASDAQ Global Select Market on March 4, 2008. A copy of the press release announcing the issuance of the new tracking stock is annexed as Exhibit C.

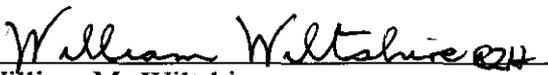
The applicants are submitting two copies of the unredacted enclosures to William Beckwith, Esquire pursuant to Section 5 of the May 21, 2007 Protective Order. Please associate this letter with the Consolidated Application in MB Docket No. 07-18. If you have any questions regarding the above information, please contact the undersigned.

Respectfully submitted,



Robert L. Hoegle
Timothy J. Fitzgibbon
NELSON MULLINS RILEY & SCARBOROUGH LLP
101 Constitution Avenue, N.W., Suite 900
Washington, D.C. 20001
202-712-2800
Counsel for Liberty Media Corporation

Ms. Marlene H. Dortch
March 13, 2008
Page 3


William M. Wiltshire
Michael Nilsson
S. Roberts Carter III
HARRIS, WILTSHIRE & GRANNIS LLP
1200 Eighteenth Street, N.W.
Washington, D.C. 20036
202-730-1300
Counsel for The DIRECTV Group, Inc.


John C. Quale
Jared S. Sher
SKADDEN ARPS SLATE MEAGHER & FLOM, LLP
1440 New York Avenue, N.W.
Washington, D.C. 20005
202-371-7200
Counsel for News Corporation

Enclosures

cc: Rosemary Harold, Rosemary.Harold@fcc.gov (w/o encls.)
Sarah Whitesell, Sarah.Whitesell@fcc.gov (w/o encls.)
Tracy Waldon, Tracy.Waldon@fcc.gov (w/o encls.)
Royce Sherlock, Royce.Sherlock@fcc.gov (w/o encls.)
Mania Baghdadi, Mania.Baghdadi@fcc.gov (w/o encls.)
William Beckwith, William.Beckwith@fcc.gov (w/o encls.)
Jim Bird, Jim.Bird@fcc.gov (w/o encls.)
Marilyn Simon, Marilyn.Simon@fcc.gov (w/o encls.)

EXHIBIT A

DIRECTV Licenses and Applications Included in Transfer of Control Transaction

A. LICENSES

Satellite Space Stations

File Number--SAT-T/C-20070129-00021
Licensee--DIRECTV Enterprises, LLC
Call Signs--S2369, S2430, S2455, S2632, S2669, S2673, S2693

File Number--SAT-T/C-20070129-00023
Licensee--DIRECTV Enterprises, LLC
Call Signs--S2132, S2133, S2191, S2640, S2641, S2689

Satellite Earth Stations

File Number--SES-T/C-20070129-00151
Licensee--DIRECTV Enterprises, LLC
Call Signs--E010129, E010130, E020172, E030105, E030117, E050112, E050113, E050121, E050122, E050229, E050230, E050255, E050286, E060014, E060187, E060188, E060236, E060298, E060299, E930191, E930299, E930304, E930485, E950349, E980285, E980338, E980340, E980473, E990159

File Number--SES-T/C-20070129-00152
Licensee--DIRECTV Enterprises, LLC
Call Sign--E050340

File Number--SES-T/C-20070129-00153
Licensee--DIRECTV Enterprises, LLC
Call Signs--E040179, E040180, E980170, E980341

File Number--SES-T/C-20070129-00154
Licensee--DIRECTV Enterprises, LLC
Call Sign--E040024

File Number--SES-T/C-20070129-00155
Licensee--California Broadcast Center, LLC
Call Sign--E010237, E020091

File Number--SES-T/C-20070129-00156
Licensee--DIRECTV Enterprises, LLC
Call Sign--E990545

Wireless Licenses

File Number--FCC File No. 0002876183
Licensee--DIRECTV Enterprises, LLC
Call Sign--WPZC401

File Number--FCC File No. 0002876452
Licensee--The DIRECTV Group, Inc.
Call Sign--WNEU909

File Number--FCC File No. 0002876636
Licensee--DIRECTV, Inc.
Call Sign--WPTZ691

B. PENDING APPLICATIONS

Space Station Applications – pending as of date of approval (2/26/08)

<u>Licensee</u>	<u>License Type</u>	<u>FCC File Number</u>	<u>Call Sign</u>	<u>Location</u>
DIRECTV Enterprises, LLC	Space Station	SAT-MOD-20071010-00137	S2133	99.115 WL
DIRECTV Enterprises, LLC	Space Station	SAT-AMD-20051118-00226	S2242	107.0 WL
DIRECTV Enterprises, LLC	Space Station	SAT-AMD-20080114-00015	S2242	107.0 WL
DIRECTV Enterprises, LLC	Space Station	SAT-LOA-19970605-00049	S2242	107.0 WL
DIRECTV Enterprises, LLC	Space Station	SAT-AMD-20051118-00225	S2243	110.9 WL
DIRECTV Enterprises, LLC	Space Station	SAT-AMD-20080114-00016	S2243	110.9 WL
DIRECTV Enterprises, LLC	Space Station	SAT-LOA-19970605-00050	S2243	110.9 WL
DIRECTV Enterprises, LLC	Space Station	SAT-AMD-20051118-00224	S2244	118.4 WL
DIRECTV Enterprises, LLC	Space Station	SAT-AMD-20080114-00017	S2244	118.4 WL
DIRECTV Enterprises, LLC	Space Station	SAT-LOA-19970605-00051	S2244	118.4 WL
DIRECTV Enterprises, LLC	Space Station	SAT-MOD-20071010-00138	S2640	99.225 WL
DIRECTV Enterprises, LLC	Space Station	SAT-AMD-20080114-00013	S2711	99.175 WL
DIRECTV Enterprises, LLC	Space Station	SAT-LOA-20060908-00099	S2711	99.175 WL
DIRECTV Enterprises, LLC	Space Station	SAT-AMD-20080114-00014	S2712	102.825 WL
DIRECTV Enterprises, LLC	Space Station	SAT-LOA-20060908-00100	S2712	102.825 WL

Earth Station Applications – pending as of date of approval (2/26/08)

<u>Licensee</u>	<u>License Type</u>	<u>FCC File Number</u>	<u>Call Sign</u>
DIRECTV Enterprises, LLC	Earth Station	SES-AMD-20080206-00128	E080025
DIRECTV Enterprises, LLC	Earth Station	SES-AMD-20080222-00186	E080025
DIRECTV Enterprises, LLC	Earth Station	SES-LIC-20080205-00113	E080025
DIRECTV Enterprises, LLC	Earth Station	SES-STA-20080211-00149	E080025

DIRECTV Enterprises, LLC	Earth Station	SES-AMD-20080206-00127	E080026
DIRECTV Enterprises, LLC	Earth Station	SES-AMD-20080222-00187	E080026
DIRECTV Enterprises, LLC	Earth Station	SES-LIC-20080205-00114	E080026
DIRECTV Enterprises, LLC	Earth Station	SES-STA-20080205-00125	E080026
DIRECTV Enterprises, LLC	Earth Station	SES-AMD-20080222-00189	E080027
DIRECTV Enterprises, LLC	Earth Station	SES-LIC-20080205-00115	E080027
DIRECTV Enterprises, LLC	Earth Station	SES-STA-20080211-00150	E080027
DIRECTV Enterprises, LLC	Earth Station	SES-AMD-20080206-00126	E080028
DIRECTV Enterprises, LLC	Earth Station	SES-AMD-20080222-00188	E080028
DIRECTV Enterprises, LLC	Earth Station	SES-LIC-20080205-00116	E080028
DIRECTV Enterprises, LLC	Earth Station	SES-STA-20080211-00151	E080028

C. GRANTED APPLICATIONS

Space Station Authorizations – granted between date of transfer of control filing (01/29/07) and approval (2/26/08):

<u>Licensee</u>	<u>License Type</u>	<u>Call Sign</u>	<u>File Number</u>	<u>Granted</u>
DIRECTV Enterprises, LLC	Space Station	S2627	SAT-STA-20070126-00019	3/8/2007
DIRECTV Enterprises, LLC	Space Station	S2630	SAT-STA-20070409-00060	4/16/2007
DIRECTV Enterprises, LLC	Space Station	S2132	SAT-AMD-20070111-00010	3/23/2007
DIRECTV Enterprises, LLC	Space Station	S2132	SAT-MOD-20030123-00045	3/28/2007
DIRECTV Enterprises, LLC	Space Station	S2132	SAT-MOD-20061213-00151	3/23/2007
DIRECTV Enterprises, LLC	Space Station	S2133	SAT-MOD-20030123-00046	3/28/2007
DIRECTV Enterprises, LLC	Space Station	S2191	SAT-STA-20070628-00089	7/17/2007
DIRECTV Enterprises, LLC	Space Station	S2191	SAT-STA-20070927-00134	12/13/2007
DIRECTV Enterprises, LLC	Space Station	S2191	SAT-MOD-20070626-00087	12/14/2007
DIRECTV Enterprises, LLC	Space Station	S2369	SAT-STA-20061213-00149	3/8/2007
DIRECTV Enterprises, LLC	Space Station	S2632	SAT-AMD-20070111-00009	3/23/2007
DIRECTV Enterprises, LLC	Space Station	S2632	SAT-MOD-20061213-00152	3/23/2007
DIRECTV Enterprises, LLC	Space Station	S2641	SAT-STA-20070607-00078	7/23/2007
DIRECTV Enterprises, LLC	Space Station	S2641	SAT-STA-20070816-00115	8/30/2007
DIRECTV Enterprises, LLC	Space Station	S2641	STA-STA-20071024-00146	12/17/2007
DIRECTV Enterprises, LLC	Space Station	S2641	SAT-MOD-20070626-00086	12/17/2007

Earth Station Authorizations – granted between date of transfer of control filing (01/29/07) and approval (2/26/08):

<u>Licensee</u>	<u>License Type</u>	<u>Call Sign</u>	<u>Granted</u>
DIRECTV Enterprises, LLC	Earth Station	E020172 (SES-MFS-20061213-02156)	2/22/2007
DIRECTV Enterprises, LLC	Earth Station	E040024 (SES-MFS-20061213-02157)	3/9/2007

DIRECTV Enterprises, LLC	Earth Station	E040024 (SES-AMD-20070104-00009)	3/9/2007
DIRECTV Enterprises, LLC	Earth Station	E050230 (SES-MOD- 20070911-01265)	10/23/2007
DIRECTV Enterprises, LLC	Earth Station	E050286 (SES-MOD-20070911-01266)	10/23/2007
DIRECTV Enterprises, LLC	Earth Station	E060441 (SES-MOD-20070629-00879)	8/30/2007
DIRECTV Enterprises, LLC	Earth Station	E060441 (SES-LIC-20061221-02215)	2/27/2007
DIRECTV Enterprises, LLC	Earth Station	E070002 (SES-STA-20070607-00770)	6/29/2007
DIRECTV Enterprises, LLC	Earth Station	E070002 (SES-STA-20070607-00772)	6/29/2007
DIRECTV Enterprises, LLC	Earth Station	E070002 (SES-LIC-20070104-00010)	3/13/2007
DIRECTV Enterprises, LLC	Earth Station	E070002 (SES-MOD-20070629-00877)	9/4/2007
DIRECTV Enterprises, LLC	Earth Station	E070023 (SES-STA-20070209-00217)	2/13/2007
DIRECTV Enterprises, LLC	Earth Station	E070023 (SES-LIC-20070202-00182)	3/21/2007
DIRECTV Enterprises, LLC	Earth Station	E070027 (SES-STA-20070607-00771)	6/29/2007
DIRECTV Enterprises, LLC	Earth Station	E070027 (SES-STA-20070607-00773)	6/29/2007
DIRECTV Enterprises, LLC	Earth Station	E070027 (SES-LIC-20070205-00188)	3/13/2007
DIRECTV Enterprises, LLC	Earth Station	E070027 (SES-MOD-20070629-00878)	9/4/2007
DIRECTV Enterprises, LLC	Earth Station	E070073 (SES-STA-20070424-00505)	5/11/2007
DIRECTV Enterprises, LLC	Earth Station	E070073 (SES-LIC-20070424-00504)	6/19/2007
DIRECTV Enterprises, LLC	Earth Station	E070074 (SES-LIC-20070424-00506)	6/19/2007
DIRECTV Enterprises, LLC	Earth Station	E070111 (SES-LIC-20070719-00967)	9/11/2007
DIRECTV Enterprises, LLC	Earth Station	E070122 (SES-STA-20070625-00861)	7/31/2007
DIRECTV Enterprises, LLC	Earth Station	E070122 (SES-LIC-20070625-00859)	8/31/2007
DIRECTV Enterprises, LLC	Earth Station	E070123 (SES-STA-20070625-00862)	7/31/2007
DIRECTV Enterprises, LLC	Earth Station	E070123 (SES-LIC-20070625-00860)	8/31/2007
DIRECTV Enterprises, LLC	Earth Station	E930191 (SES-STA-20070312-00343)	3/13/2007
DIRECTV Enterprises, LLC	Earth Station	E930191 (SES-MOD-20070312-00346)	4/18/2007
DIRECTV Enterprises, LLC	Earth Station	E930191 (SES-MFS-20061213-02158)	2/28/2007
DIRECTV Enterprises, LLC	Earth Station	E930304 (SES-STA-20070308-00316)	3/12/2007
DIRECTV Enterprises, LLC	Earth Station	E930304 (SES-STA-20070330-00426)	4/17/2007
DIRECTV Enterprises, LLC	Earth Station	E930304 (SES-STA-20070424-00509)	4/25/2007
DIRECTV Enterprises, LLC	Earth Station	E930304 (SES-STA-20061213-02162)	3/9/2007

EXHIBIT B

EXECUTION COPY

SEPARATION AGREEMENT

This SEPARATION AGREEMENT (this "Agreement"), dated as of February 26, 2008, is hereby entered into between The DIRECTV Group, Inc., a Delaware corporation ("DIRECTV" or "the Company"), and News Corporation, a Delaware corporation ("News").

WHEREAS, News has entered into a Share Exchange Agreement with Liberty Media Corporation ("Liberty"), dated as of December 22, 2006 ("Exchange Agreement"), pursuant to which Liberty has agreed, among other things, to acquire indirectly all of the shares of common stock, par value \$.01 per share, of DIRECTV owned indirectly by News, together with all equity interests of News in each RSN Subsidiary and the Cash Amount, in exchange for shares of capital stock of News beneficially owned by Liberty;

WHEREAS, for purposes of this Agreement, capitalized terms not otherwise defined herein shall have the meanings given such terms in the Exchange Agreement;

WHEREAS, DIRECTV has been requested or required to take certain actions in connection with the Transactions, including making various filings and cooperating with various Governmental Authorities; and, in accordance with Section 10.2 of the Exchange Agreement, News has agreed to pay, or reimburse DIRECTV for, certain fees, costs and expenses incurred by DIRECTV in connection with such actions;

WHEREAS, unanticipated objections have been asserted with respect to the Transactions under certain Antitrust Laws or Communications Regulations and the parties have been advised that the FCC Consent will include, as a condition, that certain actions will be taken within one year from the effective date of the FCC Consent, with respect to the direct-to-home satellite operations of a Subsidiary of DIRECTV in Puerto Rico, or with respect to the cable operations in Puerto Rico of a Subsidiary of Liberty Global, Inc. ("LGI"), a former Subsidiary of Liberty, or with respect to the ownership of either of the foregoing (the "FCC Puerto Rico Condition");

WHEREAS, neither News nor Liberty may be able to satisfy the FCC Puerto Rico Condition in accordance with its terms, and DIRECTV has been requested by News and Liberty to commit or agree to satisfy such FCC Puerto Rico Condition within the time period specified in such FCC Puerto Rico Condition (the "DIRECTV Undertakings") in accordance with the Undertakings Agreement (as defined below), in order to enable News and Liberty to consummate the Transactions;

WHEREAS, the Board of Directors of DIRECTV (the "Board") has established a special committee of the Board comprised solely of independent directors (the "Special Committee") to consider any actions to be taken by DIRECTV in connection with the Transactions;

WHEREAS, the Special Committee has determined that DIRECTV would be willing to authorize the DIRECTV Undertakings in consideration of the arrangements and agreements provided for herein, and in consideration of the arrangements and agreements concurrently negotiated with Liberty, as set forth in the Undertaking Agreement dated as of the date hereof between DIRECTV, News and Liberty (the "Undertakings Agreement") attached as Annex 1-A, in light of the pending separation of News and the Company upon the consummation of the Transactions; and

WHEREAS, News has determined that, in consideration of the Company's willingness to provide the DIRECTV Undertakings and in light of the pending separation of News and the Company upon the consummation of the Transactions, it is appropriate for News and the Company to agree upon the arrangements and agreements addressed herein.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereby agrees as follows:

1. Expense Reimbursement.

1.1 Regardless of whether the Transactions are consummated, News hereby agrees that it shall reimburse DIRECTV (i) for certain fees, costs and expenses incurred by DIRECTV in accordance with Section 10.2 of the Exchange Agreement (including without limitation Liberty's due diligence review of DIRECTV and DIRECTV's subsidiaries or DIRECTV's actions taken in anticipation of the consummation of the Transactions, including without limitation the reasonable fees and expenses of the outside advisers, accountants and legal counsel of DIRECTV and of the Special Committee and any filing fees paid by DIRECTV to any Governmental Authority and other reasonable and reasonably documented out-of-pocket fees, costs and expenses paid or incurred by DIRECTV or its Affiliates (which term, for purposes of this Agreement, shall exclude LMC or any Affiliate of LMC) in connection with the review of the Transactions by any Governmental Entity) and (ii) for reasonable and reasonably documented out-of-pocket fees, costs and expenses incurred by DIRECTV in connection with the negotiation of this Agreement, the Undertakings Agreement or any ancillary documents related to entering into those agreements.

1.2 News shall provide DIRECTV with at least three (3) Business Days' prior written notice of the anticipated Closing Date. No later than two (2) Business Day prior to the anticipated Closing Date, DIRECTV shall, in good faith, prepare and deliver to News a certificate (the "Closing Fee Certificate"), signed by an officer of DIRECTV setting forth a list of the fees, costs and expenses incurred by and billed to DIRECTV prior to such date to be reimbursed by News in accordance with this Section 1, together with reasonable supporting documentation. In the event that News objects to the amounts set forth on the Closing Fee Certificate, DIRECTV, News and their respective representatives shall promptly resolve such objection prior to the Closing in a mutually agreeable manner. Immediately prior to the

consummation of the Exchange, News shall pay, in full satisfaction of its obligations under this Section 1 to reimburse fees, costs and expenses incurred by and billed to DIRECTV prior to the date of the Closing Fee Certificate, by wire transfer of immediately available funds, the amount set forth on the Closing Fee Certificate (as adjusted prior to Closing by mutual agreement of DIRECTV and News, if applicable) to an account designated by DIRECTV to News no later than two (2) Business Days prior to the anticipated Closing Date. Notwithstanding the foregoing, in the event that the Exchange Agreement shall have been terminated in accordance with its terms, upon such termination this Section 1.2 shall be of no further force and effect and Section 1.3 shall govern the obligations of News to make the payments provided for in Section 1.1.

1.3 In the event that the Exchange Agreement shall have been terminated in accordance with its terms, News shall promptly notify DIRECTV of such termination. Promptly following receipt of such notice, DIRECTV will in good faith, prepare and deliver to News a certificate (the "Termination Event Fee Certificate"), signed by an officer of DIRECTV setting forth a list of the fees, costs and expenses incurred by DIRECTV through the date of such Termination Event Fee Certificate to be reimbursed by News in accordance with this Section 1, together with reasonable supporting documentation. In the event that News objects to the amounts set forth on the Termination Event Fee Certificate, DIRECTV, News and their respective representatives shall promptly resolve such objection in a mutually agreeable manner. Within two (2) Business Days following receipt of the Termination Event Fee Certificate, or, if News shall object to the amounts set forth on the Termination Event Fee Certificate, resolution of News' objection, News shall pay, in full satisfaction of its obligations under this Section 1 to reimburse fees, costs and expenses incurred by DIRECTV through the date of the Termination Event Fee Certificate, by wire transfer of immediately available funds, the amount set forth on the Termination Event Fee Certificate (as adjusted by mutual agreement of DIRECTV and News, if applicable) to an account designated by DIRECTV to News in the Termination Event Fee Certificate.

1.4 Following Closing, DIRECTV shall, in good faith, from time to time, prepare and deliver to News certificates (each, a "Post-Closing Fee Certificate"), signed by an officer of DIRECTV setting forth a list of the fees, costs and expenses incurred by DIRECTV prior to the Closing but not previously included in the submission of the Closing Fee Certificate to be reimbursed by News in accordance with this Section 1, together with reasonable supporting documentation. In the event that News objects to the amounts set forth on the Post-Closing Fee Certificate, DIRECTV, News and their respective representatives shall promptly resolve such objection in a mutually agreeable manner. Within two (2) Business Days following receipt of the applicable Post-Closing Fee Certificate, or, if News shall object to the amounts set forth on the Post-Closing Fee Certificate, resolution of News' objection, News shall pay, in full satisfaction of its obligations under this Section 1 to reimburse fees, costs and expenses incurred by DIRECTV prior to Closing but not previously included in the submission of the Closing Fee Certificate, by wire transfer of immediately available funds, the amount set forth on such Post-Closing Fee Certificate (as adjusted by mutual agreement of DIRECTV and News, if applicable) to an account designated by DIRECTV to News in such Post-Closing Fee Certificate. Notwithstanding the foregoing, in the event that the Exchange Agreement shall have been

terminated in accordance with its terms, upon such termination this Section 1.4 shall be of no further force and effect.

2. Actions at Closing.

2.1 Immediately prior to the consummation of the Exchange, News and DIRECTV shall enter into the agreements, and take the actions, provided for in Exhibit 1.

2.2 Immediately prior to the consummation of the Exchange, (a) News shall contribute to Splitco, in addition to any amounts to be contributed under the Exchange Agreement, the sum of \$67,500,000 by wire transfer of immediately available funds and (b) Splitco shall contribute to DIRECTV the sum of \$160 million (the "Capital Contribution") by wire transfer of immediately available funds.

2.3 The payment made under Section 2.2 shall, for all Tax purposes, except as required by Law, be treated by the parties hereto and their Affiliates as occurring immediately prior to the Exchange and be characterized as (a) a contribution of capital by News to Splitco for payments made pursuant to 2.2(a) in the amount of \$67,500,000 and (b) a contribution of capital by Splitco to DIRECTV in the amount of \$160 million for payment made pursuant to Section 2.2(b).

3. Assignment; Third Party Beneficiaries. Any assignment of this Agreement by a party without the prior written consent of the other party hereto shall be void. This Agreement is for the benefit of the parties hereto and their respective successors and assigns, and no other Person shall have any rights under or be deemed a third party beneficiary of this Agreement.

4. Severability. If any term, provision, covenant or restriction contained in 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 contained in 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 and agreements 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 and agreements contemplated hereby be consummated as originally contemplated to the fullest extent possible.

5. Entire Agreement; Amendments; Waiver. This Agreement (including the Exhibits and Annexes hereto) contains the entire agreement between News and DIRECTV concerning the terms of this Agreement. No modification or amendment of this Agreement or waiver of the terms and conditions hereof shall be binding upon News or DIRECTV unless

approved in writing by each of News and DIRECTV. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

6. Counterparts. This Agreement may be executed via electronic signature and in separate counterparts, each of which shall be deemed to constitute an original which is part of the same document.

7. Remedies. It is understood and agreed that monetary damages would not be a sufficient remedy for any breach of this Agreement by either of the parties or their respective representatives and that each party shall be entitled to equitable relief, including an injunction and specific performance, as a remedy for such breach. Without prejudice to the rights and remedies otherwise available to a party, including monetary damages, each party agrees that the parties shall be entitled to equitable relief by way of injunction or otherwise if a party or any of its representatives breaches or threatens to breach any of the provisions of this Agreement. Neither rescission, set-off nor reformation of this Agreement shall be available as a remedy to any of the parties hereto.

8. Governing Law. 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.

9. Jurisdiction. The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the Delaware Chancery Courts, or, if the Delaware Chancery Courts do not have subject matter jurisdiction, of the state courts of the State of Delaware located in Wilmington, Delaware, or of the United States of America located in any district within such state, with respect to any Action arising out of or relating to this Agreement and the transactions contemplated hereby, and further agree that service of any process, summons, notice or document by U.S. registered mail to the respective addresses set forth in Section 11 of this Agreement shall be effective service of process for any Action brought against the parties in any such court. The parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any Action arising out of this Agreement or the transactions contemplated hereby in the courts referenced in the preceding sentence, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

10. Waiver of Jury Trial. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY.

11. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally, by facsimile (with confirming copy sent by one of the other delivery methods specified herein), by overnight courier or sent by certified, registered or express air mail, postage prepaid, and shall be deemed given when so delivered personally, or when so received by facsimile or courier, or, if mailed, three calendar days after the date of mailing, as follows:

If to News:

News Corporation
1211 Avenue of the Americas
New York, NY 10036
Facsimile: (212) 768-9896
Attention: General Counsel

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
Facsimile: (917) 777-2000
Attention: Lou R. Kling
Howard L. Ellin

If to DIRECTV:

The DIRECTV Group, Inc.
2230 East Imperial Highway
El Segundo, CA 90245
Facsimile: (310) 964-0838
Attention: General Counsel

with a copy to:

Simpson, Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017-3954
Facsimile: (212) 455-2502
Attention: Richard Beattie
Kathryn King Sudol

or to such other address and with such other copies as any party hereto shall notify the other parties hereto (as provided above) from time to time.

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

THE DIRECTV GROUP, INC.

By: Larry D. Hunter
Name: Larry D. Hunter
Title: Executive Vice President
and General Counsel
NEWS CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

THE DIRECTV GROUP, INC.

By: _____
Name:
Title:

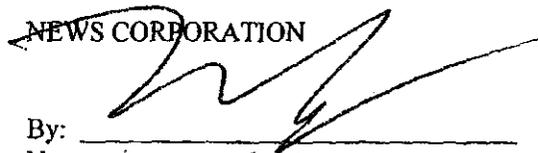
NEWS CORPORATION

By: _____
Name: *Lawrence A. Jacobs*
Title: *Senior Executive Vice President,
Group General Counsel*

Exhibit 1

REDACTED

023216-0002-10709-NY03.2649183

**HIGHLY CONFIDENTIAL INFORMATION - SUBJECT TO SECOND PROTECTIVE
ORDER IN MB DOCKET NO. 07-18 before the Federal Communications Commission**



**EXECUTION COPY
ANNEX 1-A**

**LETTER AGREEMENT
REDACTED**

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION

EXECUTION COPY

ANNEX 1-B

**INDEMNIFICATION
AGREEMENT
REDACTED**

**HIGHLY CONFIDENTIAL INFORMATION - SUBJECT TO SECOND PROTECTIVE
ORDER IN MB DOCKET NO. 07-18 before the Federal Communications Commission**

**EXECUTION COPY
ANNEX 1-C**

**LETTER AGREEMENT
REDACTED**

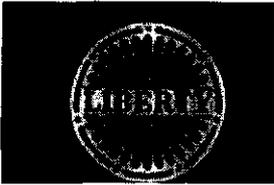
**HIGHLY CONFIDENTIAL INFORMATION - SUBJECT TO SECOND PROTECTIVE
ORDER IN MB DOCKET NO. 07-18 before the Federal Communications Commission**

TRADEMARK LICENSE AGREEMENT

REDACTED

**HIGHLY CONFIDENTIAL INFORMATION - SUBJECT TO SECOND PROTECTIVE
ORDER IN MB DOCKET NO. 07-18 before the Federal Communications Commission**

EXHIBIT C



LIBERTY MEDIA CORPORATION

Liberty Media Announces Issuance of New Tracking Stock

ENGLEWOOD, Colo., March 3 /PRNewswire-FirstCall/ -- Liberty Media Corporation (Nasdaq: LINTA/B; LCAPA/B; LMDIA/B) (Liberty) announced that the reclassification of its Liberty Capital common stock was completed at 5 pm, ET, today. At the closing, each share of Series A Liberty Capital common stock was reclassified as one share of the reclassified Series A Liberty Capital common stock and 4 shares of the new Series A Liberty Entertainment common stock, and each share of Series B Liberty Capital common stock was reclassified as one share of the reclassified Series B Liberty Capital common stock and 4 shares of the new Series B Liberty Entertainment common stock. The Liberty Entertainment common stock is intended to track and reflect the separate economic performance of the new Entertainment Group.

The Entertainment Group initially has attributed to it a portion of the businesses, assets and liabilities that had been attributed to the Capital Group, including our recently acquired 41% interest in The DirecTV Group, Inc., our subsidiaries Starz Entertainment, LLC and FUN Technologies, Inc., our equity interests in GSN, LLC and WildBlue Communications, Inc., the three regional sports networks we recently acquired from News Corporation, approximately \$1.0 billion of cash and \$551 million principal amount (as of December 31, 2007) of our publicly-traded exchangeable debt.

The reclassified Capital Group has attributed to it all of our businesses, assets and liabilities not attributed to the Interactive Group or the Entertainment Group, including our subsidiaries Starz Media, LLC, Atlanta National League Baseball Club, Inc., Leisure Arts, Inc., TruePosition, Inc. and WFRV TV Station, minority equity investments in Time Warner Inc. and Sprint Nextel Corporation, \$3,930 million principal amount (as of December 31, 2007) of our existing publicly-traded debt and \$750 million of our bank debt.

Holders of Liberty Capital common stock at the time of the closing do not need to take any action to obtain their shares of Liberty Entertainment common stock. Holders of book-entry shares of Liberty Capital common stock will have their Liberty Entertainment shares credited to their accounts promptly following the closing. Holders of certificated shares of Liberty Capital common stock will receive certificates representing their shares of Liberty Entertainment common stock shortly following the closing.

The Series A and Series B Liberty Entertainment common stock will begin trading, regular way, on the Nasdaq Global Select Market under the symbols "LMDIA" and "LMDIB," respectively, on March 4, 2008. The Series A and Series B Liberty Capital common stock will continue to trade on the Nasdaq Global Select Market under the symbols "LCAPA" and "LCAPB."

About Liberty Media Corporation

Liberty Media Corporation owns a broad range of electronic retailing, media, communications and entertainment businesses and investments. Those interests are attributed to three tracking stock groups: the Liberty Interactive group, which includes Liberty's interests in QVC, Provide Commerce, IAC/InterActiveCorp, and Expedia, and the Liberty Capital and Liberty Entertainment groups which include the interests described above. For more information, please see <http://www.libertymedia.com>.

SOURCE Liberty Media Corporation

CONTACT: John Orr of Liberty Media Corporation, +1-720-875-5622

Web site: <http://www.libertymedia.com>