
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washiṅṅā



disposition of Registrable Securities under the Transaction Shelf Registration Statement and Prospectus relating thereto until such Suspension Period is terminated. The Company agrees that it will terminate any such Suspension Period as promptly as reasonably practicable and will promptly notify each Shareholder who holds Registrable Securities of such termination. After the expiration of any Suspension Period, and without any further request from the Shareholders, the Company shall as promptly as reasonably practicable prepare a post-effective amendment or supplement to the Transaction Shelf Registration Statement or the Prospectus relating thereto, or any document incorporated therein by reference, or file any other required document so that, as thereafter delivered to purchasers of the Registrable Securities included therein, the Prospectus will not include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. During any Suspension Period, the Company may not file any other registration statement or commence any offering relating to the Company's LMG Series A Stock, LMG Series B Stock or LMG Series C Stock or any other series of the Company's LMG stock with the SEC (except with respect to registration statements on Form S-8).

Section 2.4 *Registration Procedures.* During the term of this Agreement, the Company shall:

(a) At least three (3) Business Days before filing an amendment or supplement to the Transaction Shelf Registration Statement or Prospectus or any replacement Transaction Shelf Registration Statement or Prospectus, or any related free writing prospectus, furnish to the Shareholders copies of all such documents proposed to be filed, and give reasonable consideration to the inclusion in such documents of any comments reasonably and timely made by any Shareholder and its legal counsel;

(b) (i) Prepare and file with the SEC such amendments and supplements to the Transaction Shelf Registration Statement and the Prospectus used in connection therewith and such free writing prospectuses and Exchange Act reports as may be necessary to keep the Transaction Shelf Registration Statement continuously effective subject to Section 2.3 and Section 2.5 and comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by the Transaction Shelf Registration Statement and any prospectus so supplemented to be filed pursuant to Rule 424 under the Securities Act in accordance with the Shareholder's intended method of disposition set forth in the Transaction Shelf Registration Statement for such period, (ii) provide reasonable notice to the Shareholders to the extent that the Company determines that a post-effective amendment to the Transaction Shelf Registration Statement would be appropriate and (iii) to the extent additional pay-in-kind Notes are issued that may be in lieu of cash interest on such Notes subsequent to date of this Agreement, and shares of LMG Series C Stock that may be issued in respect thereof have not already been registered on the Transaction Shelf Registration Statement, file a post-effective amendment or prospectus supplement to the Transaction Shelf Registration Statement registering such shares of LMG Series C Stock;

(c) Furnish to the Shareholders (without charge) such number of copies of the Transaction Shelf Registration Statement, each amendment and supplement thereto, the Prospectus included therein (including each preliminary prospectus) and any other prospectuses filed under Rule 424 and each free writing prospectus as such Shareholders reasonably may

request in order to facilitate the public sale or other disposition of the Registrable Securities covered by the Transaction Shelf Registration Statement;

(d) Use its commercially reasonable efforts to register or qualify the Registrable Securities covered by the Transaction Shelf Registration Statement under the securities or "blue sky" Laws of such jurisdictions as the Shareholders reasonably shall request and do any and all other acts and things which may be reasonably necessary or advisable to enable such Shareholders to consummate the disposition in such jurisdictions of the Registrable Securities Beneficially Owned by such Shareholder; provided, however, that the Company shall not for any such purpose be required to qualify generally to transact business as a foreign corporation in any jurisdiction where it is not so qualified or to consent to general service of process in any such jurisdiction;

(e) ~~From time to time~~ promptly notify each Shareholder: (i) When the Transaction Shelf Registration Statement, any pre-effective amendment, the Prospectus or any prospectus supplement related thereto, any post-effective amendment to the Transaction Shelf Registration Statement or any free writing pro-any fre

the section of such document entitled "Selling Shareholders" or "Principal and Selling Shareholders" or other variations thereof, (B) the name and address of such Shareholder, (C) any information provided by ~~rit~~ on pn pn

Section 6.4 *Definitions.* For purposes of this Agreement, the term:

“Affiliate” means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such specified Person, for so long as such Person remains so affiliated to the specified Person. For purposes of this definition, (i) “control” (including the terms control, controlled by or common control) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise, (ii) natural persons shall not be deemed to be Affiliates of each other, (iii) no

“Governmental Authority” means any supranational, national, federal, state, county, municipal, local or foreign government, or other political subdivision thereof, or any arbitral body and any entity exercising executive, legislative, judicial, regulatory, taxing, administrative, pro



INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.13.

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Liberty Media Corporation Launches Secondary Offering on Behalf of Selling Stockholders of Series C Liberty Formula One Group Common Stock

ENGLEWOOD, Colo.— (BUSINESS WIRE) — Liberty Media Corporation (“Liberty”) (Nasdaq: LSXMA, LSXMB, LSXMK, BATRA, BATRK, FWONA, FWONK) announced today the launch of an underwritten public offering on behalf of certain selling stockholders (the “Selling Stockholders”) of an aggregate of approximately 17.7 million shares of Liberty’s Series C Liberty Formula One Group common stock, par value \$0.01 per share (“FWONK”). The Selling Stockholders acquired the shares of FWONK offered in this offering (or, as applicable, the exchangeable notes for which such shares will be exchanged immediately prior to settlement and closing) in January 2017 in connection with the consummation of Liberty’s acquisition of Delta Topco Limited, the parent company of Formula 1. The shares of FWONK offered in this offering include approximately 14.5 million shares of FWONK, which are attached to this offering memorandum, and approximately 3.2 million shares of FWONK, which are attached to this offering memorandum. The shares of FWONK offered in this offering will be sold at a price of \$10.00 per share, which is the same as the price at which the shares of FWONK were sold in the offering in January 2017.

Liberty Media Corporation Prices Secondary Offering on Behalf of Selling Stockholders of Series C Liberty Formula One Common Stock

ENGLEWOOD, Colo.— (BUSINESS WIRE) — Liberty Media Corporation (“Liberty”) (Nasdaq: LSXMA, LSXMB, LSXMK, BATRA, BATRK, FWONA, FWONK) announced today the pricing of an underwritten public offering on behalf of certain selling stockholders (the “Selling Stockholders”) of 17,697,330 shares of Liberty’s Series C Liberty Formula One common stock, par value \$0.01 per share (“FWONK”), at a price to the public of \$37.40 per share. The Selling Stockholders acquired the shares of FWONK offered in this offering (or, as applicable, the exchangeable notes for which such shares will be exchanged immediately prior to settlement and closing) in January 2017 in connection with the consummation of Liberty’s acquisition of Delta Topco Limited

