

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K
CURRENT REPORT

Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (date of earliest event reported): **December 11, 2023**

LIBERTY MEDIA CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-35707
(Commission
File Number)

37-1699499
(I.R.S. Employer
Identification No.)

12300 Liberty Blvd.
Englewood, Colorado 80112
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: **(720) 875-5400**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class | Trading Symbol | Name of each exchange on which registered |
|---|----------------|---|
| Series A Liberty SiriusXM Common Stock | LSXMA | The Nasdaq Stock Market LLC |
| Series B Liberty SiriusXM Common Stock | LSXMB | The Nasdaq Stock Market LLC |
| Series C Liberty SiriusXM Common Stock | LSXMK | The Nasdaq Stock Market LLC |
| Series A Liberty Formula One Common Stock | FWONA | The Nasdaq Stock Market LLC |
| Series C Liberty Formula One Common Stock | FWONK | The Nasdaq Stock Market LLC |
| Series A Liberty Live Common Stock | LLYVA | The Nasdaq Stock Market LLC |
| Series C Liberty Live Common Stock | LLYVK | The Nasdaq Stock Market LLC |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter). Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

On December 11, 2023, Liberty Live and Liberty SiriusXM

entered into a

Reorganization Agreement

The Reorganization Agreement governs, among other things, the terms and conditions of the Split-Off. The Split-Off would be accomplished by a redemption by Liberty Media of each outstanding share of LSXMA, LSXMB and Liberty Media's Series C Liberty SiriusXM common stock, par value \$0.01 per share ("LSXMK" and, together with LSXMA and LSXMB, "Liberty SiriusXM Common Stock"), in exchange for a number of shares of New Sirius common stock, par value \$0.001 per share ("New Sirius Common Stock"), equal to the Exchange Ratio (as defined in the Reorganization Agreement and further described below) (such redemption and exchange, the "Redemption"), with cash paid in lieu of any fractional shares of New Sirius Common Stock. At the time of the Split-Off, New Sirius will hold all of the businesses, assets and liabilities attributed to the Liberty SiriusXM Group, including (1) all of Liberty Media's direct and indirect interest in SiriusXM (which currently represents approximately 84% of the outstanding shares of common stock, par value \$0.001 per share, of SiriusXM ("SiriusXM Common Stock")), (2) corporate cash, (3) Liberty Media's 3.75% Convertible Senior Notes due 2028, (4) Liberty Media's 2.75% Exchangeable Senior Debentures due 2049 and (5) a margin loan obligation (the "Margin Loan") incurred by Liberty Media's wholly owned special purpose subsidiary, which is secured by shares of SiriusXM Common Stock (collectively, the "New Sirius Assets and Liabilities").

As a result of the Split-Off, New Sirius would become an independent, publicly traded company with one class of common stock outstanding immediately following the Split-Off.

Equity Awards. In connection with the Split-Off, (i) stock options relating to Liberty SiriusXM Common Stock that are outstanding immediately prior to the Split-Off would accelerate and become fully vested and holders thereof will receive stock options relating to New Sirius Common Stock, with the number of shares underlying such stock options and the exercise prices thereof adjusted based on the Exchange Ratio, and (ii) restricted stock awards and restricted stock units relating to Liberty SiriusXM Common Stock will accelerate and become fully vested prior to the Split-Off and will be treated as outstanding shares of Liberty SiriusXM Common Stock in the Redemption. The New Sirius options will be governed by the terms of the Liberty SiriusXM Transitional Stock Adjustment Plan, which was approved in connection with the Reorganization Agreement. Additionally, the Sirius XM 2024 Long-Term Incentive Plan, which was approved in connection with the Transactions, will permit equity awards with respect to 350 million shares of New Sirius Common Stock to be granted to eligible employees and other service providers of New Sirius following the Merger.

Conditions. The closing of the Split-Off is conditioned on, among other things, the satisfaction (or, if permissible, waiver) of the conditions to the Merger in the Merger Agreement (subject to certain limited exceptions).

Exchange Ratio. Prior to the closing of the Split-Off and pursuant to the Reorganization Agreement, the Exchange Ratio will be calculated based on (i) the number of shares of SiriusXM Common Stock held by Liberty Media immediately prior to the Split-Off reduced by a net liabilities share adjustment, *divided* by (ii) the number of adjusted fully diluted shares of Liberty SiriusXM Common Stock as of the date that is seven business days prior to the date of closing of the Redemption (the "Measurement Date"):

Net liabilities share adjustment will be calculated by dividing (x) the amount of net liabilities attributed to the Liberty SiriusXM Group being assumed by New Sirius (excluding Liberty Media's 3.75% Convertible Senior Notes due 2028, but including (by way of example) Liberty Media's 2.75% Exchangeable Senior Debentures, the Margin Loan, Liberty Media's transaction expenses, certain litigation related liabilities, certain financing costs, and other corporate

Closing Conditions. The closing of the Merger is subject to certain customary conditions, including: (i) the approval of the Redemption by the holders of at least a majority of the aggregate voting power of the shares of LSXMA and shares of LSXMB, voting together as a separate class, that are present (in person or by proxy) and entitled to vote at a meeting of the holders of LSXMA and LSXMB, or any adjournment or postponement thereof, (ii) the completion of the Split-Off, (iii) any required approvals under applicable U.S. antitrust laws, (iv) any required approvals under applicable U.S. communications laws, (v) the absence of any law or order prohibiting the consummation of the Transactions, (vi) an effective registration statement on Form S-4 with respect to shares of New Sirius Common Stock to be issued in the Transaction.

The Reorganization Agreement, the Merger Agreement, the Voting Agreement and the above descriptions have been included to provide investors and security holders with information regarding the terms of the Reorganization Agreement, the Merger Agreement, the Voting Agreement, the Split-Off, the Merger and the other transactions contemplated by such agreements. It is not intended to provide any other factual information about Liberty Media, SiriusXM, New Sirius, Merger Sub or their respective subsidiaries or affiliates, or equityholders. The representations, warranties and covenants set forth in the Reorganization Agreement, the Merger Agreement and the Voting Agreement were made only for the purposes of that agreement and as of specific dates, were made solely for the benefit of the parties to the Reorganization Agreement, the Merger Agreement and the Voting Agreement (and the express third party beneficiaries described therein), as applicable, and may be subject to limitations agreed upon by the contracting parties, including being qualified by the disclosures made for the purposes of allocating contractual risk between the parties to the Reorganization Agreement, the Merger Agreement and the Voting Agreement instead of establishing these matters as facts, as well as being governed by the law of the state of Delaware and the provisions of the Reorganization Agreement, the Merger Agreement and the Voting Agreement. The representations, warranties and covenants set forth in the Reorganization Agreement, the Merger Agreement and the Voting Agreement may differ from those applicable to investors. Investors should be aware that the representations, warranties and covenants or any description thereof may not reflect the information contained in the company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors.

Participants in a Solicitation

Liberty Media anticipates that the following individuals will be participants (the "Liberty Media Participants") in the solicitation of proxies from holders of Liberty Media's LSXMA and LSXMB common stock in connection with the proposed transaction: John C. Malone, Chairman of the Liberty Board, Robert R. Bennett, Derek Chang, Brian M. Deevy, M. Ian G. Gilchrist, Evan D. Malone, Larry E. Romrell, and Andrea L. Wong, all of whom are members of the Liberty Board, Gregory B. Maffei, Liberty Media's President, Chief Executive Officer and Director, and Brian J. Wendling, Liberty Media's Chief Accounting Officer and Principal Financial Officer.

AGREEMENT AND PLAN OF MERGER

Dated as of December 11, 2023

by and among

LIBERTY MEDIA CORPORATION,
LIBERTY SIRIUS XM HOLDINGS INC.,
RADIO MERGER SUB, LLC
and
SIRIUS XM HOLDINGS INC.

| | | |
|--|--|----|
| ARTICLE I. The Merger | | 3 |
| SECTION 1.1 | The Merger | 3 |
| SECTION 1.2 | Closing | 3 |
| SECTION 1.3 | Effective Time of the Merger | 3 |
| SECTION 1.4 | Effects of the Merger | 3 |
| SECTION 1.5 | Certificate of Incorporation and Bylaws of the Surviving Corporation and SplitCo | 3 |
| SECTION 1.6 | Directors and Officers of SplitCo and Surviving Corporation | 4 |
| ARTICLE II. Effect of the Merger on the Capital Stock of the Constituent Corporations; Exchange of Certificates; Stock Options | | 5 |
| SECTION 2.1 | Effect on Capital Stock | 5 |
| SECTION 2.2 | Exchange of Certificates and Book-Entry Shares | 6 |
| SECTION 2.3 | SiriusXM Equity Awards | 9 |
| SECTION 2.4 | Actions by SplitCo | 10 |
| ARTICLE III. Representations and Warranties of Liberty | | 11 |
| SECTION 3.1 | Organization, Standing and Corporate Power | 11 |
| SECTION 3.2 | Capitalization | 12 |
| SECTION 3.3 | Authority; Noncontravention; Voting Requirements | 12 |
| SECTION 3.4 | Liberty SEC Documents | 15 |
| SECTION 3.5 | Information Supplied | 16 |
| SECTION 3.6 | Brokers and Other Advisors | 16 |
| SECTION 3.7 | Liberty Owned SiriusXM Shares | 17 |
| SECTION 3.8 | Solvency | 17 |
| SECTION 3.9 | Voting | 17 |
| SECTION 3.10 | Voting | 17 |
| SECTION 3.11 | Voting | 17 |
| SECTION 3.12 | Voting | 17 |
| SECTION 3.13 | Voting | 17 |
| SECTION 3.14 | Voting | 17 |
| SECTION 3.15 | Voting | 17 |
| SECTION 3.16 | Voting | 17 |
| SECTION 3.17 | Voting | 17 |

SECTION 1.6 Directors and Officers of SplitCo and Surviving Corporation.

(a) The parties hereto shall take all requisite action so that, from and after the Merger Effective Time, (i) the total number of directors of SplitCo shall initially be nine, and (ii) the directors of SplitCo from and after the Merger Effective Time shall be the individuals determined in accordance with this Section 1.6(a), each to hold office in accordance with the SplitCo Public Charter Documents (as amended from time to time) until each such director's successor is duly elected and qualified, or until their earlier death, resignation or removal. The parties hereto shall take all requisite action so that, at the Merger Effective Time and until the third annual meeting of stockholders of SplitCo held after the Merger Effective Time, pursuant to the SplitCo A&R Charter, the board of directors of SplitCo shall be classified and divided into three classes, designated Class I, Class II and Class III, with each class initially consisting of three directors. Liberty has designated one individual set forth on Section 1.6(a)(i) of the Liberty Disclosure Schedule and shall, in consultation with Sirius XM's management, designate an additional four individuals (who shall comply with the requirements set forth in Section 1.6(a)(ii) of the Liberty Disclosure Schedule) to initially serve as directors on the board of directors of SplitCo from and after the Merger Effective Time (the "Liberty Designees"), and Sirius XM shall include the Liberty Designees in its initial list of directors.

prior to the Merger Effective Time and (ii) Liberty SiriusXM Common Stock having a record date occurring on or after the date hereof and prior to the Split-Off Effective Time; provided, however, that the Split-Off and related transactions shall not trigger the effects of this Section 2.1(b).

SECTION 2.2 Exchange of Certificates and Book-Entry Shares.

(a) Exchange Agent. Prior to the Closing Date, SplitCo shall (i) enter into an agreement reasonably satisfactory to SiriusXM, SplitCo and Liberty ("Transfer Agent Agreement") with a transfer agent mutually acceptable to Liberty and SiriusXM (the "Transfer Agent"), and (ii) select an institution to serve as exchange agent mutually agreeable to Liberty and SiriusXM ("Exchange Agent") and enter into an agreement reasonably satisfactory to SiriusXM, SplitCo and Liberty with the Exchange Agent ("Exchange Agent Agreement") pursuant to which the Exchange Agent will exchange Certificates (as defined below) and Book-Entry Shares (as defined below) for the Merger Consideration, as applicable, as set forth in this Article II. At the Closing, SplitCo shall instruct the Transfer Agent to, promptly following the Merger Effective Time, issue and deposit, in trust for the benefit of the holders of record of shares of SiriusXM Common Stock immediately prior to the Merger Effective Time, with the Exchange Agent for exchange in accordance with this Article II shares in book-entry form representing the shares of SplitCo Common Stock issuable pursuant to Section 2.1 (such shares of SplitCo Common Stock, together with any dividends or other distributions with respect thereto with a record date after the Merger Effective Time, being hereinafter referred to as the "Exchange Fund").

6

(b) Exchange Procedures. Promptly after the Merger Effective Time, and in any event no later than ten (10) Business Days after the Merger Effective Time, SplitCo shall cause the Exchange Agent to mail to each holder of record of a certificate which immediately prior to the Merger Effective Time represented outstanding shares of SiriusXM Common Stock (other than the Liberty Owned SiriusXM Shares) (the "Certificates") which at the Merger Effective Time were converted into the right to receive the Merger Consideration pursuant to Section 2.1, (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon proper delivery of the Certificates to the Exchange Agent, and which shall be in customary form and shall have such other provisions as SplitCo may reasonably specify) and (ii) instructions for use in effecting the surrender of the Certificates in exchange for the Merger Consideration and any dividends or other distributions to which holders of Certificates are entitled pursuant to Section 2.2(d). Each holder of shares in book-entry form which immediately prior to the Merger Effective Time represented outstanding shares of SiriusXM Common Stock (other than the Liberty Owned SiriusXM Shares and shares cancelled in accordance with Section 2.1(a)(ii)) ("Book-Entry Shares") shall not be required to deliver a Certificate or an executed letter of transmittal to the Exchange Agent to receive the Merger Consideration payable pursuant to Section 2.1. In lieu thereof, each holder of record of one or more Book-Entry Shares may provide an "agent's message" in customary form with respect to any Book-Entry Share (or such other evidence, if any, of transfer as the Exchange Agent may reasonably request). Upon surrender of a Certificate for cancellation to the Exchange Agent, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions (and such other customary documents as may reasonably be required by the Exchange Agent), or upon receipt by the Exchange Agent of an appropriate agent's message (or such other evidence, if any, of transfer as the Exchange Agent may reasonably request) in the case of book-entry transfer of Book-Entry Shares, each holder of such shares of SiriusXM Common Stock that have been converted into a right to receive the Merger Consideration shall be entitled to receive in exchange therefor: (A) shares in book-entry form representing that number of whole shares of SplitCo Common Stock that such holder has the right to receive pursuant to the provisions of this Article II after taking into account all of the shares of SiriusXM Common Stock then held by such holder under all such Certificates so surrendered and Book-Entry Shares so exchanged and (B) any dividends or other distributions to which such holder is entitled pursuant to Section 2.2(d), and the Certificate(s) so surrendered and/or Book-Entry Share(s) so exchanged shall forthwith be canceled. Until surrendered or exchanged as contemplated by this Section 2.2(b), each Certificate and Book-Entry Share shall be deemed at any time after the Merger Effective Time to represent only the right to receive the Merger Consideration and any dividends or other distributions to which the holder of such Certificate or Book-Entry Share is entitled pursuant to Section 2.2(d), in each case, without interest.

(c) Certificate Holder. If any portion of the Merger Consideration (or any other payment provided for in this Article II) is to be paid or registered in the name of a Person other than the Person in whose name the applicable surrendered Certificate is registered, it shall be a condition to the payment or registration thereof that the surrendered Certificate shall be properly endorsed or otherwise be in proper form for transfer and that the Person requesting such delivery of Merger Consideration (or other payment) shall pay to the Exchange Agent any transfer or other similar Taxes required as a result of such payment or registration in the name of a Person other than the registered holder of such Certificate or establish to the satisfaction of the Exchange Agent that such Tax has been paid or is not payable.

(g) Termination of Fund. Any portion of the Exchange Fund that remains undistributed to the holders of the Certificates or Book-Entry Shares for six (6) months after the Merger Effective Time shall be delivered to SplitCo, upon demand by SplitCo and any holders of Certificates or Book-Entry Shares who have not theretofore complied with this Article II shall thereafter look only to SplitCo for payment of their claim for (i) the Merger Consideration and (ii) any dividends or other distributions which are payable to holders of SplitCo Common Stock in accordance with this Article II. If any Certificate or Book-Entry Share shall not have been surrendered or cancelled by the Merger Effective Time, the Merger Consideration (and all dividends or other distributions payable pursuant to Section 2.2(d)) would be deemed to have been distributed to the holder of such Certificate or Book-Entry Share. If any Certificate or Book-Entry Share is not surrendered or cancelled by the Merger Effective Time, the Merger Consideration (and all dividends or other distributions payable pursuant to Section 2.2(d)) shall become, to the extent permitted by applicable Law, the property of SplitCo, free and clear of all claims or interest of any Person previously entitled thereto.

(h) No Liability to Participants. The City of Houston, Texas, shall not be liable for any claims or damages of any kind, including reasonable attorneys' fees and costs, arising out of or from this Agreement.

SECTION 3.1 Organization, Standing and Corporate Power.

QLV M

(a) Liberty is (a) a corporation duly organized, validly existing and duly qualified or licensed and in good standing under the Laws of the state or jurisdiction of its organization with full corporate power and authority to own, lease, use and operate its properties and to conduct its business (with respect to Liberty SiriusXM) as currently conducted, and (b) duly qualified or licensed to do business (with respect to Liberty SiriusXM) and, to the extent applicable, in good standing in any other jurisdiction in which the nature of the business conducted by it or the property it owns, leases, uses or operates requires it to be so qualified, licensed or in good standing (in each case, with respect to Liberty SiriusXM), except where the failures to be so qualified, licensed or in good standing have not had a Material Adverse Effect on the SplitCo Business or on SplitCo and its Subsidiaries ("SplitCo Material Adverse Effect").

(b) Liberty has delivered to SiriusXM correct and complete copies of its certificate of incorporation and bylaws (the "Liberty Charter Documents"), in each case as amended to the date of this Agreement. All such Liberty Charter Documents are in full force and effect and Liberty is not in violation of any of their respective provisions.

H W

SECTION 3.2 Capitalization.

(a) Prior to the consummation of the Split-Off, the authorized capital stock of Liberty with respect to Liberty SiriusXM consists of 4,075,000,000 shares of Liberty SiriusXM Common Stock, of which 2,000,000,000 are designated as Series A Liberty SiriusXM Common Stock, par value \$0.01 per share ("Series A Liberty SiriusXM Common Stock"), 75,000,000 are designated as Series B Liberty SiriusXM Common Stock, par value \$0.01 per share ("Series B Liberty SiriusXM Common Stock"), and 2,000,000,000 are designated as Series C Liberty SiriusXM Common Stock, par value \$0.01 per share ("Series C Liberty SiriusXM Common Stock"), and together with Series A Liberty SiriusXM Common Stock and Series B Liberty SiriusXM Common Stock, "Liberty SiriusXM Common Stock".

(iv) require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Authority, except for (x) (A) the filing with the SEC of the registration statement on Form S-4 (as amended or supplemented from time to time, the "Form S-4") by SplitCo in connection with the issuance of shares of SplitCo Common Stock in the Split-Off and Merger, which shall contain a prospectus and a proxy statement relating to the Liberty Stockholders Meeting to obtain the Liberty Stockholder Approval (as amended or supplemented from time to time, the "Prospectus / Proxy Statement"), and shall also contain (1) a notice to the stockholders of SiriusXM pursuant to Section 228(e) of the DGCL and (2) a Schedule 14C (Information Statement), in each case, with respect to the SiriusXM Stockholder Consent and Merger), (B) the filing with the SEC of (1) a Form 8-A to register the SplitCo Common Stock, (2) a Form 25 to delist the SiriusXM Common Stock and a Form 15 to terminate the registration of SiriusXM and (3) filings required under Section 16 and Section 13(d) of the Exchange Act in connection with the Transactions, (C) prior to the Split-Off Effective Time, the filing with the Secretary of State of the State of Delaware of the SplitCo A&R Charter, (D) after the Merger Effective Time, the filing of a registration statement on Form S-8 by SplitCo with respect to the shares of SplitCo Common Stock issuable upon exercise of the SiriusXM Stock Options assumed by SplitCo and issuable upon exercise of ~~exerci~~

(a) Prior to the consummation of the Split-Off, the authorized capital stock of SplitCo consists of 1,000 shares of common stock, par value \$0.001 per share, all of the issued and outstanding shares of which are held directly by Liberty prior to the Split-Off. Immediately following the consummation of the Split-Off, except as set forth in Sect

purchase



(v) Neither SiriusXM nor any of its Subsidiaries has participated in a “listed transaction” within the meaning of Treasury Regulations Section 1.6011-4(b)(2); and

(vi) Neither SiriusXM nor any of its Subsidiaries is a party to or bound by any advance pricing agreement, closing agreement or other agreement or ruling relating to Taxes with any Taxing Authority that will remain in effect with respect to SiriusXM or any of its Subsidiaries after the Closing; and

(vii) Other than in connection with the ABHI Split-Off or the Split-Off, during the two-year period ending on the date of this Agreement, neither SiriusXM nor any of its Subsidiaries has been either a “distributing corporation” or a “controlled corporation” in a distribution of stock qualifying or intended to qualify for tax-free treatment e Â

(xiii) sell, transfer, lease, mortgage, encumber or ot

under the Reorganization Agreement to be satisfied as promptly as practicable and to consummate and make effective, in the most expeditious manner practicable, the Transactions, including preparing and filing promptly and fully all documentation to effect all necessary filings, notices, petitions, statements, registrations, submissions of information, applications and other documents (including any required or recommended filings under applicable Antitrust Laws and the Requisite FCC Approvals), and (ii) bring about the end of any applicable waiting periods or otherwise obtain all approvals, consents, registrations, permits, authorizations and other confirmations from any Governmental Authority or third party necessary, proper or advisable to consummate the Transactions. For purposes hereof, "Antitrust Laws" means the Sherman Antitrust Act of 1890, as amended, the Clayton Antitrust Act of 1914, as amended, the HSR Act, the Federal Trade Commission Act of 1914, as amended, and all other applicable Laws issued by a Governmental Authority that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

(b) In furtherance and not in limitation of the foregoing, each of Liberty, SplitCo and SiriusXM agrees to make necessary filings of a Notification and

Right S,

ca

indemnification or other payment by the Other Indemnitors on behalf of a Indemnitee with respect to any claim for which a Indemnitee has sought indemnification from SplitCo and its Subsidiaries shall affect the foregoing, and the Other Indemnitors shall have a right of contribution ~~de~~ ^{ars} goi respe

Rights”), provided that nothing herein shall affect any of S

reasonable efforts to launch a marketing process in order to obtain commitments for an Alternative Financing in the form of term "A" loans as promptly as possible following the date hereof. To the extent any Alternative Financing is obtained on or prior to the Closing Date, SiriusXM shall, and shall cause each of its Subsidiaries to, promptly terminate the Financing Commitments by an amount no less than the aggregate principal amount of such Alternative Financing obtained on or prior to the Closing Date.

(b) To the extent reasonably requested in wst t t ~~HHH~~s

the waiting period, if any (and any extension thereof), applicable to the Merger or Split-Off under the HSR Act shall have been terminated or shall have expired, and (ii) except as would not individually or in the aggregate, reasonably be expected to result in a SplitCo Material Adverse Effect or a SiriusXM Material Adverse Effect and except as set forth on Section 7.1(c) of the Liberty Disclosure Schedule, (A) all other authorizations, consents, orders or approvals of, or declarations or filings with, and all expirations of waiting periods required by, any Governmental Authority (other than the FCC) which are required in connection with the Merger or Split-Off shall have been filed, have occurred, been obtained or have lapsed (all such authorizations, consents, orders, approvals, filings and declarations and the lapse of all such waiting periods, including under the HSR Act, being referred to as the “Requisite Regulatory Approvals”), and (B) all such Requisite Regulatory Approvals referred to in clause (A) to the extent applicable shall have been so obtained and be in full force and effect;

(d) FCC Approvals. The Requisite FCC Approvals shall have been obtained;

(e) No Injunctions or Restraints. No Law, injunction, judgment or ruling enacted, promulgated, issued, entered, amended or enforced by any Governmental Authority (collectively, “Restraints”) shall be in effect enjoining, restraining, preventing or prohibiting consummation of any of the TH

(i) an opinion, dated the Redemption Date, in form and substance reasonably acceptable to Liberty, to the effect that, for U.S. federal income tax purposes, the Split-Off Transactions will qualify for the Split-Off Intended Tax Treatment;

(ii) an opinion, dated the Redemption Date, in form and substance reasonably acceptable to Liberty, to the effect that, for jto jto j

with a copy (which shall not constitute notice) to:

O'Melveny & Myers L.L.P.
Two Embarcadero Center, 28th Floor
San Francisco, CA 94111
Attention: C. Brophy Christensen
Bradley L. Finkelstein
Noah Kornblith
E-mail: bchristensen@omm.com
bfinkelstein@omm.com
nkornblith@omm.com

or such other address or e-mail address i scöm

respective Subsidiaries and (b) none of Liberty, SplitCo, Merger Sub or any of their respective Subsidiaries shall be deemed to be Affiliates of SiriusXM

“Liberty Common Stock” means, collectively, Liberty SiriusXM Common Stock, Liberty Live Common Stock, and Liberty Formula One Common Stock.

“Liberty Formula One Common Stock” means, collectively, Series A Liberty Formula One Common Stock, Series B Liberty Formula One Common Stock and Series C Liberty Formula One Common Stock.

“Liberty Live Common Stock” means, collectively, Series A Liberty Live Common Stock, Series B Liberty Live Common Stock and Series C Liberty Live Common Stock.

“Liberty Owned SiriusXM Shares” means all of the shares of SiriusXM capital stock Beneficially Owned by Liberty and its Subsidiaries which, for the avoidance of doubt, excludes shares owned by the executive officers and directors of Liberty in their respective individual capacities or through entities for estate planning purposes as of immediately prior to the Split-Off Effective Time.

“Liberty Retained Assets” has the meaning given to such term in the Reorganization Agreement.

“Liberty Retained Businesses” has the meaning given to such term in the Reorganization Agreement.

“Liberty Split-Off Representation Letters” means one or more customary representation letters from Liberty in a form reasonably agreed by Liberty Tax Counsel, in support of the opinions referenced in Sections 7.3(c)(i) and 7.3(c)(ii).

“Liberty SiriusXM Equity Awards” means outstanding equity awards with respect to Liberty SiriusXM Common Stock governed by the terms of a Liberty Stock Plan.

“Liberty SiriusXM Indebtedness Agreements” means all of the Indebtedness Agreements, the 2.75% LIBOR AIF Indebtedness

COVID-19) or other force majeure events, (iv) financial or security market fluctuations or conditions, (v) any Event affecting the industries, markets or geographies in which such party and its

“Restructuring Agreements” has the meaning given to such term in the Reorganization Agreement.

“Section 253 Agreement” means that certain Agreement, dated as of November 1, 2021, by and between SiriusXM and Liberty, as amended to date.

“Securities Act

“SplitCo Tax Sharing Parties” means SplitCo or SiriusXM or any of their respective Subsidiaries or their

Agreement, the Financing or the Alternative Financing or any of the agreements entered into in connection with the Financing or the Alternative Financing or any of the transactions contemplated by this Agreement and the Transaction Agreements or the performance of any services thereunder shall be subject to the exclusive jurisdiction of any federal or state court in the Borough of Mor

List



EXHIBIT A – Certain Definitions
EXHIBIT B-1 – Form of SplitCo Charter
EXHIBIT B-2 – Form of SplitCo Bylaws
EXHIBIT C – Restructuring Plan
EXHIBIT D – SplitCo Assets
EXHIBIT E – SplitCo Equity Plan
EXHIBIT F – SplitCo Liabilities
EXHIBIT G – Form of Tax Sharing Agreement

REORGANIZATION AGREEMENT

This **REORGANIZATION AGREEMENT** (together with all Schedules and Exhibits hereto, this "~~Agreement~~" or "~~Agreement~~" is entered into by and among **LIBERTY MEDIA CORPORATION**, a Delaware corporation ("Liberty Media"), **LIBERTY SIRIUS XM HOLDINGS INC.**, a Delaware corporation ("SplitCo"), **LIBERTY SIRIUS XM HOLDINGS INC.**, a Delaware corporation ("SiriusXM"), and **LIBERTY SIRIUS XM HOLDINGS INC.**, a Delaware corporation ("SiriusXM"). The capitalized terms used herein have the meanings ascribed thereto in ~~Section 1.1 of the Agreement~~.

RECITALS:

WHEREAS, prior to the Redemption (as defined below), SplitCo is a wholly owned Subsidiary of Liberty Media;

WHEREAS, in accordance with and pursuant to the Liberty Charter Documents (as defined below), the businesses, as ne

1.2 Transfer of SplitCo Assets and SplitCo Businesses: Assumption of SplitCo Liabilities. On the terms and subject to the conditions of this Agreement, and in furtherance of the Restructuring and the Split-Off Transactions:

(a) Liberty Media, by no later than immediately before the Effective Time, but subject to Section 2.2 and Section 2.3 hereof, shall (i) cause all of its (and its Subsidiaries’) rights, title and interest in and to all of the SplitCo Assets and SplitCo Businesses to be contributed, assigned, transferred, conveyed and delivered, directly or indirectly, to SplitCo, and SplitCo agrees to, or to cause its Subsidiaries to, accept or cause to be accepted all such rights, title and interest in and to all of the SplitCo Assets and SplitCo Businesses; and (ii) cause all of the SplitCo Liabilities to be assigned, directly or indirectly, to or to be incurred by SplitCo or its Subsidiaries, and SplitCo agrees to, or cause its Subsidiaries to, accept, assume, perform, discharge and fulfill all of the SplitCo Liabilities in accordance with their respective terms (the transactions contemplated by clauses (i) and (ii), collectively, the “Contribution”). All SplitCo Assets and SplitCo Businesses are being transferred on an “as is, where is” basis, without any warranty or representation whatsoever on the part of Liberty Media except as otherwise expressly set forth herein or in the Restructuring Agreements, the Merger Agreement or the Tax Sharing Agreement. For the avoidance of doubt, in the Contribution, SplitCo shall not acquire any right, title or interest in any Liberty Retained Assets and shall not assume any Liberty Retained Liabilities.

(b) Upon completion of the Contribution: (i) SplitCo will own, directly or indirectly, the SplitCo Businesses and the SplitCo Assets and be subject, directly or indirectly, to the SplitCo Liabilities; and (ii) Liberty Media will continue to own, directly or indirectly, the Liberty Retained Businesses and the Liberty Retained Assets and continue to be subject, directly or indirectly, to the Liberty Retained Liabilities.

(c) If, following the Effective Time: (i) any SplitCo Asset or other property, right or asset forming part of the SplitCo Businesses has not been transferred to, or procured by, SplitCo or another SplitCo Entity, Liberty Media undertakes to as promptly as practicable transfer, or procure the transfer of, such property, right, or asset to SplitCo or another SplitCo Entity designated by SplitCo and reasonably acceptable to Liberty Media as soon as practicable and for no additional consideration; or (ii) any Liberty Retained Asset, right or asset forming part of the Liberty Retained Businesses has been transferred to or procured by SplitCo or another SplitCo Entity designated by SplitCo and reasonably acceptable to Liberty Media as soon as practicable and for no additional consideration.

(c) Prior to the Effective Time, and in all respects in accordance with the Restructuring Plan, SplitCo shall (i) cause the certificate of incorporation of SplitCo and bylaws of SplitCo to be amended and restated so as to read in their entirety in the forms set forth in Exhibit B-1 and Exhibit B-2, respectively (such amended and restated certificate of incorporation of SplitCo, the "SplitCo Charter" and such amended and restated bylaws of SplitCo, the "SplitCo Bylaws"), and (ii) cause the SplitCo Charter to be filed with the Secretary of State of the State of Delaware.

(d) On the date of the Redemption (the "Redemption Date"), subject to the satisfaction or waiver (to the extent permitted pursuant to Section 2.2 or Section 2.3), as applicable, of the conditions to the Redemption set forth in Section 2.2 and Section 2.3, Liberty Media will consummate the Redemption.

(e)

...h res re d to St... Liberty Media, Inc. and SiriusXM, Inc. (collectively, "Liberty Media") shall be the same as those of the corresponding Liberty SiriusXM option awards; *provided, however*, that neither the Effective Date nor the SplitCo contemplated by this Agreement or the Merger Agreement shall be considered a termination of employment or service for any employee, officer, director, executive, consultant of Liberty Media, any Qualifying Subsidiary or their respective Subsidiaries for purposes of any SplitCo option award; *provided, however*, that the SplitCo option awards shall be subject to the terms of the SplitCo Transitional Plan.

(c) Restricted Stock Awards. Effective as of ten (10) Business Days prior to the Effective Date (or such later date on or around that time as may be determined by the Liberty Board (or authorized committee thereof)), each Restricted Stock Award shall be treated as if it were a Restricted Stock Award of Liberty SiriusXM Common Stock granted under a stock incentive plan of Liberty Media (a "Liberty SiriusXM restricted stock award") that is outstanding as of such time, shall vest and become fully vested and all such shares of Liberty SiriusXM Common Stock underlying such Liberty SiriusXM restricted stock award shall be treated as if they were shares of Liberty SiriusXM Common Stock that are outstanding as of the Effective Date. All Restricted Stock Awards shall be treated as outstanding shares of Liberty SiriusXM Common Stock and shall be redeemed and exchanged into shares of SplitCo Common Stock in accordance with Section 2.1.

**ARTICLE IV
COVENANTS**

4.1 Cross-Indemnities.

- (a) SplitCo hereby covenants and agrees, on the terms and subject to the limitations set forth in this Article IV, from and after the Closing
-
-

(l) For the avoidance of doubt, the provisions of this Section 4.6ns ect r or thub

misconduct or fraud by the party providing such information.

(d) Each of Liberty Media, SplitCo and SiriusXM shall reasonably cooperate with each other and with each other's agents, including accounting firms and legal counsel (subject in all cases, to any bona fide concerns of attorney-client or work-product privilege that any party may reasonably have and any restrictions contained in any agreements or contracts to which any party or its Subsidiaries is a party (it being understood that each of Liberty Media, SplitCo and SiriusXM will use its reasonable best efforts to provide any such information in a manner that does not result in a violation of a privilege)), in connection with the preparation, review and determination of the Net Tax Amount, including by providing, as promptly as practicable after the request therefor, such information (including information and projections related to Taxes and reasonable estimates thereof based on the best then-available information) as may be reasonably requested by another party for such purpose.

(e) For the avoidance of doubt, the provisions of this Section 4.5 (except for Section 4.5(d)) are not intended to, and shall not, apply to any information relating to matters governed by the Tax Sharing D~~pl~~h~~g~~

the Restructuring Agreements and the Tax Sharing Agreement, which authorization will be in full force and effect at and as of the Closing; and

- (iv) such other documents and instruments as SplitCo may reasonably request.
- (b) SplitCo. At or prior to the Closing, SplitCo will deliver or cause to be delivered to Liberty Media:
- (i) the Tax Sharing Agreement duly executed by an authorized officer of SplitCo;

19

- (ii) the Restructuring Agreements duly executed by an authorized officer of SplitCo or other applicable SplitCo Entity;
- (iii) the SplitCo Charter, duly executed by an authorized officer of SplitCo and filed with the Secretary of State of the State of Delaware;
- (iv) a secretary's certificate certifying that the SplitCo Board has authorized the execution, delivery and performance by SplitCo of this Agreement, the Restructuring Agreements and the Tax Sharing Agreement, which authorizations will be in full force and effect at and as of the Closing; and
- (v) such other documents and instruments as Liberty Media may reasonably request.

ARTICLE VI TERMINATION

6.1 Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Effective Time (i) by Liberty Media for any reason if the Merger Agreement has been terminated in accordance with its terms or (ii) by written agreement of Liberty Media, SplitCo and SiriusXM (through the Special Committee) if the Merger Agreement has not been terminated in accordance with its terms.

6.2 Effect of Termination. In the event of any termination of this Agreement in accordance with Section 6.1, this Agreement will immediately become void and the parties will have no Liability whatsoever to each other with respect to the transactions contemplated hereby.

ARTICLE VII MISCELLANEOUS

“Agreed Financing Amount” means (without duplication) the aggregate principal amount of indebtedness that is initially incurred pursuant to the Debt Commitment Letter (as reduced pursuant to Section 6.23(a) of the Merger Agreement) and/or the Engagement Letters, as applicable, in an aggregate principal amount not to exceed Assumed Indebtedness.

“Agreed Settlement” means the settlement of claims asserted prior to the date of this Agreement in *Fishel, et al. v. Liberty Media Corp., et al.*, C.A. No. 2021-0820-KSJM as further described and set forth in that certain Settlement Term Sheet, by and among (i) Plaintiff Vladimir Fishel, derivatively on behalf of SiriusXM and directly on behalf of himself and other members of the settlement class, (ii) nominal defendant SiriusXM, (iii) defendant Liberty Media and (iv) defendants Gregory B. Maffei, James E. so the Hm B. iiiiae iae ~



"Specified Litigation Matter" means all claims asserted in *Fishel, et al. v. Liberty Media Corp., et al.*, C.A. No. 2021-0820-KSJM, pending as of the date hereof in the Court of Chancery of the State of Delaware.

"SplitCo Assets" means all of Liberty Media's interest in SiriusXM, corporate cash and any other assets of Liberty Media and its Subsidiaries attributed to Liberty SiriusXM as of immediately prior to the Contribution, including those assets set forth on Exhibit D hereto; *provided* that SplitCo Assets shall not include any assets related to Taxes (including any Tax Items or rights to receive any Tax Refunds (each as defined in the Tax Sharing Agreement)), which shall be governed by the Tax Sharing Agreement.

"SplitCo Board" means the Board of Directors of SplitCo or a duly authorized committee thereof.

"SplitCo Businesses" means the businesses attributed to Liberty SiriusXM as of immediately prior to the Contribution, including any subsequent changes thereto as are permitted by the Transaction Agreements, in each case in accordance with the Liberty Charter Documents.

"SplitCo Entity" or "SplitCo Entities" means each of SplitCo and its Subsidiaries, after giving effect to the Restructuring, including, from and after the consummation of the Merger, SiriusXM and its Subsidiaries.

"SplitCo Equity Plan" means the Sirius XM Holdings Inc. 2024 Long-Term Stock Incentive Plan attached in the form hereto as Exhibit E.

"SplitCo Liabilities" means all Liabilities (except for Liabilities related to Taxes which shall be governed by the Tax Sharing Agreement) of Liberty Media and its Subsidiaries attributed to Liberty SiriusXM as of immediately prior to the Contribution and all Liabilities of Liberty Media and its Subsidiaries to the extent arising out of, related to or in connection with the SplitCo Businesses (whether incurred before, on or after the Closing), including those set forth on Exhibit F hereto.

"SplitCo Transitional Plan" means the SplitCo Transitional Stock Adjustment Plan.

"Subsidiary" when used with respect to any Person, means (i) a corporation a majority in voting power of whose share capital or capital stock with voting power, under ordinary circumstances, to elect directors is at the time, directly or indirectly, owned by such Person, by one or more Subsidiaries of such Person, or by such Person and one or more Subsidiaries of such Person, whether or not such power is subject to a voting agreement or similar encumbrance, (ii) a partnership or limited liability company in which such Person or a Subsidiary of such Person is, at the date of determination, (a) in the case of a partnership, a general partner of such partnership with the power affirmatively to direct the policies and management of such partnership or (b) in the case of a limited liability company, the managing member or, in the absence of a managing member, a member with the power affirmatively to direct the policies and management of such limited liability company, (iii) any other Person (such as a trust or partnership) in which such Person, one or more Subsidiaries of such Person or such Person and one or more Subsidiaries of such Person, directly or indirectly, at the date of determination thereof, has or have (a) the power to elect or direct the election of a majority of the members of the governing body of such Person, whether or not such power is subject to a voting agreement or similar encumbrance, or (b) in the absence of such a governing body, at least a majority ownership interest or (iv) any other Person of which an aggregate of 50% or more of the equity interests are, at the time, directly or indirectly, owned by such Person and/or one or more Subsidiaries of such Person.

| | |
|--|--------------------|
| Indemnitee | Section 4.1(d)(i) |
| Indemnitor | Section 4.1(d)(i) |
| JPM Indemnification Obligations | Schedule F |
| Liberty Indemnified Parties | Section 4.1(a) |
| Liberty Media | Preamble |
| Liberty SiriusXM | Recitals |
| Liberty SiriusXM Common Stock | Recitals |
| Liberty SiriusXM option award | Section 2.4(b) |
| Liberty SiriusXM restricted stock awards | Section 2.4(c) |
| Liberty SiriusXM restricted stock unit award | Section 2.4(d) |
| LSXMA | Recitals |
| LSXMB | Recitals |
| LSXMK | Recitals |
| Merger Agreement | Recitals |
| Merger Closing | Recitals |
| Merger Sub | Recitals |
| Net Tax Amount | Exhibit A |
| Officer's Certificate | Section 4.2(a) |
| Proprietary Information | Section 4.6(a) |
| Receiving Party | Section 4.6(b) |
| Redemption | Recitals |
| Redemption Date | Section 2.1(a) |
| Restructuring | Section 1.1 |
| Restructuring Agreements | Section 3.1(b) |
| Returned Escrow Funds | Section 4.1(n) |
| Separable Claims | Section 4.1(d)(ii) |
| Separate Legal Defenses | Section 4.1(d)(ii) |
| SiriusXM | Preamble |
| Specified Litigation Matter Amount | Exhibit A |
| Specified Payment | Section 4.1(n) |
| Specified Transaction Litigation | Section 4.1(n) |

| | |
|-----------------------------|-------------------|
| Split-Off Transactions | Recitals |
| SplitCo | Preamble |
| SplitCo Bylaws | Section 2.1(b) |
| SplitCo Charter | Section 2.1(b) |
| SplitCo Common Stock | Recitals |
| SplitCo Indemnified Parties | Section 4.1(b) |
| SplitCo option award | Section 2.4(b) |
| Stockholder Meeting | Section 2.1(a) |
| Tax Adjustment Period | Exhibit A |
| Tax Settlement Date | Exhibit A |
| Third-Party Claim | Section 4.1(d)(i) |
| Voting Agreement | Exhibit F |

7.2 Survival; No Third-Party Rights.

- (a) The representations and warranties contained herein shall not survive the Effective Time or the termination of this Agreement. The covenants a^o o ss
-

7.7 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH ACTION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.7.

7.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Upon a determination that any provision of this Agreement is prohibited or unenforceable in any jurisdiction, the parties re ~~oth~~oHed

[Sign

complete and accurate schedule as of the date hereof of which is set forth opposite such Stockholder's name on Schedule A; (e) the Stockholder Beneficially Owns the Stockholder's Shares, free and clear of any proxy, voting restriction, adverse claim or other Lien or transfer restriction (other than any Permitted Pledge or any restrictions created by the Transaction Agreements or under applicable federal or state securities laws); and (f) the Stockholder or his, her or its advisers has read and is familiar with the terms of the Merger Agreement and the other Transaction Agreements and the Stockholder understands and acknowledges that Liberty, SplitCo and SiriusXM are entering into the Merger Agreement in reliance upon the Stockholder's execution and delivery of this Agreement.

7. **Representations of LibYib**

22. **Counterparts.** The parties may execute this Agreement in one or more counterparts, including by facsimile or other electronic signature. All the counterparts will be construed together and will constitute one Agreement.

23. **Action by SiriusXM.** Actions taken under this Agreement on behalf of SiriusXM will be taken only with the approval of the Special Committee.

24. **Interpretation.** When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include" or "includes" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. When this Agreement requires a certain number of securities, as of a particular date, such number of securities shall be deemed to be appropriately adjusted to

By: /s/ John C. Malone
Name: John C. Malone, Trustee

[Signature Page to Voting Agreement]

SCHEDULE A
Stockholder Information

| Stockholder | Series A Liberty SiriusXM Common Stock | Series B Liberty SiriusXM Common Stock |
|---|---|---|
| The John C. Malone 1995 Revocable Trust | 612,907 | 8,681,015 |
| The Leslie A. Malone 1995 Revocable Trust | 101,778 | 286,086 |
| The Malone Family Land Preservation Foundation | 250,000 | 0 |
| John C. Malone June 2003 Charitable Remainder Unitrust | 0 | 379,553 |