

what such stockholder's percentage interest in New Sirius Common Stock would have been without such revisions to the ~

Notwithstanding anything to the contrary contained herein, holders of record of SiriusXM Common Stock shall not be entitled to receive a fraction of a share of SplitCo Common Stock (each, a "Fractional Share") as Merger Consideration pursuant to the Merger. SplitCo shall cause the Exchange Agent to aggregate all Fractional Shares into whole shares and cause such whole shares to be sold at prevailing market prices on behalf of those holders of record who would have otherwise been entitled to receive a Fractional Share, and each such holder of record who would have otherwise been entitled to receive a Fractional Share shall be entitled to receive cash, without interest, rounded down to the nearest cent, in lieu of such Fractional Share in an amount equal to such holder's pro rata share of the total cash proceeds (net of any fees to the Exchange Agent) from such sales. The Exchange Agent will have sole discretion to determine when, how and through which broker-dealers such sales will be made without any influence by SiriusXM, SplitCo or Liberty. Following such sales, the applicable holders of record will receive a cash payment in the form of a check or wire transfer in an amount equal to their pro rata share of the total net proceeds, less any applicable withholding taxes. If such holders of record physically hold one or more SiriusXM Certificates, the check for any cash that such holders of record may be entitled to receive instead of Fractional Shares will be mailed to such holders separately. The parties acknowledge that the payment of cash in lieu of Fractional Shares does not represent separately bargained-for consideration and merely represents a mechanical rounding off for purposes of avoiding the expense and inconvenience that would otherwise be caused by the issuance of Fractional Shares.

(c) Section 2.2(b) of the Original Agreement is hereby amended and restated to read in its entirety as follows with deleted language indicated by strike through and newly added language indicated by double underlining:

(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 Handwritten C

(h) Section 2.2(f) of the Original Agreement is hereby amended and restated to read in its entirety as follows with deleted language indicated by ~~strikethrough~~ and newly added language indicated by double underlining:

(f) Lost, Stolen or Destroyed Certificates. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to have been lost, stolen or destroyed and, if required by SplitCo, the posting by such Person of a bond, in such reasonable amount as SplitCo may direct, as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent will issue, in exchange for such lost, stolen or destroyed Certificate, as applicable, the Merger Consideration (including any cash paid in lieu of Fractional Shares pursuant to Section 2.2(aa)) and any dividends or other distributions to which the holder of such Certificate would be entitled pursuant to Section 2.2(d), in each case pursuant to this Agreement.

(i) Section 2.2(g) of the Original Agreement is hereby amended and restated to read in its entirety as follows with deleted language indicated by ~~strikethrough~~ and newly added language indicated by double underlining:

(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 (including cash in lieu of Fractional Shares, if any, that such holder has the right to receive pursuant to Section 2.2(aa)) and (ii) any dividends or other distributions with respect to shares of SplitCo Common Stock in accordance with this Article II. If any Certificate or Book-Entry Share shall not have been surrendered or exchanged, as applicable, immediately prior to such date on which any Merger Consideration (including any cash payable in lieu of Fractional Shares pursuant to Section 2.2(aa)) and all dividends or other distributions payable pursuant to Section 2.2(d) would otherwise escheat to or become property of any Governmental Authority, any such Merger Consideration (and any cash payable in lieu of Fractional Shares pursuant to Section 2.2(aa)) 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.

(j) Section 3.11 of the Original Agreement is hereby amended and restated to read in its entirety as follows with deleted language indicated by ~~strikethrough~~ and newly added language indicated by double underlining:

SECTION 3.11 Absence of Operations. Liberty Radio, ~~and~~ Liberty SIRI Marginco and Liberty Coffeyville Investor, LLC, a Delaware limited liability company, have conducted no activities prior to the Split-Off Effective Time other than as provided in Section 3.11 of the Liberty Disclosure Schedule.

(k) Section 5.3(b)(iv) of the Original Agreement is hereby amended and restated to read in its entirety as follows with deleted language indicated by ~~strikethrough~~ and newly added language indicated by double underlining:

(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 each of the Form S-4 and the Prospectus / Proxy Statement, (B) the filing with the SEC of (1) the Form 8-A to register the SplitCo Common Stock, (2) of a Form 25 to delist the ~~SiriusXM~~ SiriusXM Common Stock and a Form 15 to terminate the registration of SiriusXM and (3) of filings required under Section 16 and Section 13(d) of the ~~ELK the MLP~~ ELK the MLP and (y) the filing with the SEC of a Form 8-A a

(j) The definition of "SiriusXM Rad0n

(e) The first sentence of clause (1) of Article FOUR

LIBERTY MEDIA CORPORATION

By: /s/ Gregory B. Maffei
Gregory B. Maffei
President and Chief Executive Officer

LIBERTY SIRIUS XM HOLDINGS INC.

By: /s/ Renee L. Wilm
Renee L. Wilm
Chief Legal Officer and Chief Administrative Officer

SIRIUS XM HOLDINGS INC.

By: /s/ Patrick L. Donnelly
Patrick L. Donnelly
Executive Vice President, General Counsel and Secretary

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List of Omitted Exhibits

The following exhibits and schedules to the First Amendment to the Reorganization Agreement, dated as June 16, 2024, by and among Liberty Media Corporation, Liberty Sirius XM Holdings Inc. and Sirius XM Holdings Inc. have not been
