SECURITIES AND EXCHANGE COMMISSION WASHINGTON, DC 20549

SCHEDULE 13D/A

UNDER THE SECURITIES EXCHANGE AC

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		7	Sole Voting Power Series A Liberty SiriusXM Common Stock: 1,135,428 (1, 2, 3, 4) Series B Liberty SiriusXM Common Stock: 9,346,654 (1, 5, 6) Series A Liberty Braves Common Stock: 114,271 (1, 2, 3, 4) Series B Liberty Braves Common Stock: 934,664 (1, 5, 6) Series A Liberty Formula One Common Stock: 285,530 (1, 2, 3, 4) Series B Liberty Formula One Common Stock: 2,336,663 (1, 5, 6)
Number of Shares Beneficially Owned by Each Reporting Person	lly	8	Shared Voting Power Series A Liberty SiriusXM Common Stock: 0 Series B Liberty SiriusXM Common Stock: 108,687 (7) Series A Liberty Braves Common Stock: 0 Series B Liberty Braves Common Stock: 10,868 (7) Series A Liberty Formula One Common Stock: 0 Series B Liberty Formula One Common Stock: 27,171 (7)
		9	Sole Dispositive Power Series A Liberty SiriusXM Common Stock: 1,135,428 (1, 2, 3, 4) Series B Liberty SiriusXM Common Stock: 9,346,654 (1, 5, 6) Series A Liberty Braves Common Stock: 114,271 (1, 2, 3, 4) Series B Liberty Braves Common Stock: 934,664 (1, 5, 6) Series A Liberty Formula One Common Stock: 285,530 (1, 2, 3, 4) Series B Liberty Formula One Common Stock: 2,336,663 (1, 5, 6)
		10	Shared Dispositive Power Series A Liberty SiriusXM Common Stock: 0 Series B Liberty SiriusXM Common Stock: 108,687 (7) Series A Liberty Braves Common Stock: 0 Series B Liberty Braves Common Stock: 10,868 (7) Series A Liberty Formula One Common Stock: 0 Series B Liberty Formula One Common Stock: 27,171 (7)
Se Se 11 Se Se Se	Aggregate Amount Beneficially Owned by Each Reporting Person Series A Liberty SiriusXM Common Stock: 1,135,428 (1, 2, 3, 4) Series B Liberty SiriusXM Common Stock: 9,455,341 (1, 5, 6, 7) Series A Liberty Braves Common Stock: 114,271 (1, 2, 3, 4) Series B Liberty Braves Common Stock: 945,532 (1, 5, 6, 7) Series A Liberty Formula One Common Stock: 285,530 (1, 2, 3, 4) Series B Liberty Formula One Common Stock: 2,363,834 (1, 5, 6, 7)		
	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions) \Box		
Pe Se 13 Se	Percent of Class Represented by Amount in Row (11) Series A Liberty SiriusXM Common Stock: 1.2% (8) Series B Liberty SiriusXM Common Stock: 96.5% (8) Series A Liberty Braves Common Stock: 1.1% (8) Series B Liberty Braves Common Stock: 96.3% (8)		
Se	Series & Liberty Formula One Common Stock: 1.1% (8)		
	Series B Liberty Formula One Common Stock: 96.6% (8)		
	Type of Reporting Person (see instructions) IN		

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(1) Includes 101,778 shares of Series A Liberty SiriusXM common stock, par value \$0.01 per share (the <u>Series A Liberty SiriusXM Common Stock</u>"), 230,564 shares of Series B Liberty SiriusXM common stock, par value \$0.01 per share (the "<u>Series B Liberty SiriusXM Common Stock</u>"), 10,177 shares of Series A Liberty Braves common stock, par value \$0.01 per share (the "<u>Series B Liberty Braves Common Stock</u>"), 23,056 shares of Series B Liberty Braves common stock, par value \$0.01 per share (the "<u>Series B Liberty Braves Common Stock</u>"), 23,056 shares of Series B Liberty Braves common stock, par value \$0.01 per share (the "<u>Series B Liberty Braves Common Stock</u>"), 23,056 shares of Series B Liberty Braves common stock, par value \$0.01 per share (the "<u>Series A Liberty Formula One Common Stock</u>"), 25,444 shares of Series A Liberty Formula One common stock, par value \$0.01 per share (the <u>Series A Liberty Formula One</u> Common Stock), par value \$0.01 per share (the <u>Series B Liberty Formula One</u> Common Stock), par value \$0.01 per share (the <u>Series A Liberty Formula One</u> Common Stock), par value \$0.01 per share (the <u>Series B Liberty Formula One</u> Common Stock), par value \$0.01 per share (the <u>Series A Liberty Formula One</u> Common Stock), par value \$0.01 per share (the <u>Series A Liberty Formula One</u> Common Stock), par value \$0.01 per share (the <u>Series B Liberty Formula One</u> Common Stock), par value \$0.01 per share (the <u>Series B Liberty Formula One</u> Common Stock), par value \$0.01 per share (the <u>Series B Liberty Formula One</u> Common Stock), par value \$0.01 per share (the <u>Series B Liberty Formula One</u> Common Stock), par value \$0.01 per share (the <u>Series B Liberty Formula One</u> Common Stock), par value \$0.01 per share (the <u>Series B Liberty Formula One</u> Common Stock), par value \$0.01 per share (the <u>Series B Liberty Formula One</u> Stock), par value \$0.01 per share (the <u>Series B Liberty Formula One</u> Stock), par value \$0.01 per share (the <u>Series B Liberty Formula One</u> Stock), par value \$0.01 per share (the <u>Series B Liberty Fo</u>

^Othe sofe power for Wate and described in Item 6). The Trusts hold 108,687 shares of Series B Liberty SiriusXM Common Stock, 10,868 shares of Series B Liberty Braves Common Stock and 27,171 shares of Series B Liberty Formula One Common Stock, as to which shares Mr. Malone has no pecuniary interest and disclaims beneficial ownership. To Mr. Malone's knowledge, the Trusts have the sole power to vote and to dispose of, or to direct the voting or disposition of, the shares of Common Stock held by the Trusts, except that Mr. Malone is permitted under the terms of the Trusts to substitute assets in the Trusts and thereby may acquire any shares held in the Trusts at any time.

(c) Except as disclosed in this Amendment, neither Mr. Malone nor, to his knowledge, the LM Revocable Trust, the CRT, the Malone Family Land Preservation Foundation, the Malone Family Foundation or the Trusts, has executed any transactions in respect of the Common Stock within the last sixty days.

- (d) Not Applicable.
- (e) Not Applicable.

Item 6.

Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 of the Schedule 13D is hereby amended and supplemented to read as follows:

Exchange Agreement

On July 2514 and 21. dissible to the second of the second

Restriction on Transfer. Mr. Malone may transfer h ... È

Exhibit 7(a)

Execution Version

EXCH

(a) If on (x) the last day of any calendar quarter or (y) a date that is at least five but no more than ten Business Days prior to the record date for any matter submitted to the stockholders of the Company for a vote, the Malone Voting Power in the Company would be less than the Target Voting Power if some or all Available Series B Shares of one or more Groups were delivered to Dr. Malone or the Trust as of such date (the number of Available Series B Shares that may be delivered without resulting in the Malone Voting Power in the Company exceeding the Target Voting Power, the "Maximum Amount"

9. Tax Matter

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- This Agreement will terminate in its entirety and immediately cease to be of any further force and effect (i) pursuant to the mutual consent of each of the parties (b) hereto in a written instrument (in the case of the Company, upon the approval of a Special Committee or a majority of Independent Directors), (ii) upon execution of a Successor Exchange Agreement covering all shares of Series B Common Stock then beneficially owned by Dr. Malone and all Available Series B Shares of all Groups, or (iii) other than in a circumstance where this Agreement is terminated pursuant to Section 13(b)(ii), upon the Malone Voting Power ceasing to constitute at least 20% of the outstanding voting power of the Company.
- If this Agreement is terminated in accordance with Section 13(b), this Agreement shall forthwith become null and void and of no effect and the rights and (c) obligations of the parties hereto shall terminate, without liability of any party (or any stockholder, director, officer, employee, consultant, financial advisor, legal counsel, financing source, accountant, insurer or other advisor, agent or representative of such party); provided, that, (i) in the event of a termination as a result of the death of Dr. Malone, the Company's obligation in the last sentence of Section 8(c) shall survive for three months following such termination and (ii) nothing contained herein shall relieve any party to this Agreement from any liability for damages resulting from (x) fraud or (y) willful material breach by such party prior to such termination, in each case, as determined by a court of competent jurisdiction pursuant to a final and nonappealable judgment. For purposes of this Agreement, "willful material breach" means a material breach of a party's covenants and agreements set forth in this fore more that is the cafits spectra of the set of th executive management team of the Company).
- Ron that an a work of the termination of this Agreement with respect to any Group (other than a xect doubsen tera minacompan (d) x y'ta

John C. Malone c/o Liberty Media Corporation 12300 Liberty Boulevard Englewood, CO 80112 E-Mail: [Separately provided]

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

Sherman & Howard L.L.C. 633 Sev

(g) The parties acknowledge and confirm that each of their respective attorneys have participated jointly in the drafting, review and revision of this Agreement and that it has not been written solely by counsel for one party and that each party has had the benefit of its independent legal) aaīk gev6