

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

THOMAS V. RUX, as Trustee of the THOMAS)
RUX SENIOR TRUST, Derivatively on Behalf of)
SIRIUS XM HOLDINGS INC. f/k/a SIRIUSXM)
RADIO INC.,)

Plaintiff,)

v.)

C.A. No. 11577-CB)

JAMES E. MEYER, GREGORY B. MAFFEI,)
DAVID J.A. FLOWERS, EVAN D. MALONE,)
DAVID ZASLAV, CARL E. VOGEL,)
VANESSA A. WITTMAN, JAMES F.)
MOONEY, JOHN C. MALONE, and LIBERTY)
MEDIA CORPORATION,)

Defendants,)

-and-)

SIRIUS XM HOLDINGS INC. f/k/a SIRIUSXM)
RADIO INC., a Delaware Corporation,)

Nominal Defendant.)

**AMENDED STIPULATION AND AGREEMENT OF
SETTLEMENT, COMPROMISE AND RELEASE**

This Amended Stipulation and Agreement of Settlement, Compromise and Release (this "Stipulation") is entered into between and among the following parties, by and through their respective counsel, in the above-captioned Action: (i) Plaintiff, derivatively on behalf of Sirius XM Holdings Inc. ("Sirius XM" or the

"Company"); (ii) Defendants; and (iii) Nominal Defendant Sirius XM. This Stipulation sets forth the terms and conditions of the Settlement of the Action, and is intended by the Parties to fully, finally and forever resolve, discharge and settle all Released Claims as against the Released Persons, subject to the approval of the Court.

WHEREAS:

A. Sirius XM is a publicly traded company whose common stock is traded on the NASDAQ Global Select Market. Liberty Media Corporation ("Liberty Media") currently owns, directly and indirectly, over 50% of Sirius XM's common stock. Defendant John Malone, who founded Liberty Media, has served as Chairman of Liberty Media since 1990.

B. On October 9, 2013, the Board of Directors of Sirius XM (the "Board") announced a \$2 billion stock repurchase program (the "2013 Share Repurchase Program") pursuant to which Sirius XM would purchase shares on the open market and in privately negotiated transactions.

C. In connection with the 2013 Share Repurchase Program, the Board also approved a \$500 million stock repurchase from Liberty Media (the "Liberty Media Repurchases"). Under the terms of the Liberty Media Repurchases, Sirius XM agreed to repurchase the \$500 million of common stock from Liberty Media in three tranches in November 2013, January 2014, and April 2014.

D. The first tranche of the Liberty Media Repurchases was completed on November 12, 2013, with Sirius XM repurchasing 43,712,265 shares of its common stock from Liberty Media at \$3.6603 per share for a total purchase price of just over \$160 million. The \$3.6603 per share purchase price was set at a 1.5% discount to the average market price for Sirius XM stock for a ten-day period following the Company's quarterly earnings report for the third quarter of fiscal 2013.

E. The second tranche, scheduled for January 2014, did not occur as scheduled.

F. On January 3, 2014, Liberty Media publicly announced a proposal to purchase all minority interests in Sirius XM's outstanding stock (the "Proposed Merger"). Contemporaneous with the Proposed Merger, Liberty Media proposed that Sirius XM agree to defer the Liberty Media Repurchases.

G. Sirius XM appointed a special committee to consider the Proposed Merger and, in late January, after consideration and approval by the special committee, Sirius XM agreed to defer the second tranche of the Liberty Media Repurchases.

H. On March 13, 2014, Liberty Media announced that it had withdrawn the proposal with respect to the Proposed Merger and intended to resume the Liberty Media Repurchases.

I. On April 25, 2014, Sirius XM completed the final tranche and repurchased \$340 million of its shares of common stock from Liberty Media at a price of \$3.6603 per share. Sirius XM's closing price on April 25, 2014 was \$3.12 per share.

J. On April 30, 2014, Plaintiff served Sirius XM with a demand to inspect books and records pursuant to 8 *Del. C.* § 220 (the "220 Demand").

K. On May 8, 2014, Sirius XM responded to Plaintiff's 220 Demand asserting that Plaintiff had failed to set forth a credible basis to infer wrongdoing but that the Company would allow inspection of a limited scope of documents.

L. On May 14, 2014, Plaintiff accepted the documents offered for production and requested the remainder of the documents initially requested.

M. On June 16, 2014, Sirius XM made its first production of documents of 140 pages.

N. Plaintiff and the Company engaged in additional discussion and negotiations regarding the Company's production of additional responsive documents.

O. Following these negotiations, in early 2015, Sirius XM made two additional productions of approximately 515 and 415 pages, respectively.

P. On October 6, 2015, Plaintiff filed the Complaint. The Complaint alleged that: (i) the Director Defendants breached their fiduciary duties in

connection with their actions and inactions concerning the Liberty Media Repurchase; (ii) John Malone and Liberty Media aided and abetted the Director Defendants' breaches in connection with the Liberty Media Repurchase; and (iii) John Malone and Liberty Media were unjustly enriched in connection with the Liberty Media Repurchases.

Q. On March 18, 2016, Defendants and Sirius XM filed motions to dismiss the Action.

R. On May 18, 2017, Plaintiff filed his opposition to the motions to dismiss the Action.

S. On June 17, 2016, Defendants and Sirius XM filed reply briefs in further support of their motions to dismiss.

T. On November 18, 2016, the Court issued a telephonic ruling on the motions to dismiss. The Court dismissed Plaintiff's claims of aiding and abetting against John Malone and Liberty Media and otherwise denied the motions to dismiss.

U. On January 27, 2017, Sirius XM filed an answer to the Complaint.

V. On February 3, 2017, Defendants filed answers to the Complaint.

W. On March 6, 2017, Plaintiff served his First Set of Requests for Production of Documents to Defendants and Sirius XM.

X. On April 3, 2017, Defendants and Sirius XM served responses and objections to Plaintiff's First Request for Production.

Y. On November 30, 2018, Defendants James E. Meyer, James F. Mooney, Carl E. Vogel, Vanessa A. Wittman, and David Zaslav served their First Request for Production of Documents to Plaintiff.

Z. On January 20, 2019, Plaintiff served his responses and objections to the request for production of documents. Soon thereafter, Plaintiff produced documents in response to the First Request for Production of Documents to Plaintiff.

AA. On April 2, 2019, Plaintiff contacted Defendants and Sirius XM to schedule depositions of Defendants. The Parties continued to discuss appropriate dates for depositions up through the mediation described below.

BB. On April 1, 2019, Plaintiff served Peter J. Solomon Company Limited a subpoena *duces tecum* and *ad testificandum*.

CC. On April 24, 2019, Peter J. Solomon Company Limited filed its Responses and Objections to the subpoena. Peter J. Solomon Company Limited produced approximately 280 documents, consisting of approximately 3,000 pages.

DD. Defendants produced documents in multiple tranches as the litigation unfolded and the Parties continued to engage in discovery related discussions. All

told, Defendants produced almost 3,200 documents, consisting of approximately 18,500 pages.

EE. On June 12, 2019, the Parties, having previously served mediation statements and exhibits, attended a day long mediation session with Vice Chancellor Stephen P. Lamb in New York, New York.

FF. After arm's-length negotiation, counsel to the Parties in the Action reached an agreement-in-principle concerning the proposed Settlement based on a settlement payment of \$8,250,000 to be paid to Sirius XM, less the Attorneys' Fees and Expense Award.

GG. On June 12, 2019, the Parties executed a memorandum of understanding concerning the settlement of the Action.

HH. Pursuant to the memorandum of understanding, Defendants provided to Plaintiff confirmatory discovery related to the facts and circumstances surrounding the Liberty Media Repurchase. On July 25, 2019, Plaintiff deposed Mark Carleton, the former Chief Financial Officer of Liberty Media, and on July 31, 2019, Plaintiff deposed Defendant James E. Meyer, the Chief Executive Officer and a member of the Board of Sirius XM.

II. Plaintiff in the Action represents to have continuously owned Sirius XM common stock since at least 2002.

JJ. Plaintiff, having thoroughly considered the facts and law underlying the Action, and based upon his investigation and prosecution of the Action and the mediation that led to the Settlement, and after weighing the risks of continued litigation, has determined that it is in the best interests of Sirius XM and Sirius XM's Stockholders that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation, and that these terms and conditions are fair, reasonable and adequate to Sirius XM and Sirius XM's Stockholders.

KK. Defendants, who believe that they have substantial defenses to the claims alleged against them in the Action, have denied and continue to deny the allegations of wrongdoing, allegations of liability, and the existence of any damages asserted in or arising from the Action; have denied and continue to deny that they have committed or aided and abetted in the commission of any violation of law or breaches of duty or have engaged in any of the alleged wrongful acts; and expressly maintain that they have diligently and scrupulously complied with their fiduciary and other legal duties. Nevertheless, Defendants have concluded that further litigation in connection with the Action would be time-consuming and expensive. After weighing the costs, disruption, and distraction of continued litigation, they have determined, solely to eliminate the risk, burden, and expense

of further litigation, that the Action should be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation.

NOW THEREFORE, IT IS STIPULATED AND AGREED, by and among the Parties, by and through their undersigned counsel, and subject to the approval of the Court, that the Action shall be fully and finally compromised and settled, the Released Claims shall be released as against the Released Persons, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Stipulation, as follows:

DEFINITIONS

1. The following terms, as used in this Stipulation, have the meanings specified below:

a. "Action" means the derivative action *Rux v. Meyer, et al.*, C.A. No. 11577-CB, currently pending before the Court.

b. "Attorneys' Fees and Expense Award" means the fees and expenses awarded to Plaintiff's Counsel pursuant to their Fee and Expense Application.

c. "Complaint" means the Verified Shareholder Derivative Complaint, filed by Plaintiff on October 6, 2015.

d. "Court" means the Court of Chancery of the State of Delaware.

e. "Defendants" means Director Defendants, John Malone, and Liberty Media.

f. "Director Defendants" means James F. Mooney, Vanessa A. Wittman, Carl E. Vogel, David Zaslav, Evan D. Malone, David J.A. Flowers, Gregory B. Maffei, and James E. Meyer.

g. "Effective Date" means the first date by which all of the conditions precedent set forth in paragraph 13 of this Stipulation have been met and occurred or have been waived in writing by the Parties.

h. "Fee and Expense Application" means the application by Plaintiff's Counsel to be filed with the Court for an award of attorneys' fees and reimbursement of litigation expenses.

i. "Final" with respect to the judgment approving the Settlement or any other court order means: (i) if no appeal from an order or judgment is taken, the date on which the time of taking such an appeal expires; or (ii) if any appeal is taken, the date on which all appeals, including petitions for rehearing or re-argument, have been finally disposed of (whether through expiration of time to file, through denial of any request for review, by affirmance on the merits or otherwise).

j. "Final Order and Judgment" means the Final Order and Judgment of the Court, substantially in the form attached hereto as **Exhibit A**, approving the Settlement and dismissing the Action with prejudice without costs to any Party (except as provided in this Stipulation).

k. "Notice" means the Notice of Pendency of Derivative Action, Proposed Settlement of Derivative Action, Settlement Hearing and Right to Appear, substantially in the form attached hereto as **Exhibit B**.

l. "Parties" means Plaintiff, Defendants, and Sirius XM.

m. "Payment Date" means the date three (3) business days after the Effective Date.

n. "Person" means any individual, corporation, professional corporation, limited liability company, partnership, limited partnership, limited liability partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or entity and their respective agents consultants, spouses, heirs, predecessors, successors, personal representative, representatives, and assigns.

o. "Plaintiff" means Thomas V. Rux, as Trustee of the Thomas Rux Senior Trust, derivatively on behalf of Sirius XM.

p. "Plaintiff's Counsel" means, collectively, the law firms McCarter & English, LLP and Levi & Korsinsky, LLP.

q. "Released Claims" means all Released Plaintiff's Claims and all Released Defendants' Claims.

r. "Released Defendants' Claims" means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, judgments, defenses, counterclaims, offsets, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims, which were or which could have been asserted by any of the Defendants against Released Plaintiff in any court, tribunal, forum, or proceeding, whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule, and which are based upon, arise out of, relate in any way to, or involve, directly or indirectly, (i) the actions, inactions, deliberations, discussions, decisions, votes, or any other conduct of any kind by any of the Released Persons, relating in any way to any agreement, transaction, occurrence, conduct, or fact alleged or set forth in the Complaint, or (ii) the commencement, prosecution, defense, mediation or settlement of the Action, including, but not limited to, discovery in the Action; provided, however, that the Released Defendants' Claims shall not include any claims to enforce this Stipulation, the

Settlement, the Final Order and Judgment, or any other document memorializing the Settlement of the Action.

s. "Released Defendants" means, whether or not each or all of the following Persons were named, served with process, or appeared in the Action: (i) James E. Meyer, Gregory B. Maffei, David J.A. Flowers, Evan D. Malone, David Zaslav, Carl E. Vogel, Vanessa A. Wittman, James F. Mooney, John C. Malone, Liberty Media Corporation, and (ii) any and all of their or Sirius XM's former or current agents, parents, controlling persons, general or limited partners, general or limited partnerships, members, managers, managing members, direct or indirect equity holders, subsidiaries, employees, officers, directors, predecessors, successors, insurers, reinsurers, consultants, other representatives and servants, past or present trusts, foundations, investors, joint ventures, member firms, limited liability companies, corporations, divisions, direct or indirect affiliates, associated entities, stockholders, managing agents, financial or investment advisors, advisors, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys in fact, counsel, accountants and associates, past or present trustees, fiduciaries, principals, and any past or present family members or spouses as well as their heirs, assigns, executors, estates, administrators, personal or legal representatives, beneficiaries, or distributees.

t. "Released Persons" means the Released Defendants and the Released Plaintiff.

u. "Released Plaintiff's Claims" means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, judgments, defenses, counterclaims, offsets, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims, that Plaintiff asserted or could have asserted on behalf of nominal defendant Sirius XM in the Complaint, in any court, tribunal forum or proceeding, whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule, and which are based upon, arise out of, relate in any way to, or involve, directly or indirectly, (i) the actions, inactions, deliberations, discussions, decisions, votes, or any other conduct of any kind by any of the Released Persons, relating in any way to any agreement, transaction, occurrence, conduct, or fact alleged or set forth in the Complaint, or (ii) the commencement, prosecution, defense, mediation or settlement of the Action, including, but not limited to, discovery produced in the Action; provided, however, that the Released

Plaintiff's Claims shall not include any claims to enforce this Stipulation, the Settlement, the Final Order and Judgment, or any other document memorializing the Settlement of the Action.

v. "Released Plaintiff" means Plaintiff and any and all of his former or current agents, parents, controlling persons, general or limited partners, members, managers, managing members, direct or indirect equity holders, subsidiaries, affiliates, employees, officers, directors, predecessors, successors, attorneys, heirs, assigns, insurers, reinsurers, consultants, other representatives, servants, respective past or present family members, spouses, agents, fiduciaries, partners, corporations, direct or indirect affiliates, bankers, estates, and advisors.

w. "Releases" means the releases set forth in paragraphs 5 and 6 below.

x. "Scheduling Order" means the scheduling order to be entered pursuant to Rule 23.1 of the Rules of the Court of Chancery, substantially in the form attached hereto as **Exhibit C**.

y. "Settlement" means the settlement and resolution of the Action on the terms and conditions contained in this Stipulation.

z. "Settlement Amount" means the settlement payment totaling \$8,250,000 (eight million two hundred fifty thousand dollars) to be paid in accordance with the terms of this Stipulation.

aa. "Settlement Hearing" means a hearing required under Rule 23.1 of the Rules of the Court of Chancery, at or after which the Court will review the adequacy, fairness and reasonableness of the Settlement and determine whether to issue the Final Order and Judgment.

bb. "Stipulation" means this Amended Stipulation and Agreement of Settlement, Compromise and Release dated October 21, 2019.

cc. "Unknown Claims" means any Released Claims that a Person granting a Release hereunder does not know or suspect to exist in his, her, or its favor at the time of the Release, including, without limitation, those that, if known, might have affected the decision to enter into or object to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, Plaintiff and Defendants shall have expressly waived, and Sirius XM shall be deemed to have, and by operation of the Final Order and Judgment by the Court shall have, waived, relinquished, and released any and all provisions, rights and benefits conferred by or under California Civil Code § 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States or any state or territory thereof, or of the common law). California Civil Code § 1542 provides that:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
THAT THE CREDITOR OR RELEASING PARTY DOES NOT
KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**

THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

dd. Plaintiff and Defendants acknowledge, and Sirius XM and all of Sirius XM Stockholders by operation of law shall be deemed to acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of Plaintiff and Defendants, and of Sirius XM and all Sirius XM Stockholders by operation of law, to completely, fully, finally and forever extinguish and release all Released Claims, known or unknown, suspected or unsuspected, that now exist, heretofore existed or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiff and Defendants acknowledge, and Sirius XM and all other Sirius XM Stockholders by operation of law shall be deemed to have acknowledged, that this waiver and the inclusion of "Unknown Claims" in the definition of "Released Claims" was separately bargained for and was a material element of the Settlement and was relied upon by each and all of the Parties in entering into this Stipulation and agreeing to the Settlement.

SETTLEMENT CONSIDERATION

2. In consideration of the full settlement, satisfaction, compromise and release of the Released Plaintiff's Claims and the dismissal with prejudice of the

Action, the Defendants shall cause to be paid, \$8,250,000 (eight million two hundred fifty thousand dollars) to Sirius XM by the Payment Date, pursuant to terms agreed by the Defendants as to how to allocate that amount, and shall thereafter have no further obligation in connection with the Settlement Amount. If the Defendants fail to cause such amount to be paid for any reason, then this Stipulation shall be null and void.

3. Two (2) business days prior to the Payment Date, Plaintiff's Counsel shall deliver to Sirius XM a fully completed and properly executed Form W-9 by each of Plaintiff's Counsel together with the necessary information required for a wire transfer. No later than three (3) business days after the Payment Date, Sirius XM shall cause to be paid from the Settlement Amount to Plaintiff's Counsel the Attorneys' Fees and Expenses Award. Sirius XM's obligation to pay the Attorneys' Fees and Expenses Award is expressly conditioned on its receipt of such fully completed and properly executed Form W-9s.

4. Apart from the payment of the Settlement Amount in accordance with paragraph 2 above, no Released Defendant shall have any further obligation to Plaintiff, Plaintiff's Counsel or Sirius XM in connection with the Action, the Settlement or the Released Claims.

RELEASES

5. Upon the Effective Date, Sirius XM, Plaintiff, and each and every Sirius XM Stockholder derivatively on behalf of Sirius XM, and their respective agents, spouses, heirs, predecessors, successors, transferors, transferees, personal representatives, representatives and assigns, in their capacities as such only, by operation of this Stipulation and the Final Order and Judgment and to the fullest extent permitted by law, shall completely, fully, finally and forever release, relinquish, settle and discharge each and all of the Released Defendants from any and all of the Released Plaintiff's Claims, and shall forever be barred and enjoined from commencing, instituting or prosecuting any of the Released Plaintiff's Claims against the Released Defendants.

6. Upon the Effective Date, Defendants and their respective agents, spouses, heirs, predecessors, successors, transferors, transferees, personal representatives, representatives and assigns, in their capacities as such only, by operation of this Stipulation and the Final Order and Judgment and to the fullest extent permitted by law, shall completely, fully, finally, and forever release, relinquish, settle and discharge the Released Plaintiff from any and all of the Released Defendants' Claims, and shall forever be barred and enjoined from commencing, instituting or prosecuting any of the Released Defendants' Claims against the Released Plaintiff.

7. Notwithstanding anything else in the Final Order and Judgment or anything else in this Stipulation, nothing herein shall release, interfere with, limit, or bar the assertion by any Released Defendant of any claims or rights for insurance coverage under any insurance, reinsurance, or indemnity policy or any claims for advancement or indemnification from Sirius XM.

SCHEDULING ORDER; STAY OF PROCEEDINGS

8. Promptly after the execution of this Stipulation, the Parties shall jointly request entry of the Scheduling Order: (i) approving the form and manner of notice to Sirius XM Stockholders of the pendency of the Action, the Settlement, and their right to object; (ii) establishing the procedure and schedule for the Court's consideration of the Settlement, dismissal of the Action with prejudice, and Plaintiff's Counsel's application for an award of attorneys' fees and expenses; and (iii) staying all further proceedings in the Action except as may be necessary to implement the Settlement.

NOTICE

9. In accordance with the terms of the Scheduling Order to be entered by the Court, no later than five (5) business days after the date of entry of the Scheduling Order, Sirius XM shall: (a) file with the United States Securities and Exchange Commission a Current Report on Form 8-K briefly describing the Settlement, including a statement as to where stockholders can locate the

Stipulation and Notice; (b) include a notice of the Settlement in Sirius XM's third quarter earnings press release that is scheduled to be issued on October 31, 2019¹; (c) post a copy of the Stipulation and the Notice in the Investor Relations section of Sirius XM's corporate website, which documents shall remain posted on the website through the Effective Date of the Settlement; and (d) post notices regarding the Settlement on Sirius XM's Facebook page and Twitter account, substantively identical to the below:

Facebook Version:

We have recently reached an agreement to settle a stockholder derivative lawsuit. As part of the settlement approval process, the Court has directed us to provide the following link to the settlement notice and related information on the Investor Relations section of our website: <http://investor.siriusxm.com/investor-overview/> [ADD SPECIFIC ADDRESS FOR SETTLEMENT MATERIALS ONCE AVAILABLE]. Stockholders have the right to object to the settlement, and the deadline to do so is _____, 20__.

Twitter Version:

We have reached an agreement to settle a stockholder derivative lawsuit. The Court has directed us to provide this link to the settlement notice and related information: [ADD LINK]. Stockholders have the right to object to the settlement. The deadline to do so is _____.²

¹ The notice to be included in Sirius XM's third quarter earnings press release will be similar to the notice posted on Sirius XM's Facebook page, as provided below.

² The Twitter version is shorter because of Twitter's character limits.

10. Sirius XM will assume administrative responsibility for and will pay any costs and expenses related to publishing and disseminating the Notice in accordance with paragraph 9 above, as well as any costs and expenses related to the administration of the Settlement. Sirius XM shall be reimbursed for such costs and expenses from the Settlement Amount.

FINAL ORDER AND JUDGMENT; DISMISSAL OF THE ACTION

11. If the Court approves the Settlement at or following the Settlement Hearing, the Parties shall jointly and promptly request that the Court enter the Final Order and Judgment in the Action.

12. Upon entry of the Final Order and Judgment, the Action shall be dismissed in its entirety with prejudice, with Plaintiff, Defendants, and Sirius XM each to bear his, her or its own fees, costs and expenses, except as expressly provided in this Stipulation.

CONDITIONS OF SETTLEMENT AND TERMINATION

13. The Effective Date shall be deemed to occur on the occurrence or waiver in writing by all Parties of all of the following events:

- a. The Court has entered the Scheduling Order, substantially in the form attached hereto as **Exhibit C**, as required by paragraph 8;
- b. The Court has entered the Final Order and Judgment;
- c. The Final Order and Judgment becomes Final; and

d. The Action is dismissed with prejudice.

14. Each Defendant shall have the right to terminate the Settlement and this Stipulation as to all Parties by providing written notice of his, her, or its election to do so, through counsel, to all other Parties hereto within twenty (20) business days after: (a) the Court's refusal to enter the Scheduling Order; (b) the Court's refusal to issue an order approving the Settlement; (c) the Court's refusal to enter the Final Order and Judgment or to dismiss the Action with prejudice; or (d) the date upon which an order materially altering, vacating or reversing the Final Order and Judgment becomes Final.

15. In the event the Settlement is properly terminated pursuant to paragraph 14 above, then: this Stipulation and the Settlement (including the Releases given pursuant to the terms of this Stipulation) shall be cancelled and shall become null and void and of no force and effect, except as specifically provided herein; and the Parties shall be restored to their respective positions in the Action immediately prior to the execution of this Stipulation. In the event of such termination, this Stipulation shall not be used for any purpose in any proceeding before any court or tribunal and any judgments or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated *nunc pro tunc*.

ATTORNEYS' FEES AND EXPENSES

16. Plaintiff's Counsel intends to apply to the Court for an award of attorneys' fees and reimbursement of their litigation expenses to be paid solely from (and out of) the Settlement Amount, and from no other source in an amount not to exceed \$2,475,000 based upon the benefits provided to Sirius XM and the Sirius XM Stockholders from the Settlement and the prosecution of the Action. The Fee and Expense Application shall be the only petition for attorneys' fees and expenses allowed on behalf of Plaintiff, Plaintiff's Counsel, or counsel purporting to represent any other Sirius XM Stockholder in connection with the Action or the Settlement. Sirius XM reserves the right to object to the Fee and Expense Application.

17. The Attorneys' Fees and Expenses Award shall be paid to Plaintiff's Counsel in accordance with paragraph 3 above.

18. No Released Defendant shall have any responsibility or liability whatsoever with respect to the allocation of any Attorneys' Fees and Expenses Award among Plaintiff's Counsel, or any other counsel representing or purporting to represent Plaintiff or any other Sirius XM Stockholder or any other counsel asserting a right to recover any portion of the Attorneys' Fees and Expenses Award. Any dispute regarding any allocation of fees or expenses among Plaintiff's Counsel or any other counsel representing or purporting to represent Plaintiff or

any other Sirius XM Stockholder or any other counsel asserting a right to recover any portion of the Attorneys' Fees and Expenses Award shall have no effect on the Settlement.

19. No Released Defendant shall be liable for or obligated to pay any fees, expenses, costs, or disbursements, or to incur any expense on behalf of Plaintiff, Plaintiff's Counsel, any other counsel representing or purporting to represent Plaintiff or any other Sirius XM Stockholder, directly or indirectly, in connection with the Action, the Settlement or any Released Plaintiff's Claims or any other counsel asserting a right to recover any portion of the Attorneys' Fees and Expenses Award, except as expressly provided in paragraph 2 above.

20. It is not a condition of this Stipulation, the Settlement or the Final Order and Judgment that the Court award any attorneys' fees and/or expenses to Plaintiff's Counsel. In the event that the Court does not award attorneys' fees and/or expenses or makes an award in an amount that is less than the amount requested by Plaintiff's Counsel or is otherwise unsatisfactory to Plaintiff's Counsel, or in the event that an attorneys' fees and expense award is vacated or reduced on appeal, this Stipulation and the Settlement, including the effectiveness of the Releases and other obligations of the Parties under the Settlement, nevertheless shall remain in full force and effect.

21. If, after payment of the Attorneys' Fees and Expenses Award, the Attorneys' Fees and Expenses Award is reversed, vacated, or reduced by final non-appealable order, Plaintiff's Counsel shall, within ten (10) business days after receiving from Sirius XM's or Defendants' counsel or from a court of appropriate jurisdiction notice of any reduction of the Attorneys' Fees and Expenses Award by final non-appealable order, make appropriate refunds or repayments to Sirius XM.

COOPERATION

22. In addition to the actions specifically provided for in this Stipulation, the Parties agree to use their reasonable efforts from the date hereof to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable laws, regulations, or agreements, to consummate and make effective this Stipulation and the Settlement. The Parties and their attorneys agree to cooperate fully with one another in seeking the Court's approval of the Settlement and to use their reasonable efforts to effect the consummation of this Stipulation and the Settlement, including, but not limited to, resolving any objections raised with respect to the Settlement.

23. If, before the Court's approval of the Settlement becomes Final, any action was or is filed in any court asserting claims that are related to the subject matter of the Action, the Parties agree to take any and all necessary actions to prevent, stay or seek dismissal of such action, and to oppose entry of any interim or

final relief in any other litigation against any of the Parties that challenges the Settlement or otherwise involves a Released Claim (except that none of the Released Defendants need make any payment to Sirius XM for the benefit of Sirius XM in addition to the Settlement Amount).

STIPULATION NOT AN ADMISSION

24. Neither this Stipulation nor any act or omission in connection therewith is intended or shall be deemed to be a presumption, concession or admission by: (i) any of the Defendants or any of the Released Defendants as to the validity of any claims, causes of action or other issues that were, might be, or have been raised in the Action or in any other litigation, or to be evidence of or constitute an admission of wrongdoing or liability by any of them, and each of them expressly denies any such wrongdoing or liability; or (ii) Plaintiff as to the infirmity of any claim or the validity of any defense, or to the amount of any damages. The existence of this Stipulation, its contents or of any negotiations, statements or proceedings in connection therewith, shall not be offered or admitted in evidence or referred to, interpreted, construed, invoked or otherwise used by any Person for any purpose in the Action or otherwise, except as may be necessary to effectuate the Settlement. This provision shall remain in full force and effect in the event that the Settlement is terminated for any reason whatsoever. Notwithstanding the foregoing, any of the Released Persons may file this

Stipulation or any judgment or order of the Court related hereto in any other action that may be brought against them, in order to support any and all defenses or counterclaims based on res judicata, collateral estoppel, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

NO WAIVER

25. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions in this Stipulation by such other Party. All waivers must be in writing and signed by the party against whom the waiver is asserted.

26. No waiver, express or implied, by any Party of any breach or default in the performance by any other Party of its obligations under this Stipulation shall be deemed or construed to be a waiver of any other breach, whether prior, subsequent or contemporaneous, under this Stipulation.

AUTHORITY

27. This Stipulation will be executed by counsel to the Parties, each of which represents and warrants that he or she has been duly authorized and empowered to execute this Stipulation on behalf of such Party, and that it shall be binding on such Party in accordance with its terms.

SUCCESSORS AND ASSIGNS

28. This Stipulation is, and shall be, binding upon, and inure to the benefit of, the Parties and their respective agents, spouses, heirs, predecessors, successors, personal representatives, representatives and assigns; provided, however, that no Party shall assign or delegate its rights or responsibilities under this Stipulation without the prior written consent of the other Parties.

BREACH

29. The Parties agree that in the event of any breach of this Stipulation, all of the Parties' rights and remedies at law, equity or otherwise, are expressly reserved.

GOVERNING LAW AND FORUM

30. This Stipulation shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflict of laws principles. Any action relating to this Stipulation will be filed exclusively in the Court. Each Party: (i) consents to personal jurisdiction in any such action (but no

other action) brought in the Court; (ii) consents to service of process by registered mail upon such Party and/or such Party's agent; and (iii) waives any objection to venue in the Court and any claim that Delaware or the Court is an inconvenient forum.

REPRESENTATIONS AND WARRANTIES

31. Plaintiff and Plaintiff's Counsel represent and warrant that: (i) Plaintiff is a stockholder of Sirius XM and was a stockholder of Sirius XM at all relevant times for purposes of maintaining standing in the Action; (ii) none of the Released Plaintiff's Claims has been assigned, encumbered or in any manner transferred, in whole or in part, by Plaintiff or Plaintiff's Counsel; and (iii) neither Plaintiff nor Plaintiff's Counsel will attempt to assign, encumber or in any manner transfer, in whole or in part, any of the Released Plaintiff's Claims.

32. Each Party represents and warrants that the Party has made such investigation of the facts pertaining to the Settlement provided for in this Stipulation, and all of the matters pertaining thereto, and has been advised by counsel, as the Party deems necessary and advisable.

ENTIRE AGREEMENT

33. This Stipulation and the attached exhibits constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral or written agreements, understandings

or representations. All Parties agree that no representations, warranties or inducements have been made to any Party concerning this Stipulation or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents. All Parties further agree that they are not relying on any representations, warranties or covenants that are not expressly contained and memorialized in this Stipulation or its exhibits. All of the exhibits hereto are material and integral parts hereof and are fully incorporated herein by reference.

INTERPRETATION

34. This Stipulation will be deemed to have been mutually prepared by the Parties and will not be construed against any of them by reason of authorship.

35. Section and/or paragraph titles have been inserted for convenience only and will not be used in interpreting the terms of this Stipulation.

36. The terms and provisions of this Stipulation are intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights or remedies upon any other Person, except with respect to: (i) any attorneys' fees and expenses to be paid to Plaintiff's Counsel pursuant to the terms of this Stipulation; and (ii) the Released Persons who are not signatories hereto, who shall be third party beneficiaries under this Stipulation and entitled to enforce it in accordance

with its terms, but the consent of such third-party beneficiary shall not be required to amend, modify or terminate this Stipulation.

AMENDMENTS

37. This Stipulation may not be amended, changed, waived, discharged or terminated (except as explicitly provided herein), in whole or in part, except by an instrument in writing signed by counsel to all of the Parties to this Stipulation, on behalf of each such Party.

COUNTERPARTS

38. This Stipulation may be executed in any number of actual, telecopied or electronically mailed counterparts and by each of the different Parties on several counterparts, each of which when so executed and delivered will be an original. This Stipulation will become effective when the actual, telecopied or electronically mailed counterparts have been signed by each of the Parties to this Stipulation and delivered to the other Parties. The executed signature page(s) from each actual, telecopied or electronically mailed counterpart may be joined together and attached and will constitute one and the same instrument.

NOTICE TO PARTIES

39. If any Party is required to give notice to any other Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly

given upon receipt of hand or courier delivery, or facsimile transmission with confirmation of receipt. Notice shall be provided as follows:

If to Plaintiff Thomas V. Rux: Andrew S. Dupre
 McCarter & English, LLP
 405 N. King Street, 8th Floor
 Wilmington, Delaware 19801

If to Defendants James E. Meyer, Raymond J. DiCamillo
James F. Mooney, Carl E. Vogel, Richards Layton & Finger, P.A.
Vanessa A. Wittman, and David 920 N. King Street
Zaslav: Wilmington, Delaware 19801

If to Defendants Gregory B. Maffei, Peter J. Walsh, Jr.
John C. Malone, Liberty Media Potter Anderson & Corroon LLP
Corporation, David J.A. Flowers, and 1313 N. Market Street
Evan D. Malone: Wilmington, Delaware 19801

If to Nominal Defendant Sirius XM Daniel B. Rath
Holdings Inc.: Landis Rath & Cobb LLP
 919 N. Market Street # 1800
 Wilmington, Delaware 19801

IN WITNESS WHEREOF, the parties have caused this Stipulation to be executed by their duly authorized counsel, as of October 21, 2019.

McCARTER & ENGLISH, LLP

/s/ Alexandra M. Joyce

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Alexandra M. Joyce (#6423)
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**POTTER ANDERSON &
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/s/ Peter J. Walsh, Jr.

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RICHARDS, LAYTON & FINGER, P.A. LANDIS RATH & COBB LLP

/s/ Raymond J. DiCamillo

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Susan M. Hannigan (#5342)
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(302) 651-7700

/s/ Rebecca L. Butcher

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Attorneys for Nominal Defendant Sirius XM Holdings Inc.

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