

~~Bank~~
~~Person With~~

Sole Dispositive Power
Series A Common Stock: 31,114,344 (1),(2)
Series B Common Stock: 0

10. Shared Dispositive Power
Series A Common Stock: 504,840 (3)
Series B Common Stock: 0

11. Aggregate Amount Beneficially Owned by Each Reporting Person
Series A Common Stock: 31,619,184 (1),(2),(3)
Series B Common Stock: 0

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
Series A Common Stock: 7.8% (4)
Series B Common Stock: 0%

14. Type of Reporting Person (See Instructions)
IN

(1) Includes 1,313,853 shares of Series A Common Stock, \$0.01 par value (the "Series A Common Stock") of Quanta Services, Inc. ("Quanta")

Of the shares of Common Stock beneficially owned by Mr. Malone, as of June 4, 2021, 21,402 shares of Series A Common Stock are pledged to Fidelity Brokerage Services, LLC ("Fidelity"), 800,000 shares of Series A Common Stock are pledged to Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") and 376,260 shares of Series A Common Stock are pledged to Merrill Lynch in connection with margin loan facilities. In addition, as of June 4, 2021, 39 shares of 8.0% Series A Cumulative Redeemable Preferred Stock (the "Preferred Stock") of the Issuer are pledged to Fidelity, 722,367 shares of Preferred Stock are pledged to Merrill Lynch and 27,357 shares of Preferred Stock are pledged to Merrill Lynch in connection with margin loan facilities.

The information contained in Item 4 of this Statement is incorporated into this Item 6 by reference.

Item 7 of the Schedule 13D is hereby amended and restated in its entirety to read as follows:

7(a) Stock Exchange Agreement, dated June 3, 2021, among John C. Malone, Leslie A. Malone, The John C. Malone 1995 Revocable Trust, The Leslie A. Malone 1995 Revocable Trust, The Tracy M. Neal Trust A, The Evan D. Malone Trust A and Qurate Retail, Inc.

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After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

June 4, 2021

/s/ John C. Malone

John C. Malone

[Signature Page to JCM Amendment No. 8 to Qurate Retail, Inc.]

1.3 Conditions to the Closing

(a) The obligation of Qurate to effect the Exchange at the Closing shall be subject to the satisfaction or (to the extent legally permissible) waiver in writing by Qurate, prior to the Closing, of the following conditions: (i)no judgment, order, writ, award, preliminary or permanent injunction of decree of any Governmental Entity (as defined below) shall be in effect that prohibits, renders illegal or enjoins the consummation of the Exchange to be consummated at the Closing; (ii)the representations and warranties of the Malone Parties set forth in Section 2.1 shall be true and correct in all respects in each case as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date, except for those representations and warranties made as of a specified date, which shall be true and correct in all respects as of such date; (iii)each Malone Party shall have performed in all material respects all covenants required to be performed by it prior to or at the Closing; and (iv)each Malone Party shall have delivered to Qurate a certificate duly executed by such Malone Party that the conditions set forth in clauses (ii)and (iii)of this Section 1.3(a)have been satisfied.

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(b) The obligation of the Malone Parties to effect the Exchange at the Closing shall be subject to the satisfaction or (to the extent legally permissible) waiver in writing by each of the Malone Parties, prior to the Closing, of the following conditions: (i)no judgment, order, writ, award, preliminary or permanent injunction of decree of any Governmental Entity shall be in effect that prohibits, renders illegal or enjoins the consummation of the Exchange to be consummated at the Closing; (ii)the representations and warranties of Qurate set forth in Section 2.2 shall be true and correct in all respects in each case as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date, except for those representations and warranties made as of a specified date, which shall be true and correct in all respects as of such date; (iii)each Malone Party shall have performed in all material respects all covenants required to be performed by it prior to or at the Closing; and (iv)each Malone Party shall have delivered to Qurate a certificate duly executed by such Malone Party that the conditions set forth in clauses (ii)and (iii)of this Section 1.3(b)have been satisfied.

(b) *Trust Beneficiaries.* With respect to such Malone Party if it is a Trust, no beneficiary, grantee or appointee of such Trust will have any right, claim, action, suit or complaint, whether based in contract, tort or breach of fiduciary or similar duty, against such Trust as a result of the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

(i) *Investment Representations.* Such Malone Party is a sophisticated investor and an accredited investor (as defined in Rule 501(a) of Regulation D promulgated under the Securities Act), with sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of the Exchange and the other transactions contemplated hereby, and such Malone Party acknowledges that the offer and sale of any Issued Shares hereunder have not been registered under the Securities Act or applicable state securities Laws and that such Issued Shares may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of without registration under the Securities Act, except pursuant to an exemption from such registration available under the Securities Act.

2.2 Representations and Warranties of Qurate. Qurate hereby represents and warrants to each Malone Party as follows:

(a) *Existence and Power.* Qurate is duly organized, validly existing and in good standing under the Laws of the State of Delaware, and has full power and authority to carry on its business as now conducted and to own its assets, except where the failure to have such power and authority would not, either individually or in the aggregate, have a material adverse effect on Qurate's ability to consummate the transactions contemplated hereby.

(b) *Authority.* Qurate has all necessary power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) *Due Execution.* This Agreement has been duly and validly executed and delivered by Qurate and, assuming the due execution and delivery hereof by each of the other Exchange Parties, is a valid and binding obligation of Qurate, enforceable against Qurate in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer and other similar Federal, state or local laws.

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

Steven D. Miller
Sherman & Howard L.L.C.
633 Seventeenth Street
Suite 3000
Denver, CO 80202
E-mail: [Separately provided] ? 5

If to Qurate:

Qurate Retail, Inc.
12300 Liberty Boulevard
Englewood, CO 80112
Attention: Chief Legal Officer
E-mail: [Separately provided]

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

Baker Botts L.L.P.
2001 Ross Avenue
Suite 900
Dallas, Texas 75201-2980
Attention: Samantha H. Crispin
E-mail: [Separately provided]

4.3 Governing Law; Jurisdiction. All disputes, claims or controversies arising out of or relating to this Agreement, or the ne

Qurate, unless expressly authorized by a majority of the directors constituting the Independent Committee.

4.11 Waivers. Any of the terms or conditions of this Agreement may be waived at any time by the Exchange Party, or the Exchange Parties, entitled to the benefit thereof, but only (a) by a writing signed by the Exchange Party, or Exchange Parties, waiving such terms or conditions and (b) if Qurate is the party waiving such terms or conditions, upon the express authorization of by a majority of the directors constituting the Independent Committee.

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4.12 Expenses. Each of Qurate, on the one hand, and each of the Malone Parties, on the other hand, hereby acknowledge and agree that he, she or it shall bear his, her or its own costs and expenses associated with the preparation, negotiation, execution and delivery of this Agreement, and the performance or consummation of the transactions contemplated hereby, whether incurred prior to the date hereof or in the future.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, each of the Exchange Parties has executed this Agreement as of the date first written above.

/s/ John C. Malone

/s/ Leslie A. Malone

[Stock Exchange Agreement (Malone)]

By: /s/ John C. Malone

Name: John C. Malone

Title: Trustee

By: /s/ John C. Malone

Name: John C. Malone

Title: Trustee

By: /s/ David Thomas III

Name: David Thomas III

Title: Trustee

By: /s/ David Thomas III

Name: David Thomas III

Title: Trustee

[Stock Exchange Agreement (Malone)]

By: /s/ Renee L. Wilm

Name: Renee L. Wilm

