

---

---

# SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

## SCHEDULE 13D/A

Under the Securities Exchange Act of 1934  
(Amendment No. 5)\*

### QURATE RETAIL, INC.

(Name of Issuer)

Series A Common Stock, par value \$.01 per share

Series B Common Stock, par value \$.01 per share

(Title of Class of Securities)

Series A Common Stock: 74915M100

Series B Common Stock: 74915M209

(CUSIP Numbers)

Gregory B. Maffei

c/o Qurate Retail, Inc.

12300 Liberty Boulevard

Englewood, Colorado 80112

(720) 875-5300

(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

June 3, 2021

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box

**Note.** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

---

---

#### CUSIP No.

Series A Common Stock: 74915M100

Series B Common Stock: 74915M209

1	Names of Reporting Persons I.R.S. Identification Nos. of Above Persons (Entities Only) <b>Gregory B. Maffei</b>
2	Check the Appropriate Box if a Member of a Group (See Instructions)
	(a) <input type="checkbox"/>
	(b) <input type="checkbox"/>
3	SEC Use Only
4	Source of Funds (See Instructions) <b>OO</b>
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or Place of Organization <b>U.S.</b>
7	Sole Voting Power Series A Common Stock: 366,819 (1), (2), (3), (4) Series B Common Stock: 9,064,031 (2), (4)
8	Shared Voting Power Series A Common Stock: 0 Series B Common Stock: 0
9	Sole Dispositive Power Series A Common Stock: 366,819 (1), (2), (3) Series B Common Stock: 9,064,031 (2)

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting Person  
With



**Item 4. Purpose of Transaction.**

The in

---

---

---

---



**STOCK EXCHANGE AGREEMENT**

This Agreement, dated as of June 3, 2021 (the "Effective Date"), is entered into by and between Gregory B. Maffei (Mr. Maffei

---

---

deemed to occur simultaneously as of the Subsequent Closing.

(c) At each Closing, (i) Mr. Maffei shall deliver or cause to be delivered to Qurate (x) evidence reasonably satisfactory to Qurate that irrevocable instructions have been given for the applicable shares of Series A Common Stock being exchanged by Mr. Maffei at such Closing to be deposited by book entry transfer to the account of Qurate maintained with Qurate's transfer agent, and (y) an executed Internal Revenue Service Form W-9 (or an rc) U

---

---

Agreement, or (C) seeks to prevent, enjoin, alter, materially impede or materially delay the applicable Closing or would otherwise reasonably be expected to, individually or in the aggregate with any other such Procr rwi

---

---



3.4 Transfer Restriction. Mr. Maffei shall not directly or indirectly assign, transfer or otherwise convey to any Controlled Affiliate of Mr. Maffei any Voting Securities (or any direct or indirect rights or options to acquire any such Voting Securities) beneficially owned by Mr. Maffei unless such Controlled Affiliate has executed and delivered to Qurate an agreement (such agreement, a "CA Agreement") by such Controlled Affiliate (a) to be bound by and comply with Sections 3.1, 3.2 and 3.5 and Section 4 of this Agreement and (b) not to transfer any such Voting Securities (or any direct or indirect rights or options to acquire any such Voting Securities) to any other Controlled Affiliate of Mr. Maffei unless such other Controlled Affiliate itself also executes a CA Agreement.

3.5 Further Assurances. If, subsequent to the applicable Closing Date, further documents are reasonably requested by either Exchange Party in order to carry out the provisions and purposes of this Agreement, the Exchange Parties shall execute and deliver such further documents.

SECTION 4. MISCELLANEOUS

4.1 Definitions. The following terms shall have the meanings ascribed to them below for purposes of this Agreement:

(a) "Affiliate" of a Person has the meaning set forth in Rule 12b-2 under the Exchange Act. Notwithstanding anything to the contrary in this Agreement, none of the Liberty Entities (or any of their respective officers or directors) shall be deemed to be an Affiliate of Mr. Maffei for purposes of this Agreement.

(b) "Agreement" means this Stock Exchange Agreement, as amended, modified or supplemented from time to time, in accordance with the terms hereof, together with any exhibitse, inc )n )n )n )n )n )n )n )n )n )U



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 negotiation, validity or performance of this Agreement, or the transactions contemplated hereby (including, but not limited to, all contract and tort claims) shall be governed by and construed in accordance with the Laws of the State of Delaware without regard to its rules of conflict of laws. Each of the Exchange Parties irrevocably submits and consents to the exclusive jurisdiction of the Delaware Court of Chancery, or, if the Delaware Court of Chancery does not have subject matter jurisdiction, the other state courts of the State of Delaware, or the United States District Court for any district within such state, for the purpose of any action or judgment relating to or arising out of this Agreement or any of the transactions contemplated hereby and to the laying of venue in such court. Service of process in connection with any such action may be served on each Exchange Party b~tm the e

---

---

---

**QURATE RETAIL, INC.**

By: /s/ Renee L. Wilm

Name: Renee L. Wilm

Title: Chief Legal Officer and  
Chief Administrative Officer

[Stock Exchange Agreement (Maffei)]

**EXHIBIT A**

**Subsequent Exchange**

<b>Maximum Number of Shares of Series A Common Stock Eligible for Subsequent Exchange</b>	<b>Period Exchangeable</b>
Up to that number of shares of Series A Common Stock actually received by Mr. Maffei upon vesting of the Performance-Based Restricted Stock Units with respect to shares of Series A Common Stock granted to Mr. Maffei on March 10, 2021 (the " <u>PRSU Award</u> ")	The period beginning on the date on which the PRSU Award vests, in full or in part, and continuing for six months thereafter.