

## DEED OF IRREVOCABLE UNDERTAKING

To: Mediahuis NV  
Katwilgweg 2  
2050 Antwerp  
Belgium  
(“**Mediahuis**”)

30 April 2019

Dear Sirs

### ACQUISITION OF INDEPENDENT NEWS & MEDIA PLC BY MEDIAHUIS

I refer to the proposed acquisition of Independent News & Media plc (the “**Company**”) by Mediahuis. Under the proposed transaction, Mediahuis will acquire the entire issued and to be issued share capital of the Company (the “**Transaction**”) substantially on the terms and subject to the conditions set out in the draft Rule 2.5 announcement attached as Annex A to this Undertaking (the “**Rule 2.5 Announcement**”) and on such additional terms and subject to such additional conditions as may be required to comply with any Applicable Requirements (as defined in paragraph 13, below).

I understand that the Transaction is proposed to be implemented by way of the Scheme (as defined in paragraph 13, below) and that it is proposed that the terms of the Scheme will be contained in a document prepared and issued by the Company that would be a scheme circular for the purpose of the Irish Takeover Panel Act 1997, Takeover Rules, 2013 (the “**Scheme Document**”).

This Undertaking sets out the terms and conditions on which I will vote (or procure that any nominee holding any shares in the Company of which I am the beneficiary (the “**Nominee**”) will vote) in favour of the Transaction and the Scheme.

#### 1. **Shareholdings**

I represent and warrant to you that:

- 1.1 I do not have any interest (as defined in the Rules) in any shares of the Company or any right to subscribe for, purchase, convert into, exchange or exercise for or otherwise acquire or call for delivery of any such shares; and
- 1.2 I have full power and authority, and the right (free from any legal or other restrictions), and will at all times continue to have all relevant power and authority and the right, to enter into and perform the Obligations.

#### 2. **Dealings and undertakings**

- 2.1 I undertake to you that (other than in connection with the Scheme) before this Undertaking lapses in accordance with paragraph 10, I shall not directly or indirectly:
  - (a) sell, transfer, assign, tender in any tender or exchange offer, dispose of, charge, pledge or otherwise encumber or grant any option or award or other

right over or otherwise deal with any Future Company Shares or any interest in any of them (whether conditionally or unconditionally);

- (b) vote in favour of any resolution to approve an acquisition of any shares in the Company by any person other than Mediahuis, or any other transaction which is proposed by any person other than Mediahuis which relates to the shares of the Company or which could otherwise hinder or impede the implementation of the Scheme;
  - (c) deposit any Future Company Shares into a voting trust or enter into a voting agreement or arrangement or grant any proxy or power of attorney with respect thereto that is inconsistent with this Undertaking;
  - (d) accept or give any undertaking to accept any offer made or proposed to be made in respect of any shares in the Company by any person other than Mediahuis; or
  - (e) enter into any agreement or arrangement (whether or not legally binding) with any person, whether conditionally or unconditionally, or give any indication of intent which is in any way inconsistent with this paragraph 2.1.
- 2.2 I further undertake to you that I shall not, directly or indirectly, until this Undertaking lapses in accordance with paragraph 10 below, acquire any interests (as defined in the Rules) or otherwise deal or undertake any dealing (also as defined in the Rules) in any relevant securities (also as defined in the Rules) of the Company.
- 2.3 Notwithstanding anything in this Undertaking to the contrary: (i) I am not a party to this Undertaking in any capacity other than in my capacity as a potential beneficial owner of any Future Company Shares and am not a party to this Undertaking in my capacity as a director, officer, employee and / or fiduciary of the Company or any of the Company's subsidiaries; and (ii) nothing herein will be construed to limit, require or affect any action or inaction by me acting in my capacity as a director, officer, employee and / or fiduciary of the Company or any of its subsidiaries.

### 3. **Undertaking to vote in favour of the Scheme**

I undertake to you that:

- 3.1 I shall (unless Mediahuis otherwise requests in writing in advance) exercise, or (as appropriate) procure the exercise of, all voting rights attaching to any Future Company Shares to vote in favour of all resolutions to approve the Transaction, the Scheme, and any related matters, proposed at any general or class meeting of the Company in connection with the Scheme (“**EGM**”) and any meeting or class meeting of the Company convened pursuant to section 450 of the Act to approve the Scheme (a “**Scheme Meeting**”), or at any adjournment of any such meeting (all such resolutions collectively, the “**Scheme Resolutions**”);
- 3.2 I shall execute, or (as appropriate) procure the execution of, any forms of proxy in respect of any Future Company Shares required by Mediahuis validly appointing the Chairman of the meeting or any person nominated by Mediahuis to attend and vote at any EGM and/or Scheme Meeting (or any adjournment thereof) in respect of the Scheme Resolutions, and shall ensure that any such executed forms of proxy are received by the Company's registrars not later than 3:00 p.m. (Irish Time) on the seventh day after the Company sends the Scheme Document to the Company's shareholders (or within five days of acquiring an interest in such shares, if later, in

any event prior to applicable deadline for submitting a form of proxy for use at the EGM and Scheme Meeting); and

- 3.3 I shall not revoke (or seek to cause the revocation of) the terms of any proxy submitted in accordance with paragraph 3.2, either in writing or by attendance at any EGM or Scheme Meeting (or any adjournment thereof) or otherwise.

#### 4. **Voting Rights**

- 4.1 From the time Mediahuis and the Company issue the Rule 2.5 Announcement to the time this Undertaking lapses in accordance with paragraph 10:

- (a) I shall exercise (and procure the exercise of ) the voting rights attached to any Future Company Shares on a Relevant Resolution (as defined in paragraph 4.2) only in accordance with Mediahuis's directions;
- (b) I shall exercise (and procure the exercise of) the rights attaching to any Future Company Shares to requisition or join in requisitioning any general or class meeting of the Company pursuant to section 178 of the Act for the purposes of considering a Relevant Resolution only in accordance with Mediahuis's directions; and
- (c) for the purpose of voting on a Relevant Resolution, I shall execute (and procure the execution of) any form of proxy required by Mediahuis appointing any person nominated by Mediahuis to attend and vote at the relevant general or class meeting of the Company (or any adjournment thereof).

- 4.2 A "**Relevant Resolution**" means:

- (a) any Scheme Resolution;
- (b) any other resolution (whether or not amended) proposed at a general or class meeting of the Company, or at an adjourned meeting, the passing of which is necessary or desirable to implement the Scheme or which, if passed, might result in any condition of the Scheme not being fulfilled or which might impede or frustrate the Scheme in any way (including, for the avoidance of doubt, any resolution to approve any scheme of arrangement in relation to the Company which is proposed by a person other than Mediahuis);
- (c) a resolution to adjourn a general or class meeting of the Company whose business includes the consideration of a resolution falling within paragraph 4.2(a); and
- (d) a resolution to amend a resolution falling within paragraph 4.2(a) or paragraph 4.2(c).

#### 5. **Documentation**

- 5.1 I consent to:

- (a) this Undertaking being disclosed to the Panel;
- (b) the inclusion of references to me and particulars of this Undertaking and my holdings of relevant securities of the Company being included in the Rule 2.5 Announcement, a draft of which is attached to this Undertaking, and any Scheme Document, and any other announcement made, or document issued,

by or on behalf of the Company and/or Mediahuis in connection with the Transaction; and

(c) this Undertaking being available for inspection as required by the Rules.

5.2 I shall promptly give you all information and any assistance as you may reasonably require for the preparation of the Rule 2.5 Announcement, any Scheme Document and any other announcement to be made, or document to be issued, by or on behalf of Mediahuis or the Company in connection with the Transaction in order to comply with the requirements of the Rules, the Panel, the Irish High Court or any other legal or regulatory requirement or body. I shall immediately notify you in writing of any change in the accuracy or impact of any information previously given to you.

## 6. Confidentiality

I shall keep the possibility, terms and conditions of the Transaction and the existence of this Undertaking confidential until the Rule 2.5 Announcement is released, provided that I may disclose the same to the Company and its advisers in which case I shall procure that they observe confidentiality in the same terms. The Obligations in this paragraph shall survive termination or lapse of this Undertaking.

## 7. Implementation by way of takeover offer

7.1 I acknowledge that Mediahuis shall have (in accordance with the terms of the Transaction Agreement (as defined in the Rule 2.5 Announcement)) the right and may elect at any time (with the consent of the Panel and whether or not the Scheme Document has then been despatched) to implement the Transaction by way of a takeover offer (the “Offer”), as opposed to by way of a Scheme, provided that:

(a) Mediahuis has made that election in accordance with the terms of the Transaction Agreement (as defined in the Rule 2.5 Announcement); and

(b) such takeover offer is made on terms at least as favourable in the aggregate as the terms of the Scheme (except in relation to the acceptance condition which will be set at 90% of the shares to which such offer relates or such lesser percentage as Mediahuis may, with the consent of the Panel (if required), decide),

7.2 If such an Offer is made by Mediahuis, I undertake and warrant that, notwithstanding any other provision of this Undertaking, any undertakings, agreements, warranties, appointments, consents and waivers in this Undertaking shall apply mutatis mutandis to such Offer and, in particular, I undertake to accept, or procure the acceptance of, such Offer, in respect of any Future Company Shares. I further undertake, if so required by Mediahuis, to execute or procure the execution of all such other documents as may be necessary for the purpose of giving Mediahuis the full benefit of the undertakings herein with respect to such offer.

7.3 References in this Undertaking to:

(a) the Scheme becoming effective shall be read as references to the Offer becoming or being declared unconditional in all respects;

(b) the Scheme lapsing or being withdrawn shall be read as references to the closing or lapsing of the Offer; and

(c) to the Scheme Document shall be read as references to the Offer Document.

8. **Time of the Essence**

Any time, date or period mentioned in this Undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

9. **The Transaction**

I acknowledge that the release of the Rule 2.5 Announcement is at Mediahuis's absolute discretion.

10. **Lapse of undertaking**

10.1 This Undertaking shall lapse on the date on which the Scheme becomes effective or prior to that date if:

- (a) the Rule 2.5 Announcement is not released by or on 30 April 2019 or such later date as Mediahuis and the Company may agree; or
- (b) the Transaction Agreement (as defined in the Rule 2.5 Announcement) is terminated in accordance with its terms.

10.2 If this Undertaking lapses, I shall have no claim against Mediahuis.

11. **Governing Law**

This Undertaking shall be governed by and construed in accordance with the laws of Ireland and I agree that the courts of Ireland are to have exclusive jurisdiction to hear and determine any suit, action or proceedings that may arise out of or in connection with this Undertaking and, for such purposes, I irrevocably submit to the jurisdiction of such courts.

12. **Specific performance**

Without prejudice to any other rights or remedies which you may have, I acknowledge and agree that damages may not be an adequate remedy for any breach by me of any of the Obligations and you shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any of the Obligations and no proof of special damages shall be necessary for the enforcement by you of your rights.

13. **Interpretation**

In this Undertaking:

“**Act**” means the Companies Act 2014, all enactments which are to be read as one with, or construed or read together with the Companies Act 2014 and every statutory modification and re-enactment thereof for the time being in force;

“**Applicable Requirements**” means the requirements of the Act, the Irish Takeover Panel Act 1997 (as amended), the Rules, the European Communities (Takeover Bids (Directive 2004/25/EC)) Regulations 2006, as amended, the requirements of any other applicable law or regulation or the requirements of any court or governmental or regulatory authority;

“**Future Company Shares**” means (i) any shares in the capital of the Company in respect of which I acquire an interest and in respect of which I am entitled to exercise, or direct the manner of exercise of, the voting of such shares and (ii) any other shares in the capital of the Company that are attributable to or derived from any such shares mentioned in limb (i) of this definition;

“**interest**” and “**interested**” have the meanings given to those terms in the Rules;

“**Obligations**” means my undertakings, agreements, warranties, appointments, consents and waivers set out in this Undertaking;

“**offer period**” has the meaning given to that term in the Rules; “**relevant securities**” has the meaning given to that term in the Rules;

“**Rules**” means The Irish Takeover Panel Act 1997, Takeover Rules 2013 (as amended); “**this Undertaking**” means this deed of irrevocable undertaking; and

“**Scheme**” means the proposed Scheme of Arrangement under Chapter 1 of Part 9 of the Act and the related capital reduction of the Company under sections 84 and 85 of the Act to effect the Transaction, on the terms (including the conditions) and for the consideration set out in the Rule 2.5 Announcement and on such other terms and in such form not being inconsistent therewith as the Parties mutually agree in writing, including any revision hereof as may be so agreed between the Parties.

#### 14. **Assignment**

Mediahuis may assign all rights and obligations under this Undertaking to any other body corporate under the same ultimate ownership as Mediahuis.

#### 15. **Power of Attorney**

15.1 In order to secure the performance of the Obligations, I irrevocably appoint individually or collectively each and every one of the directors of Mediahuis (each, an “**Attorney**”) to be my attorney in my name and on my behalf to execute any form or forms of acceptance and/or such other documents and do such other acts or things (if any) as may be reasonably necessary to accept and/or vote in favour of the Scheme and/or to otherwise satisfy the Obligations in respect of my Future Company Shares.

15.2 The power of attorney granted under this paragraph 15 shall at any time take effect as if it had individually named the persons who are at that time directors of Mediahuis.

15.3 Any action authorised under this power of attorney may be taken by any Attorney acting alone.

15.4 I irrevocably undertake to ratify any such act committed in exercise of this power, if called upon to do so.

#### 16. **Acknowledgments and undertaking**

16.1 I hereby accept and acknowledge that I have not entered into this Undertaking relying on any statement or representation, whether or not made by Mediahuis (or any of its respective directors, officers, employees or agents) or any other person and that nothing in this Undertaking obliges Mediahuis to announce or proceed with the Scheme or despatch the Scheme Document in the event that it is not required to do so by the Rules.

16.2 I undertake to take all such actions in respect of the Nominee as are necessary to give Mediahuis the full benefit of this Undertaking. References in this Undertaking to Obligations on my part shall be construed to include obligations, wherever relevant, to procure that equivalent actions be taken by the Nominee.

IN WITNESS whereof this Deed has been duly executed and delivered as a deed poll on the date shown at the beginning of this document.

**SIGNED and DELIVERED** as a **DEED**  
by **KAREN MARSH**  
in the presence of:

  
\_\_\_\_\_  
**KAREN MARSH**

Witness Signature: 

Witness Name: RONALD CHEWELL

Witness Address: GROUND FLR., 6  
DORSAWAY RD, LONDON, W14

Witness Occupation: RETIRED ACTOR

**ANNEX A**

**Rule 2.5 Announcement**



**NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION IN WHOLE OR IN PART IN, INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OR REGULATIONS OF THAT JURISDICTION**

**THIS ANNOUNCEMENT IS BEING MADE PURSUANT TO RULE 2.5 OF THE IRISH TAKEOVER RULES**

**THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION**

**FOR IMMEDIATE RELEASE**

**30 APRIL 2019**

**RECOMMENDED CASH OFFER**

**for**

**INDEPENDENT NEWS & MEDIA PLC**

**by**

**MEDIAHUIS NV**

**TO BE IMPLEMENTED BY WAY OF A SCHEME OF ARRANGEMENT UNDER CHAPTER 1 OF PART 9 OF THE COMPANIES ACT 2014**

**Summary**

- Mediahuis NV (“**Mediahuis**”) and Independent News & Media PLC (“**INM**”) are pleased to announce that they have reached agreement on the terms of a cash offer by Mediahuis, unanimously recommended by the Board of INM, pursuant to which Mediahuis will acquire the entire issued and to be issued share capital of INM.
- Under the terms of the Acquisition, INM Shareholders will be entitled to receive:
  - for each INM Ordinary Share 10.5 cent in cash**
- The Acquisition values the entire issued and to be issued ordinary share capital of INM at approximately **€145.6 million**.
- The Acquisition represents a premium of approximately:
  - 44% to INM’s Closing Price of 7.28 cent on 3 April 2019 (being the last Business Day prior to the Rule 2.4 Announcement by INM on 4 April 2019);
  - 63% to INM’s volume weighted average share price of approximately 6.43 cent over the 30 trading day period ending on 3 April 2019; and
  - 70% to INM’s volume weighted average share price of approximately 6.17 cent over the 90 trading day period ending on 3 April 2019.

- Commenting on the Acquisition, Gert Ysebaert, CEO of Mediahuis, said:
 

“As a private European media group with a strong portfolio of news media and digital brands, Mediahuis is optimally positioned to facilitate the continued development of INM as a leading Irish media company. We believe that there is a clear rationale for the acquisition and that INM will thrive under Mediahuis’ ownership. Furthermore, Mediahuis can contribute the relevant experience, skills and resources to invest in INM’s brands and significantly enhance its operational and digital capabilities. Underpinned by our unreserved belief in independent and quality journalism, we are optimistic about the combination of Mediahuis and INM and its potential contribution to the Irish media landscape.”
- Commenting on the Acquisition, Murdoch MacLennan, Chairman of INM said:
 

“We are pleased to be announcing this transaction today and believe it represents an excellent outcome for both the company and its shareholders. The offer from Mediahuis represents a compelling opportunity for shareholders to realise cash for their shareholding in INM, at a price which fairly reflects the company’s performance and standalone prospects. INM has a proud and illustrious history stretching back to the start of the twentieth century and the INM Board believes that this offer from Mediahuis, if approved, will herald an exciting new chapter for our employees, readership and customers. Mediahuis already has a strong track record in newspaper and digital media development in Europe, which we feel will provide INM with the best opportunity to achieve its strategic objectives, while continuing to enable it to deliver journalism of the highest quality to the island of Ireland and our readers abroad.”
- It is intended that the Acquisition will be implemented by means of a High Court sanctioned scheme of arrangement under Chapter 1 of Part 9 of the Act (or, if Mediahuis elects, subject to the terms of the Transaction Agreement and with the consent of the Panel, a Takeover Offer).
- The posting of the Scheme Document (or making of the Takeover Offer, if applicable) is subject to the satisfaction (or waiver by Mediahuis) of the Pre-Conditions set out in Appendix IV, being:
  - the receipt by Mediahuis of an irrevocable undertaking to vote in favour of each of the Resolutions required to implement the Acquisition in respect of 414,322,191 INM Ordinary Shares from Denis O’Brien not later than 5:00 pm (Irish time) today; and
  - the receipt by Mediahuis of an irrevocable undertaking to vote in favour of each of the Resolutions required to implement the Acquisition in respect of 207,982,106 INM Ordinary Shares from Dermot Desmond not later than 5:00 pm (Irish time) today.
- If the Pre-Conditions are satisfied, and together with the irrevocable undertakings given by INM’s Directors, Mediahuis will have received irrevocable undertakings to vote in favour of each of the Resolutions required to implement the Acquisition in respect of approximately 44.90% of the issued share capital (excluding treasury shares) of INM.
- In addition, completion of the Acquisition is conditional on, among other things, (i) the approval by INM Shareholders of the Scheme Meeting Resolution and the EGM Resolutions; (ii) the sanction of the Scheme and the confirmation of the Reduction of Capital, by the High Court; and (iii) receipt of required regulatory and other necessary approvals.
- Having taken into account the relevant factors and applicable risks, the INM Board, which has been so advised by Lazard, as financial adviser to INM, considers the terms of the Acquisition as set out in this Announcement to be fair and reasonable. In providing its advice to the INM Board, Lazard has taken into account the commercial assessments of the INM Directors. Accordingly the INM Board unanimously

recommends that INM Shareholders vote in favour of the Acquisition and all of the Resolutions, as they intend to do in respect of their own beneficial holdings of, in aggregate, 288,841 INM Ordinary Shares.

- Subject to the satisfaction (or waiver by Mediahuis) of the Pre-Conditions set out in Appendix IV of this Announcement, the Scheme Document, which will contain, amongst other things, further information about the Acquisition, notices convening the Scheme Meeting and the Extraordinary General Meeting, the expected timetable for Completion and action to be taken by INM Shareholders, will be published as soon as practicable and, in any event, (save with the consent of the Panel) within 28 days of this Announcement. It is anticipated that the Scheme will, subject to obtaining the necessary regulatory approvals, be declared effective in the third quarter of 2019.

### **About Mediahuis NV**

Mediahuis is a private European media group with a strong portfolio of news media and digital brands. Mediahuis was founded in 2013 through the combination of the media assets of two long established Belgian publishers, Mediahuis Partners (formerly Corelio) and Concentra. Since 2013, Mediahuis has grown rapidly through acquisitions to become a leading media player in both Belgium and the Netherlands. It currently employs more than 3,200 people, delivering a turnover of €819 million in 2018. As a publisher, Mediahuis believes unreservedly in independent and quality journalism, as well as in strong and relevant media that makes a positive contribution to people and society. Mediahuis' offices are located in Antwerp (BE), Brussels (BE), Hasselt (BE), Amsterdam (NL), and Sittard (NL).

In the Netherlands, the group operates, amongst others the news brands De Telegraaf, NRC Handelsblad, NRC Next, De Limburger and Noordhollands Dagblad, and achieves sales of almost 900,000 newspapers daily. With news brands such as De Standaard, Het Nieuwsblad, Gazet van Antwerpen and Het Belang van Limburg, Mediahuis sells approximately 500,000 newspapers in Belgium daily.

Mediahuis has, in recent years, made significant progress in terms of the digital transformation of its news brands. The Mediahuis Group is committed to accelerating the digitalisation of its news brands without compromising the print editions of its strong portfolio of news titles. Mediahuis successfully implements pay walls and digital subscription services across its news sites and remains focussed on optimising customer experience through innovative journalism, which results in continued growth in digital subscriptions and enhanced reader relationships.

Mediahuis also operates several significant classifieds platforms in Belgium and the Netherlands, such as Jobat, Jellow, Zimmo, Vroom, Gaspedaal and GroupDeal. The Group is active in the Belgian radio market through the recently launched radio station NRJ and the Nostalgie radio station, which reaches 430,000 listeners in Flanders daily and is the market leader in the French-speaking part of Belgium. Mediahuis also operates a series of regional TV channels.

### **About INM plc**

INM is a leading newspaper and online publisher on the island of Ireland, as well as being the largest wholesale distributor of newspapers and magazines. Headquartered in Dublin, Ireland, INM employs approximately 800 people and achieved revenues of €191 million in the 2018 financial year.

INM publishes a number of widely-recognised titles, including the Irish Independent, Sunday Independent, The Herald, Sunday World, Belfast Telegraph, Sunday Life and The Star. It also publishes twelve weekly regional newspapers, which include the Drogheda Independent, Wexford People, The Kerryman and The Sligo Champion. INM also has an online presence, led by independent.ie and belfasttelegraph.co.uk, which complements its national and regional newspaper titles. INM's titles sell over 1 million copies per week and reach 2.1 million readers per week across print and online.

In addition, INM has expanded its offering to include a number of classified websites, featuring job, property and motor among its categories.

**This summary should be read in conjunction with the full text of the following Announcement and its appendices.**

The Pre-Conditions to the posting of the Scheme Document (or the making of the Takeover Offer, if applicable) are set out in Appendix IV of this Announcement. The Conditions to, and certain further terms of, the Acquisition are set out in Appendix III to this Announcement and the Acquisition is subject to further terms to be set out in the Scheme Document. Appendix I to this Announcement contains certain sources of information and bases of calculation contained in this Announcement. Certain terms used in this Announcement are defined in Appendix II to this Announcement.

This Announcement contains inside information and has been issued pursuant to Article 2.1(b) of Commission Implementing Regulation (EU) 2016/1055. The date and time of this Announcement is the same as the date and time that it has been communicated to the media.

**Enquiries:**

**INM**

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**Mediahuis**

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**Statements required by the Takeover Rules**

The Mediahuis Directors accept responsibility for the information contained in this Announcement other than that relating to INM, the INM Group and the INM Directors and members of their immediate families, related trusts and persons connected with them. To the best of the knowledge and belief of the Mediahuis Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Announcement for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

The INM Directors accept responsibility for the information contained in this Announcement relating to INM, the INM Group and the INM Directors and members of their immediate families, related trusts and persons connected with them. To the best of the knowledge and belief of the INM Directors (who have taken all reasonable care to ensure such is the case), the information contained in this Announcement for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

J.P. Morgan Securities plc, which is authorised in the United Kingdom by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority, is acting as financial adviser exclusively for Mediahuis and no one else in connection with the Acquisition and will not regard any other person as its client in relation to the Acquisition and will not be responsible to anyone other than Mediahuis for providing the protections afforded to clients of J.P. Morgan or its affiliates, nor for providing advice in relation to the Acquisition or any other matters referred to herein.

Lazard & Co., Limited, which is authorised and regulated by the FCA, is acting as financial adviser to INM and no one else in connection with the Acquisition and will not be responsible to anyone other than INM for providing the protections afforded to clients of Lazard & Co., Limited nor for providing advice in connection with the Acquisition or the other matters referred to herein. Neither Lazard & Co., Limited nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Lazard & Co., Limited in connection with the Acquisition, this Announcement, any statement contained herein or otherwise.

Davy, which is authorised and regulated by the Central Bank of Ireland, is acting exclusively for INM and no one else in connection with the matters referred to in this Announcement and will not be responsible to anyone other than INM for providing the protections afforded to clients of Davy, or for providing advice in connection with the matters referred to in this Announcement.

Arthur Cox are acting as legal advisers to Mediahuis and Matheson are acting as legal advisers to INM.

This Announcement is for information purposes only and is not intended to, and does not, constitute or form any part of any offer or invitation, or the solicitation of an offer, to purchase or otherwise acquire, subscribe for, sell or otherwise dispose of any securities or the solicitation of any vote or approval in any jurisdiction pursuant to the Acquisition or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law. The Acquisition will be made solely by means of the Scheme Document (or, if applicable, the Takeover Offer Document), which will contain the full terms and conditions of the Acquisition, including details of how to vote in respect of the Acquisition. Any decision in respect of, or other response to, the Acquisition, should be made only on the basis of the information contained in the Scheme Document (or, if applicable, the Takeover Offer Document).

This Announcement does not constitute a prospectus or a prospectus equivalent document.

This Announcement has been prepared for the purpose of complying with the laws of Ireland and the Takeover Rules and the information disclosed may not be the same as that which would have been disclosed if this Announcement had been prepared in accordance with the laws of jurisdictions outside of Ireland.

### **Cautionary Statement Regarding Forward-Looking Statements**

This Announcement contains certain forward-looking statements with respect to Mediahuis and INM. These forward-looking statements can be identified by the fact that they do not relate only to historical or current facts. Forward-looking statements often use words such as “anticipate”, “target”, “expect”, “estimate”, “intend”, “plan”,

“believe”, “will”, “may”, “would”, “could” or “should” or other words of similar meaning or the negative thereof. Forward-looking statements include statements relating to the following: (i) future capital expenditures, expenses, revenues, economic performance, financial conditions, dividend policy, losses and future prospects; (ii) business and management strategies and the expansion and growth of the operations of the Mediahuis Group or the INM Group; and (iii) the effects of government regulation on the business of the Mediahuis Group or the INM Group.

These forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of any such person, or industry results, to be materially different from any results, performance or achievements expressed or implied by such forward-looking statements. These forward-looking statements are based on numerous assumptions regarding the present and future business strategies of such persons and the environment in which each will operate in the future. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. All subsequent oral or written forward-looking statements attributable to Mediahuis or INM or any persons acting on their behalf are expressly qualified in their entirety by the cautionary statement above. Neither Mediahuis nor INM undertake any obligation to update publicly or revise forward-looking or other statements contained in this Announcement, whether as a result of new information, future events or otherwise, except to the extent legally required.

### **Disclosure requirements of the Takeover Rules**

Under the provisions of Rule 8.3 of the Takeover Rules, if any person is, or becomes, “interested” (directly or indirectly) in, 1% or more of any class of “relevant securities” of INM, all “dealings” in any “relevant securities” of INM (including by means of an option in respect of, or a derivative referenced to, any such “relevant securities”) must be publicly disclosed by not later than 3:30 pm (Irish time) on the “business day” in Dublin following the date of the relevant transaction. This requirement will continue until the date on which the “offer period” ends. If two or more persons co-operate on the basis of any agreement, either express or tacit, either oral or written, to acquire an “interest” in “relevant securities” of INM, they will be deemed to be a single person for the purpose of Rule 8.3 of the Takeover Rules.

Under the provisions of Rule 8.1 of the Takeover Rules, all “dealings” in “relevant securities” of INM by Mediahuis, or by any party Acting in Concert with Mediahuis, must also be disclosed by no later than 12 noon (Irish time) on the business day in Dublin following the date of the relevant transaction.

A disclosure table, giving details of the companies in whose “relevant securities” “dealings” should be disclosed, can be found on the Irish Takeover Panel’s website at [www.irishtakeoverpanel.ie](http://www.irishtakeoverpanel.ie).

“Interests in securities” arise, in summary, when a person has long economic exposure, whether conditional or absolute, to changes in the price of securities. In particular, a person will be treated as having an “interest” by virtue of the ownership or control of securities, or by virtue of any option in respect of, or derivative referenced to, securities.

Terms in quotation marks are defined in the Takeover Rules, which can also be found on the Irish Takeover Panel’s website. If you are in any doubt as to whether or not you are required to disclose a dealing under Rule 8, please consult the Irish Takeover Panel’s website at [www.irishtakeoverpanel.ie](http://www.irishtakeoverpanel.ie) or contact the Irish Takeover Panel on telephone number +353 1 678 9020.

### **No profit forecasts, estimates or asset valuations**

No statement in this Announcement is intended as a profit forecast or estimate for any period and no statement in this Announcement should be interpreted to mean that earnings or earnings per share, for Mediahuis or INM, respectively for the current or future financial years would necessarily match or exceed the historical published earnings or

earnings per share for Mediahuis or INM, respectively. No statement in this Announcement constitutes an asset valuation.

### **Right to switch to a Takeover Offer**

Mediahuis reserves the right to elect, subject to the terms of the Transaction Agreement and with the consent of the Panel, to implement the Acquisition by way of a Takeover Offer for the entire issued and to be issued share capital of INM as an alternative to the Scheme. In such an event, the Takeover Offer will be implemented on the same terms (subject to appropriate amendments), so far as applicable, as those which would apply to the Scheme and subject to the amendments referred to in Appendix III to this Announcement and in the Transaction Agreement.

### **Publication on website**

Pursuant to Rule 2.6(c) of the Takeover Rules, this Announcement will be made available to Mediahuis' employees on Mediahuis' website ([www.mediahuis.be](http://www.mediahuis.be)) and INM's employees on INM's website ([www.inmplc.com](http://www.inmplc.com)).

Neither the content of any such website nor the content of any other website accessible from hyperlinks on such website is incorporated into, or forms part of, this Announcement.

### **Rounding**

Certain figures included in this Announcement have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

### **General**

The laws of the relevant jurisdictions may affect the availability of the Acquisition to persons who are not resident in Ireland or the United Kingdom. Persons who are not resident in Ireland or the United Kingdom, or who are subject to laws of any jurisdiction other than Ireland or the United Kingdom, should inform themselves about, and observe, any applicable legal or regulatory requirements. Any failure to comply with the applicable legal or regulatory requirements may constitute a violation of the laws and/or regulations of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility and liability for the violation of such restrictions by any person.

The Acquisition will not be made available, directly or indirectly, in a Restricted Jurisdiction, and the Acquisition will not be capable of acceptance from within a Restricted Jurisdiction.

The release, publication or distribution of this Announcement in or into certain jurisdictions may be restricted by the laws of those jurisdictions. Accordingly, copies of this Announcement and all other documents relating to the Acquisition are not being, and must not be, released, published, mailed or otherwise forwarded, distributed or sent in, into or from any Restricted Jurisdiction. Persons receiving such documents (including, without limitation, nominees, trustees and custodians) should observe these restrictions. Failure to do so may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, Mediahuis and INM disclaim any responsibility or liability for the violations of any such restrictions by any person.

**NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION IN WHOLE OR IN PART IN, INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OR REGULATIONS OF THAT JURISDICTION**

**THIS ANNOUNCEMENT IS BEING MADE PURSUANT TO RULE 2.5 OF THE TAKEOVER RULES**

**THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION**

**FOR IMMEDIATE RELEASE**

**30 APRIL 2019**

**RECOMMENDED CASH OFFER**

**for**

**INDEPENDENT NEWS & MEDIA PLC**

**by**

**MEDIAHUIS NV**

**TO BE IMPLEMENTED BY MEANS OF A SCHEME OF ARRANGEMENT UNDER CHAPTER 1 OF PART 9 OF THE COMPANIES ACT 2014**

**1. Introduction**

The respective Boards of Directors of Mediahuis and INM are pleased to announce that they have reached agreement on the terms of a cash offer, unanimously recommended by the Board of INM, pursuant to which Mediahuis will acquire the entire issued and to be issued share capital of INM, which is being implemented by means of a scheme of arrangement under Chapter 1 of Part 9 of the Act.

**2. Summary Terms of the Acquisition**

The posting of the Scheme Document (or the making of the Takeover Offer, if applicable) is subject to the satisfaction (or waiver by Mediahuis) of the Pre-Conditions set out in Appendix IV to this Announcement. In addition, the Acquisition is subject to the Conditions set out in Appendix III to this Announcement and to be set out in the Scheme Document.

Under the terms of the Acquisition, INM Shareholders will be entitled to receive:

**for each INM Ordinary Share 10.5 cent in cash**

The Acquisition values the entire issued and to be issued ordinary share capital of INM at approximately **€145.6 million**. The Acquisition represents a premium of approximately:

- 44% to INM's Closing Price of 7.28 cent on 3 April 2019 (being the last Business Day prior to the Rule 2.4 Announcement by INM on 4 April 2019);
- 63% to INM's volume weighted average share price of approximately 6.43 cent over the 30 trading day period ending on 3 April 2019; and



- 70% to INM's volume weighted average share price of approximately 6.17 cent over the 90 trading day period ending on 3 April 2019.

In consideration of these payments, INM Ordinary Shares will be cancelled and INM will issue new INM Ordinary Shares to Mediahuis.

**The sources and bases of information contained in this Announcement to calculate the implied value of the Acquisition are set out in Appendix I.**

### **3. INM Background to and Reasons for Recommending the Acquisition**

INM has a longstanding history of providing high quality journalism to the island of Ireland, granting the company a broad reach and in turn allowing it to generate revenue from advertising income. However, over the past few years, the wider media market has changed materially with the advent of social and digital media platforms contributing to a decline in circulation numbers for print media. As a result, the quantum of print advertising expenditure has gradually declined, and continues to do so, which has in turn weighed on INM's financial performance.

The INM Board notes Mediahuis' track record and experience of digitalising newspaper businesses, a process which INM is currently undergoing in line with its recently announced new strategy, "INM@21". While the INM Board has full confidence in the delivery of this strategy and in the long-term prospects of the standalone company, it believes that the expertise Mediahuis will bring to INM will be invaluable as it undertakes its digitalisation programme.

The INM Board has assessed the Acquisition with this context in mind and considered INM's standalone prospects versus being part of a larger group with extensive experience in transforming publishing businesses into digital platforms. The INM Board has also considered the potential risks as regards execution of the current strategy.

The INM Board notes that the Acquisition represents a significant premium of 44% to the undisturbed share price of 7.28 cent on 3 April 2019 (being the last Business Day prior to the Rule 2.4 Announcement by INM on 4 April 2019) as well as a 70% premium to INM's volume weighted average share price of approximately 6.17 cent over the 90 trading day period ending on 3 April 2019, and that the all-cash consideration gives INM Shareholders an opportunity to realise value at this premium today. The INM Board believes the Acquisition fairly reflects INM's current performance and prospects on a standalone basis.

In addition, since the commencement of an offer period on 4 April 2019, the INM Board has received further third party interest in acquiring INM. It assessed each proposal with the support of its advisers before ultimately deciding to recommend the Acquisition. Potential interest has been public since the Rule 2.4 Announcement by INM on 4 April 2019, which underpins the INM Board's belief that the Acquisition represents a fair price for INM and no superior proposal has been received by INM.

Having considered all of these factors, the INM Board believes that the Acquisition represents the best option for INM, its employees, its readership and its customers, and is in the best interests of INM Shareholders. As such, it has reached the conclusion to unanimously recommend the Acquisition to INM Shareholders.

### **4. INM Recommendation**

Having taken into account the relevant factors and applicable risks, the INM Board, which has been so advised by Lazard as financial adviser to INM, considers the terms of the Acquisition as set out in this Announcement to be fair and reasonable. In providing its advice to the INM Board, Lazard has taken into account the commercial assessments of the INM Directors. Accordingly, the INM Board unanimously recommends that INM Shareholders vote in favour

of the Acquisition and all of the Resolutions, as they intend to do in respect of their own beneficial holdings of, in aggregate, 288,841 INM Ordinary Shares.

#### 5. **Mediahuis Background to and Rationale for the Acquisition**

The Acquisition is highly complementary to Mediahuis' existing position as a European media group with a strong portfolio of news media and digital brands, providing a larger geographical footprint and access to a native English-speaking market.

The Mediahuis Board intends to work with INM management and employees to facilitate its continued development as a leading Irish media company, with strong national and regional news brands as well as promising classified platforms, which are an excellent fit for the Mediahuis group.

Mediahuis unreservedly believes in independent and quality journalism, as well as in strong and relevant media that makes a positive contribution to people and society. As such, it is optimistic about the future of paid journalism and is committed to working to deliver the necessary changes, including the digital transformation of its brands, to compete effectively in today's dynamic media industry.

Mediahuis is also convinced that INM will benefit from the expertise, skills and resources Mediahuis has at its disposal to invest in INM's brands and further build its operational and digital capabilities, improving the experience for INM's customers.

The Acquisition has the unanimous approval and support of the Mediahuis Board and senior executive team. Mediahuis is committed to executing the Acquisition on an expedited basis.

#### 6. **Irrevocable Commitments**

Mediahuis has received irrevocable undertakings from each of the INM Directors to vote in favour of the Scheme at the Scheme Meeting and each of the EGM Resolutions to be proposed at the Extraordinary General Meeting in respect of their own beneficial holdings of, in aggregate, 288,841 INM Ordinary Shares.

In addition, if the Pre-Conditions are satisfied, Mediahuis will have received irrevocable undertakings to vote in favour of the Scheme at the Scheme Meeting and each of the EGM Resolutions to be proposed at the Extraordinary General Meeting from the following INM Shareholders:

<b>Holder (as at 29 April 2019)</b>	<b>Number of INM Ordinary Shares</b>	<b>% of INM Issued Ordinary Shares in Issue (Excl. Treasury Shares)</b>
Denis O'Brien	414,322,191	29.88%
Dermot Desmond	207,982,106	15.00%

Therefore, if the Pre-Conditions are satisfied, in aggregate with the irrevocable undertakings received from the INM Directors, Mediahuis will have received irrevocable undertakings that represent approximately 44.90% of the issued share capital of INM on 29 April 2019 (being the last practicable date prior to the release of this Announcement).

The irrevocable undertakings received from each of the INM Directors will cease to have effect on the date on which the Scheme becomes Effective or prior to that date if the Transaction Agreement is terminated in accordance with its terms.

#### **7. Information on Mediahuis**

Mediahuis is a private European media group with a strong portfolio of news media and digital brands. Mediahuis was founded in 2013 through the combination of the media assets of two long established Belgian publishers, Mediahuis Partners (formerly Corelio) and Concentra. Since 2013, Mediahuis has grown rapidly through acquisitions to become a leading media player in both Belgium and the Netherlands. It currently employs more than 3,200 people, delivering a turnover of €819 million in 2018. As a publisher, Mediahuis believes unreservedly in independent and quality journalism, as well as in strong and relevant media that makes a positive contribution to people and society. Mediahuis' offices are located in Antwerp (BE), Brussels (BE), Hasselt (BE), Amsterdam (NL), and Sittard (NL).

In the Netherlands, the group operates, amongst others; the news brands De Telegraaf, NRC Handelsblad, NRC Next, De Limburger and Noordhollands Dagblad, and achieves sales of almost 900,000 newspapers daily. With news brands such as De Standaard, Het Nieuwsblad, Gazet van Antwerpen and Het Belang van Limburg, Mediahuis sells approximately 500,000 newspapers in Belgium daily.

Mediahuis has, in recent years, made significant progress in terms of the digital transformation of its news brands. The Mediahuis Group is committed to accelerating the digitalisation of its news brands without compromising the print editions of its strong portfolio of news titles. Mediahuis successfully implements pay walls and digital subscription services across its news sites and remains focussed on optimising customer experience through innovative journalism, which results in continued growth in digital subscriptions and enhanced reader relationships.

Mediahuis also operates several significant classifieds platforms in Belgium and the Netherlands, such as Jobat, Jellow, Zimmo, Vroom, Gaspedaal and GroupDeal. The Mediahuis Group is active in the Belgian radio market through the recently launched radio station NRJ and the Nostalgie radio station, which reaches 430,000 listeners in Flanders daily and is the market leader in the French-speaking part of Belgium. Mediahuis also operates a series of regional TV channels.

#### **8. Information on INM**

INM is a leading newspaper and online publisher on the island of Ireland, as well as being the largest wholesale distributor of newspapers and magazines. Headquartered in Dublin, Ireland, the INM employs approximately 800 people and achieved revenues of €191 million in the 2018 financial year.

INM publishes a number of widely-recognised titles, including the Irish Independent, Sunday Independent, The Herald, Sunday World, Belfast Telegraph, Sunday Life and The Star. It also publishes twelve weekly regional newspapers, which include the Drogheda Independent, Wexford People, The Kerryman and The Sligo Champion. INM also has an online presence, led by independent.ie and belfasttelegraph.co.uk, which complements its national and regional newspaper titles. INM's titles sell over 1 million copies per week and reach 2.1 million readers per week across print and online.

In addition, INM has expanded its offering to include a number of classified websites, featuring job, property and motor among its categories.

## 9. Structure of the Acquisition

### *Scheme*

It is intended that the Acquisition will be effected by a High Court sanctioned scheme of arrangement in accordance with Chapter 1 of Part 9 of the Companies Act 2014. Under the Scheme, all INM Ordinary Shares held by INM Shareholders will be cancelled pursuant to Article 47 of INM's Articles of Association and sections 84 to 86 of the Companies Act 2014 in accordance with the terms of the Scheme. INM will then issue new INM Ordinary Shares to Mediahuis in place of the INM Ordinary Shares that were cancelled pursuant to the Scheme and the Reduction of Capital and Mediahuis will pay the Consideration for the Acquisition to the INM Shareholders.

As a result of these arrangements, INM will become a wholly-owned subsidiary of Mediahuis.

### *Application to the High Court to sanction the Scheme*

Once the approvals of the INM Shareholders have been obtained at the Scheme Meeting and the Extraordinary General Meeting, and the other Conditions have been satisfied or (where applicable) waived, the Scheme must be sanctioned by the High Court at the Court Hearing.

The Scheme will become Effective in accordance with its terms on delivery to the Registrar of Companies of the Court Order together with the minute required by Section 86 of the Act confirming the Reduction of Capital to take place in connection with the Acquisition, and the Reduction of Capital becomes effective upon the registration of the Court Order and minute by the Registrar of Companies. Upon the Scheme becoming Effective, it will be binding on all INM Shareholders, irrespective of whether or not they attended or voted at the Scheme Meeting or Extraordinary General Meeting, or whether they voted in favour of or against the Scheme.

### *Full details of the Scheme to be set out in the Scheme Document*

The Scheme will be governed by the laws of Ireland. The Scheme will be subject to the applicable requirements of the Takeover Rules and, where relevant, the applicable rules and regulations of the Act.

The Scheme is subject to the satisfaction (or, where applicable, waiver) of the Conditions and the full terms and conditions to be set out in the Scheme Document. Further details of the Scheme will be set out in the Scheme Document, including the expected timetable and the action to be taken by INM Shareholders.

### *Pre-Conditions to posting of the Scheme Document*

The posting of the Scheme Document (or the making of the Takeover Offer, if applicable) is subject to the satisfaction (or waiver by Mediahuis) of the Pre-Conditions specified in Appendix IV, being:

- the receipt by Mediahuis of an irrevocable undertaking to vote in favour of each of the Resolutions required to implement the Acquisition in respect of 414,322,191 INM Ordinary Shares from Denis O'Brien not later than 5:00 pm (Irish time) today; and
- the receipt by Mediahuis of an irrevocable undertaking to vote in favour of each of the Resolutions required to implement the Acquisition in respect of 207,982,106 INM Ordinary Shares from Dermot Desmond not later than 5:00 pm (Irish time) today.

### ***Conditions to the Acquisition***

Subject to the Pre-Conditions being satisfied (or waived by Mediahuis), the Scheme Document (or Takeover Document, if applicable) will be posted to INM's Shareholders and the Acquisition shall be subject to the Conditions and further terms set out in full in Appendix III to this Announcement and to be set out in the Scheme Document.

### ***Scheme timetable/further information***

A full anticipated timetable will be set out in the Scheme Document.

At this stage, subject to the approval and availability of the High Court (which is subject to change) and obtaining the necessary regulatory approvals, Mediahuis expects the implementation of the Acquisition to occur in the third quarter of 2019.

#### **10. Effect of the Scheme on INM Share Plans**

There are no outstanding securities convertible into, or rights or options to subscribe for, INM Ordinary Shares and INM has agreed in the Transaction Agreement not to issue or grant any such securities, rights or options prior to the earlier of the completion of the Acquisition and the date, if any, on which the Transaction Agreement is terminated in accordance with its terms. Accordingly Mediahuis and INM do not expect to have to make a proposal in accordance with Rule 15 of the Takeover Rules. However, Mediahuis and INM have agreed in the Transaction Agreement that to the extent a proposal under Rule 15 of the Takeover Rules is required or directed by the Panel that an appropriate proposal will be made to all INM Optionholders within five Business Days after the issuance of the Scheme Document.

#### **11. Financing of the Acquisition**

The Consideration payable under the terms of the Acquisition will be funded from a facility provided to Mediahuis by ING Belgium SA/NV, further details of which will be set out in the Scheme Document.

J.P. Morgan, as financial adviser to Mediahuis, is satisfied that sufficient resources are available to Mediahuis to satisfy in full the Consideration payable under the terms of the Acquisition.

#### **12. Management and Employees**

Mediahuis confirms that, where employees of INM have existing compensation, employment, severance, change of control and similar rights or agreements, including pension rights, under applicable laws, those rights and agreements will be safeguarded following the Scheme becoming Effective.

Mediahuis looks forward to working with INM's employees, customers and other stakeholders following the completion of the Acquisition.

#### **13. Transaction Agreement**

Mediahuis and INM have entered into the Transaction Agreement dated 30 April 2019 which contains certain assurances in relation to the implementation of the Scheme and other matters related to the Acquisition. A summary of the principal terms of the Transaction Agreement will be set out in the Scheme Document.

The Transaction Agreement provides that where the INM Board determines that an INM Superior Proposal has been received, INM shall provide Mediahuis with an opportunity, for a period of three Business Days from the time of the receipt by Mediahuis of notice in writing from INM confirming that the INM Board has determined that an INM

Superior Proposal has been received together with, to the extent permitted by the terms of any confidentiality agreement entered into by INM prior to the date of the Transaction Agreement, details of the material terms of such INM Superior Proposal, to increase the value of the Consideration such that the INM Superior Proposal would not constitute an INM Superior Proposal.

#### 14. Expenses Reimbursement Agreement

INM has entered into the Expenses Reimbursement Agreement dated 30 April 2019 with Mediahuis, the terms of which have been approved by the Panel. Under the Expenses Reimbursement Agreement, INM has agreed to pay to Mediahuis in certain circumstances an amount equal to all documented, specific and quantifiable third party costs and expenses incurred by Mediahuis or any member of the Mediahuis Group, or on its or their behalf, for the purposes of, in preparation for, or in connection with the Acquisition, including, but not limited to, exploratory work carried out in contemplation of and in connection with the Acquisition, legal, financial and commercial due diligence and engaging advisers to assist in the process, provided that the gross account payable by INM to Mediahuis shall not, in any event, exceed €1,455,874.74 (the “Cap”).

The amount payable by INM to Mediahuis under such provisions of the Expenses Reimbursement Agreement will exclude any amounts in respect of VAT incurred by Mediahuis attributable to such third party costs other than Irrecoverable VAT incurred by Mediahuis and such member of the Mediahuis Group.

The circumstances in which such payment will be made are if:

- (a) the Transaction Agreement is terminated:
  - (i) by Mediahuis for the reason that the INM Board or any committee thereof:
    - (A) withdraws (or modifies in any manner adverse to Mediahuis), or fails to make when required pursuant to the Transaction Agreement, or proposes publicly to withdraw (or modify in any manner adverse to Mediahuis), the Scheme Recommendation or, if applicable, the recommendation to the holders of INM Shares from the INM Board to accept the Takeover Offer; or
    - (B) approves, recommends or declares advisable or proposes publicly to approve, recommend or declare advisable, any INM Alternative Proposal (it being understood, for the avoidance of doubt, that the provision by INM to Mediahuis of notice or information in connection with an INM Alternative Proposal or INM Superior Proposal as required or expressly permitted by the Transaction Agreement shall not, in and of itself, satisfy this paragraph (B)); or
    - (C) otherwise takes any action or discloses a position that is deemed to be an “INM Change of Recommendation” under clause 5.2(d) of the Transaction Agreement; or
  - (ii) by INM, at any time prior to obtaining the INM Shareholder Approval, in order to enter into any agreement, understanding or arrangement providing for an INM Superior Proposal; or
- (b) all of the following occur:

- (i) prior to the Scheme Meeting (or, in the case of a Takeover Offer prior to the Final Closing Date), an INM Alternative Proposal is formally publicly disclosed by INM or any person shall have formally publicly announced an intention (whether or not conditional) to make an INM Alternative Proposal and, in each case, such disclosure or announcement is not publicly and irrevocably withdrawn without qualification at least three Business Days before the date of the Scheme Meeting or Final Closing Date; and
  - (ii) the Transaction Agreement is terminated by Mediahuis for the reason that INM shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in the Transaction Agreement, which material breach or failure to perform:
    - (A) would result in a failure of any of the Conditions; and
    - (B) is not reasonably capable of being cured by the End Date or, if curable, Mediahuis shall have given INM written notice, delivered at least 30 days prior to such termination, stating Mediahuis' intention to terminate the Transaction Agreement pursuant to clause 9.1(a)(vi) of the Transaction Agreement and the basis for such termination and such breach, failure to perform or inaccuracy shall not have been cured within 30 days following the delivery of such written notice or, if earlier, by the End Date; and
  - (iii) an INM Alternative Proposal is consummated, or a definitive agreement providing for an INM Alternative Proposal is entered into within 12 months after such termination and such INM Alternative Proposal is consummated pursuant to that definitive agreement (in each case, regardless of whether such INM Alternative Proposal is the same INM Alternative Proposal referred to in paragraph (b)(i); or
- (c) all of the following occur:
- (i) prior to the Scheme Meeting (or, in the case of a Takeover Offer prior to the Final Closing Date), an INM Alternative Proposal is formally publicly disclosed by INM or any person shall have formally publicly announced an intention (whether or not conditional) to make an INM Alternative Proposal and, in each case, such disclosure or announcement is not publicly and irrevocably withdrawn without qualification at least three Business Days before the date of the Scheme Meeting or Final Closing Date; and
  - (ii) the Transaction Agreement is terminated by either INM or Mediahuis for the reason that the Scheme Meeting or the EGM shall have been completed and the Scheme Meeting Resolution or the EGM Resolutions, as applicable, shall not have been approved by the requisite majority of votes (or, in the case of a Takeover Offer, the Final Closing Date having passed without the Takeover Offer becoming unconditional as to acceptances); and
  - (iii) the INM Alternative Proposal referred to in paragraph (c)(i) above is consummated, or a definitive agreement providing for an INM Alternative Proposal is entered into with the person referred to in paragraph (c)(i) within 12 months after such termination and such INM Alternative Proposal is consummated pursuant to that definitive agreement or an INM Alternative Proposal is consummated with a person who is not connected in any way to the person referred to in paragraph (c)(i) above within 12 months after the date of this Announcement and the value of the

consideration offered under such INM Alternative Proposal is at least equal to the consideration offered under the Acquisition.

In paragraphs (a) – (c) above, references to 10% and 90% in the definitions of “*INM Alternative Proposal*” and “*INM Superior Proposal*” shall be deemed to refer to 50%.

If and to the extent that any relevant Tax Authority determines that the Mediahuis Reimbursement Payment is consideration for a Taxable supply made to any member of the INM Group and that member of the INM Group is liable to account to a Tax Authority for VAT in respect of such supply, then (a) the Mediahuis Reimbursement Payment shall be deemed to be exclusive of any such applicable VAT and any such VAT shall be due and payable by INM or the relevant member of the INM Group in addition to the Mediahuis Reimbursement Payment, in accordance with applicable VAT Law (subject to the provisions of (b)); (b) to the extent that such VAT is Irrecoverable VAT for the relevant member of the INM Group, the amount payable by INM by way of the Mediahuis Reimbursement Payment, together with any Irrecoverable VAT arising in respect of the supply for which the payment is consideration, shall not exceed the Cap; and (c) to the extent that INM has already paid an amount in respect of the Mediahuis Reimbursement Payment which exceeds the amount described in (b) above, Mediahuis shall repay to INM the portion of the Irrecoverable VAT in excess of the Cap.

Each of the INM Board, and Lazard as financial adviser to INM, has confirmed in writing to the Panel that for the purposes of the Note to Rule 21.2 of the Takeover Rules, they consider the terms of the Expenses Reimbursement Agreement to be in the best interests of INM Shareholders.

#### **15. Delisting and Cancellation of Trading of INM Ordinary Shares**

An application will be made to the London Stock Exchange and Euronext Dublin prior to the Effective Date to cancel the admission of the INM Ordinary Shares to trading on the Main Market and the Euronext Dublin Market respectively, and to the FCA to cancel the listing of INM Ordinary Shares on the FCA’s Official List with effect from shortly after the Effective Date, subject to and following the Scheme becoming Effective.

It is intended that dealing in INM Ordinary Shares on the Main Market and the Euronext Dublin Market will be suspended on or around the Effective Date.

Following the Effective Date, it is intended that INM will be re-registered as a private company limited by shares.

#### **16. Interests and Short Positions in INM**

As at the close of business on 29 April 2019 (being the last practicable date prior to the release of this Announcement), Thomas Leysen, Chairman of Mediahuis, was the owner of 14,066,012 INM Ordinary Shares representing approximately 1% of the issued share capital (excluding treasury shares) of INM. Other than Thomas Leysen, neither Mediahuis nor, so far as Mediahuis is aware, any person Acting in Concert with Mediahuis:

- (a) had an interest in relevant securities of INM;
- (b) had any short position in relevant securities of INM;
- (c) had received an irrevocable commitment or letter of intent to accept the terms of the Acquisition in respect of relevant securities of INM other than as described in this Announcement; or
- (d) had borrowed or lent any INM Ordinary Shares.



Furthermore, no arrangement to which Rule 8.7 of the Takeover Rules applies exists between Mediahuis or INM or a person Acting in Concert with Mediahuis or INM in relation to INM Ordinary Shares. For these purposes, an “arrangement to which Rule 8.7 of the Takeover Rules applies” includes any indemnity or option arrangement, and any agreement or understanding, formal or informal, of whatever nature, between two or more persons relating to relevant securities which is or may be an inducement to one or more of such persons to deal or refrain from dealing in such securities.

In the interests of confidentiality, Mediahuis has made only limited enquiries in respect of certain parties who may be deemed by the Panel to be Acting in Concert with it for the purposes of the Acquisition. Further enquiries will be made to the extent necessary as soon as practicable following the date of this Announcement and any disclosure in respect of such parties will be included in the Scheme Document.

#### 17. **Rule 2.10 Disclosure**

In accordance with Rule 2.10 of the Takeover Rules, INM confirms that as at the close of business on 29 April 2019, being the last practicable date before this Announcement, it had 1,386,547,375 INM Ordinary Shares in issue with voting rights, with 5,597,077 INM Ordinary Shares held in treasury. The ISIN for the INM Ordinary Shares is IE00B59HWB19.

At that date there were no outstanding securities convertible into, or rights or options to subscribe for, INM Ordinary Shares.

#### 18. **General**

The Acquisition and the Scheme will be made subject to the Conditions and the further terms and conditions to be set out in the Scheme Document. The Scheme Document will include full details of the Acquisition and will be accompanied by the appropriate forms of proxy and forms of direction.

Lazard, Davy and J.P. Morgan have each given and not withdrawn their consent to the publication of this Announcement with the inclusion herein of the references to their names in the form and context in which they appear.

Subject to the satisfaction (or waiver) by Mediahuis of the Pre-Conditions set out in Appendix IV of this Announcement, the Scheme Document and the forms of proxy and forms of direction will be despatched to INM Shareholders as soon as practicable and, in any event, (save with the consent of the Panel) within 28 days of this Announcement. The Scheme Document will include full details of the Acquisition, together with the expected timetable, and will specify the necessary action to be taken by INM Shareholders in order to vote in favour of the Scheme at the Scheme Meeting and the EGM Resolutions.

The Acquisition will be governed by the laws of Ireland and will be subject to the requirements of the Takeover Rules and applicable Law. This Announcement is being made pursuant to Rule 2.5 of the Takeover Rules.

Appendix I to this Announcement contains further details of the sources of information and bases of calculations set out in this Announcement; Appendix II to this Announcement contains definitions of certain expressions used in this Announcement; Appendix III to this Announcement contains the Conditions of the Acquisition and the Scheme; and Appendix IV to this Announcement contains the Pre-Conditions.

**Enquiries:****INM**

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**Statements required by the Takeover Rules**

The Mediahuis Directors accept responsibility for the information contained in this Announcement other than that relating to INM, the INM Group and the INM Directors and members of their immediate families, related trusts and persons connected with them. To the best of the knowledge and belief of the Mediahuis Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Announcement for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

The INM Directors accept responsibility for the information contained in this Announcement relating to INM, the INM Group and the INM Directors and members of their immediate families, related trusts and persons connected with them. To the best of the knowledge and belief of the INM Directors (who have taken all reasonable care to ensure such is the case), the information contained in this Announcement for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

J.P. Morgan Securities plc, which is authorised in the United Kingdom by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority, is acting as financial adviser exclusively for Mediahuis and no one else in connection with the Acquisition and will not regard any other person as its client in relation to the Acquisition and will not be responsible to anyone other than Mediahuis for providing the protections afforded to clients of J.P. Morgan or its affiliates, nor for providing advice in relation to the Acquisition or any other matters referred to herein.

Lazard & Co., Limited, which is authorised and regulated by the FCA, is acting as financial adviser to INM and no one else in connection with the Acquisition and will not be responsible to anyone other than INM for providing the

protections afforded to clients of Lazard & Co., Limited nor for providing advice in connection with the Acquisition or the other matters referred to herein. Neither Lazard & Co., Limited nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Lazard & Co., Limited in connection with the Acquisition, this Announcement, any statement contained herein or otherwise.

Davy, which is authorised and regulated by the Central Bank of Ireland, is acting exclusively for INM and no one else in connection with the matters referred to in this Announcement and will not be responsible to anyone other than INM for providing the protections afforded to clients of Davy, or for providing advice in connection with the matters referred to in this Announcement.

Arthur Cox are acting as legal advisers to Mediahuis and Matheson are acting as legal advisers to INM.

This Announcement is for information purposes only and is not intended to, and does not, constitute or form any part of any offer or invitation, or the solicitation of an offer, to purchase or otherwise acquire, subscribe for, sell or otherwise dispose of any securities or the solicitation of any vote or approval in any jurisdiction pursuant to the Acquisition or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law. The Acquisition will be made solely by means of the Scheme Document (or, if applicable, the Takeover Offer Document), which will contain the full terms and conditions of the Acquisition, including details of how to vote in respect of the Acquisition. Any decision in respect of, or other response to, the Acquisition, should be made only on the basis of the information contained in the Scheme Document (or, if applicable, the Takeover Offer Document).

This Announcement does not constitute a prospectus or a prospectus equivalent document.

This Announcement has been prepared for the purpose of complying with the laws of Ireland and the Takeover Rules and the information disclosed may not be the same as that which would have been disclosed if this Announcement had been prepared in accordance with the laws of jurisdictions outside of Ireland.

### **Cautionary Statement Regarding Forward-Looking Statements**

This Announcement contains certain forward-looking statements with respect to Mediahuis and INM. These forward-looking statements can be identified by the fact that they do not relate only to historical or current facts. Forward-looking statements often use words such as “anticipate”, “target”, “expect”, “estimate”, “intend”, “plan”, “believe”, “will”, “may”, “would”, “could” or “should” or other words of similar meaning or the negative thereof. Forward-looking statements include statements relating to the following: (i) future capital expenditures, expenses, revenues, economic performance, financial conditions, dividend policy, losses and future prospects; (ii) business and management strategies and the expansion and growth of the operations of the Mediahuis Group or the INM Group; and (iii) the effects of government regulation on the business of the Mediahuis Group or the INM Group.

These forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of any such person, or industry results, to be materially different from any results, performance or achievements expressed or implied by such forward-looking statements. These forward-looking statements are based on numerous assumptions regarding the present and future business strategies of such persons and the environment in which each will operate in the future. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. All subsequent oral or written forward-looking statements attributable to Mediahuis or INM or any persons acting on their behalf are expressly qualified in their entirety by the cautionary statement above. Neither Mediahuis nor INM undertake any obligation

to update publicly or revise forward-looking or other statements contained in this Announcement, whether as a result of new information, future events or otherwise, except to the extent legally required.

### **Disclosure requirements of the Takeover Rules**

Under the provisions of Rule 8.3 of the Takeover Rules, if any person is, or becomes, “interested” (directly or indirectly) in, 1% or more of any class of “relevant securities” of INM, all “dealings” in any “relevant securities” of INM (including by means of an option in respect of, or a derivative referenced to, any such “relevant securities”) must be publicly disclosed by not later than 3:30 pm (Irish time) on the “business” day following the date of the relevant transaction. This requirement will continue until the date on which the “offer period” ends. If two or more persons co-operate on the basis of any agreement, either express or tacit, either oral or written, to acquire an “interest” in “relevant securities” of INM, they will be deemed to be a single person for the purpose of Rule 8.3 of the Takeover Rules.

Under the provisions of Rule 8.1 of the Takeover Rules, all “dealings” in “relevant securities” of INM by Mediahuis, or by any party Acting in Concert with Mediahuis, must also be disclosed by no later than 12 noon (Irish time) on the business day following the date of the relevant transaction.

A disclosure table, giving details of the companies in whose “relevant securities” “dealings” should be disclosed, can be found on the Irish Takeover Panel’s website at [www.irishtakeoverpanel.ie](http://www.irishtakeoverpanel.ie).

“Interests in securities” arise, in summary, when a person has long economic exposure, whether conditional or absolute, to changes in the price of securities. In particular, a person will be treated as having an “interest” by virtue of the ownership or control of securities, or by virtue of any option in respect of, or derivative referenced to, securities.

Terms in quotation marks are defined in the Takeover Rules, which can also be found on the Irish Takeover Panel’s website. If you are in any doubt as to whether or not you are required to disclose a dealing under Rule 8, please consult the Irish Takeover Panel’s website at [www.irishtakeoverpanel.ie](http://www.irishtakeoverpanel.ie) or contact the Irish Takeover Panel on telephone number +353 1 678 9020.

### **No profit forecasts, estimates or asset valuations**

No statement in this Announcement is intended as a profit forecast or estimate for any period and no statement in this Announcement should be interpreted to mean that earnings or earnings per share, for Mediahuis or INM, respectively for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Mediahuis or INM, respectively. No statement in this Announcement constitutes an asset valuation.

### **Right to switch to a Takeover Offer**

Mediahuis reserves the right to elect, subject to the terms of the Transaction Agreement and with the consent of the Panel, to implement the Acquisition by way of a Takeover Offer for the entire issued and to be issued share capital of INM as an alternative to the Scheme. In such an event, the Takeover Offer will be implemented on the same terms (subject to appropriate amendments), so far as applicable, as those which would apply to the Scheme and subject to the amendments referred to in Appendix III to this Announcement and in the Transaction Agreement.

## **Publication on website**

Pursuant to Rule 2.6(c) of the Takeover Rules, this Announcement will be made available to Mediahuis' employees on Mediahuis' website ([www.mediahuis.be](http://www.mediahuis.be)) and INM's employees on INM's website ([www.inmplc.com](http://www.inmplc.com)).

Neither the content of any such website nor the content of any other website accessible from hyperlinks on such website is incorporated into, or forms part of, this Announcement.

## **Rounding**

Certain figures included in this Announcement have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

## **General**

The laws of the relevant jurisdictions may affect the availability of the Acquisition to persons who are not resident in Ireland or the United Kingdom. Persons who are not resident in Ireland or the United Kingdom, or who are subject to laws of any jurisdiction other than Ireland or the United Kingdom, should inform themselves about, and observe, any applicable legal or regulatory requirements. Any failure to comply with the applicable legal or regulatory requirements may constitute a violation of the laws and/or regulations of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility and liability for the violation of such restrictions by any person.

The Acquisition will not be made available, directly or indirectly, in a Restricted Jurisdiction, and the Acquisition will not be capable of acceptance from within a Restricted Jurisdiction.

The release, publication or distribution of this Announcement in or into certain jurisdictions may be restricted by the laws of those jurisdictions. Accordingly, copies of this Announcement and all other documents relating to the Acquisition are not being, and must not be, released, published, mailed or otherwise forwarded, distributed or sent in, into or from any Restricted Jurisdiction. Persons receiving such documents (including, without limitation, nominees, trustees and custodians) should observe these restrictions. Failure to do so may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, Mediahuis and INM disclaim any responsibility or liability for the violations of any such restrictions by any person.

## APPENDIX I

### SOURCES AND BASES OF INFORMATION

In this Announcement, unless otherwise stated or the context otherwise requires, the bases of calculation and sources of information are as described below.

- a) The financial information relating to INM is extracted from the 2018 Annual Report.
- b) The value of the Acquisition is based upon the cash Consideration due under the terms of the Acquisition and on the basis of the issued and to be issued share capital of INM referred to in paragraph (c) below.
- c) The issued and to be issued share capital of INM is calculated on the basis of the number of issued INM Ordinary Shares as at the close of business on 29 April 2019 (being the last practicable date prior to the release of this Announcement), being 1,386,547,375 INM Ordinary Shares (excluding shares in treasury). INM having confirmed in the Transaction Agreement that as of 29 April 2019 there were no outstanding securities convertible into, or rights or options to subscribe for, INM Ordinary Shares.
- d) Unless otherwise stated, all prices for INM Ordinary Shares are the Closing Price for the relevant dates.
- e) The prices of INM Ordinary Shares used for the premium calculations are:
  - i. 7.28 cent, being INM's Closing Price on 3 April 2019 (being the last Business Day prior to the INM Rule 2.4 Announcement on 4 April 2019);
  - ii. approximately 6.43 cent, being INM's volume weighted average share price over the 30 trading day period ending on 3 April 2019; and
  - iii. approximately 6.17 cent, being INM's volume weighted average share price over the 90 trading day period ending on 3 April 2019.
- f) The volume weighted average Closing Price per INM Ordinary Share for the 30 and 90 trading day periods to 3 April 2019 is derived from data provided by Bloomberg.

## APPENDIX II

### DEFINITIONS

The following definitions apply throughout this Announcement unless the context otherwise requires:

“**2018 Annual Report**” means the annual report and audited financial statements of INM for the year ended 31 December 2018;

“**Acquisition**” means the proposed acquisition by Mediahuis of INM by means of the Scheme or the Takeover Offer (and any such Scheme or Takeover Offer as it may be revised, amended or extended from time to time) pursuant to the Transaction Agreement (whether by way of the Scheme or the Takeover Offer in accordance with the terms of the Transaction Agreement) (including the payment by Mediahuis of the aggregate Consideration pursuant to the Scheme or the Takeover Offer), as described in this Announcement and provided for in the Transaction Agreement;

“**Act**” means the Companies Act 2014, as amended;

“**Acting in Concert**” has the meaning given to the term “persons acting in concert” in Regulation 8(2) of the Takeover Regulations;

“**Announcement**” means this announcement, made in accordance with Rule 2.5 of the Takeover Rules, dated 30 April 2019, including its summary and appendices;

“**Antitrust Law**” means any national, supranational, federal, state or foreign Law designed to prohibit, restrict or regulate actions for the purpose or effect of monopolisation or restraint of trade;

“**Antitrust Order**” means any legislative, administrative or judicial action, decree, judgment, injunction, decision or other order (whether temporary, preliminary or permanent) that restricts, prevents or prohibits the consummation of the Acquisition or any other transactions contemplated by the Transaction Agreement under any Antitrust Law;

“**Business Day**” means any day, other than a Saturday, Sunday or public holiday in Ireland, London or Belgium;

“**Clearances**” means all consents, clearances, permissions and waivers that need to be obtained, all applications and filings that need to be made and all waiting periods that may need to have expired, from or under the Laws or practices applied by any Governmental Body in connection with the implementation of the Scheme and/or the Acquisition and, in each case, that constitute a Condition; and any reference to Conditions having been “satisfied” shall be construed as meaning that the foregoing have been obtained, or where appropriate, made or expired in accordance with the relevant Condition;

“**Closing Price**” means the closing price for an INM Ordinary Share at the close of business on the day to which the price relates, derived from Bloomberg for that day;

“**Completion**” means the completion of the Scheme in accordance with the terms and conditions of the Transaction Agreement;

“**Concert Parties**” means such persons as are deemed to be Acting in Concert with Mediahuis or INM (as the context so requires) pursuant to Rule 3.3 of Part A of the Takeover Rules, and such persons as are Acting in Concert with that party;

“**Conditions**” means the conditions to the Scheme and the Acquisition set out in Appendix III of this Announcement and “**Condition**” means any one of them;

“**Consideration**” means 10.5 cent per INM Ordinary Share;

“**Court Hearing**” means the hearing by the High Court of the Petition to sanction the Scheme under Section 453 of the Act;

“**Court Order**” means the order or orders of the High Court sanctioning the Scheme under Section 453 of the Act and confirming the Reduction of Capital;

“**Disclosed**” means the information disclosed by or on behalf of INM (i) in the 2018 Annual Report; (ii) in this Announcement; (iii) in any other public announcement, by or on behalf of INM (in each case) prior to the date of this Announcement; or (iv) as otherwise fairly disclosed to Mediahuis (or its officers, employees, agents or advisors) prior to the date of this Announcement;

“**EC Merger Regulation**” means Council Regulation (EC) No. 139/2004;

“**Effective**” means in the context of the Acquisition: (i) if the Acquisition is implemented by way of a Scheme, the Scheme having become effective in accordance with its terms, upon the delivery to the Registrar of Companies of the Court Order together with the minute required by Section 86 of the Act confirming the Reduction of Capital and such Reduction of Capital having become effective upon the registration of the Court Order and minute by the Registrar of Companies; or (ii) if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer having been declared or become unconditional in all respects in accordance with the requirements of the Takeover Rules;

“**Effective Date**” means (a) the date on which the Scheme becomes Effective or (b) if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer having become (or having been declared) unconditional in all respects;

“**Effective Time**” means the time on the Effective Date at which the Court Order and a copy of the minute required by Section 86 of the Act are registered by the Registrar of Companies or, as the case may be, the Takeover Offer becomes (or is declared) unconditional in all respects in accordance with the Takeover Offer Documents and the requirements of the Takeover Rules;

“**EGM**” or “**Extraordinary General Meeting**” means the extraordinary general meeting of INM Shareholders (and any adjournment thereof) to be convened in connection with the Scheme, expected to be convened as soon as the Scheme Meeting shall have been concluded or adjourned (it being understood that if the Scheme Meeting is adjourned, the EGM shall be correspondingly adjourned);

“**EGM Resolutions**” means the resolutions to be proposed at the EGM for the purposes of approving and implementing the Scheme, the Reduction of Capital, changes to the constitution of INM and such other matters as INM reasonably determines to be necessary for the purposes of implementing the Scheme or, subject to the consent of Mediahuis (which may not to be unreasonably withheld, conditioned or delayed), desirable for the purposes of implementing the Scheme;

“**End Date**” means 31 December 2019 or such later date as Mediahuis and INM may, with (if required) the consent of the Panel, agree and (if required) the High Court may allow;

“**Euronext Dublin**” means the Irish Stock Exchange plc, trading as Euronext Dublin;

“**Euronext Dublin Listing Rules**” means the Euronext Dublin Listing Rules for companies published by Euronext Dublin;

“**Euronext Dublin Market**” means the Euronext Dublin Market operated by Euronext Dublin;

“**Expenses Reimbursement Agreement**” means the expenses reimbursement agreement dated 30 April 2019 between Mediahuis and INM, the terms of which have been approved by the Panel;



“**FCA**” means the UK Financial Conduct Authority;

“**Final Closing Date**” shall have the meaning given to the term in the Takeover Rules;

“**Final Recommendation Change Notice**” has the meaning given to the term in clause 5.2(e) of the Transaction Agreement;

“**FSMA**” means the UK Financial Services and Markets Act 2000 (as it may have been, or may from time to time be, amended, modified, re-enacted or replaced);

“**Governmental Body**” means any Irish, UK, Belgian, foreign or supranational, federal, state, local or other governmental or regulatory authority, agency in any jurisdiction (including the Minister), commission, board, body, bureau, arbitrator, arbitration panel, or other authority, agency, including courts and other judicial bodies, or any competition, antitrust, foreign investment review or supervisory body, central bank or other governmental, trade or regulatory agency or body, securities exchange, stock exchange or any self-regulatory body or authority, including any instrumentality or entity designed to act for or on behalf of the foregoing, in each case, in any jurisdiction (provided it has jurisdiction over the applicable person or its activities or property);

“**High Court**” means the High Court of Ireland;

“**Indebtedness**” means any and all (a) indebtedness for borrowed money, whether current or funded, secured or unsecured, including that evidenced by notes, bonds, debentures or other similar instruments (and including all outstanding principal, prepayment premiums, if any, and accrued interest, fees and expenses related thereto); (b) amounts owed with respect to drawn letters of credit; (c) cash overdrafts; and (d) outstanding guarantees of obligations of the type described in (a) through (c);

“**INM**” means Independent News & Media PLC, a company incorporated in Ireland with registered number 2936 having its registered office at Independent House, 27-32 Talbot Street, Dublin 1, D01 X2E1, Ireland;

“**INM 2019 Plan**” means the INM 2019 Long Term Retention and Incentive Plan 2019 (if and to the extent adopted by INM);

“**INM Alternative Proposal**” means any bona fide proposal or bona fide offer made by any person, which proposal may be subject to due diligence, definitive documentation or both (other than a proposal or firm intention to make an offer pursuant to Rule 2.5 of the Takeover Rules by Mediahuis or any of its Concert Parties) for: (a) the acquisition of INM by scheme of arrangement or takeover offer or otherwise; (b) the acquisition by any person of 10% or more of the assets, taken as a whole, of the INM Group, measured by either book value or fair market value (including equity securities of any member of the INM Group); (c) a merger, reorganisation, share exchange, consolidation, business combination, recapitalisation, dissolution, liquidation or similar transaction involving INM as a result of which the holders of INM Shares immediately prior to such transaction do not, in the aggregate, own at least 90% of the voting power of the surviving or resulting entity in such transaction immediately after consummation thereof; or (d) the direct or indirect acquisition by any person (or the shareholders or stockholders of such person) of more than 10% of the voting power or the issued share capital of INM, including any offer or exchange offer that if consummated would result in any person beneficially owning shares with more than 10% of the voting power of INM;

“**INM Board**” means the board of directors of INM from time to time and for the time being;

“**INM Change of Recommendation**” has the meaning given to that term in clause 5.2(d) of the Transaction Agreement;

“**INM Directors**” means the members of the INM Board;

“**INM Employee Share Scheme 2008**” means the INM Employee Share Scheme 2008 operated by INM;

“**INM Group**” means INM and all of its Subsidiaries;

“**INM Long Term Incentive Plan 2014**” means the INM Long Term Incentive Plan 2014, operated by INM;

“**INM Optionholders**” means the holders of any subsisting options granted under INM Share Plans;

“**INM Ordinary Shares**” means the ordinary shares of €0.01 each in the share capital of INM;

“**INM Share Plans**” means the INM Employee Share Scheme 2008, INM Long Term Incentive Plan 2014, or the INM 2019 Plan;

“**INM Shareholder Approval**” means (i) the approval of the Scheme Meeting Resolution by a majority in number of INM Shareholders representing at least 75% in value of INM Shares held by such INM Shareholders, present and voting either in person or by proxy, at the requisite Scheme Meeting (or at any adjournment of such meeting); and (ii) the EGM Resolutions being duly passed by the requisite majorities of INM Shareholders present and voting either in person or by proxy at the EGM (or at any adjournment of such meeting);

“**INM Shareholders**” means the holders of INM Ordinary Shares;

“**INM Superior Proposal**” means a written bona fide INM Alternative Proposal (where each reference to 10% set forth in the definition of such term shall be deemed to refer to 90%, but provided that such INM Alternative Proposal may not be subject to due diligence or definitive documentation (other than the execution thereof)) that the INM Board determines in good faith (after consultation with INM’s financial advisers and outside legal counsel) is more favourable to the INM Shareholders than the Transactions, taking into account any revisions to the terms of the Transactions proposed by Mediahuis in accordance with clause 5.2(e) of the Transaction Agreement and such financial (including, where such INM Alternative Proposal is not in respect of an acquisition of the entire issued and outstanding share capital of INM, the total proceeds and value that may be due to INM Shareholders), regulatory, anti-trust, legal, structuring, timing and other aspects of such proposal as the INM Board considers to be appropriate;

“**Ireland**” means Ireland, excluding Northern Ireland (the counties of Antrim, Armagh, Derry, Down, Fermanagh and Tyrone), and the word “**Irish**” shall be construed accordingly;

“**Irrecoverable VAT**” in relation to any person, any amount in respect of VAT which that person (or a member of the same VAT Group as that person) has incurred and in respect of which neither that person nor any other member of the same VAT Group as that person is entitled to a refund (by way of credit or repayment) from any relevant Tax Authority pursuant to and determined in accordance with section 59 of the Value Added Tax Consolidation Act 2010 and any regulations made under that Act or similar provision in any other jurisdiction;

“**ISIN**” means International Securities Identification Number;

“**J.P. Morgan**” means J.P. Morgan Securities plc;

“**Law**” means any applicable federal, state, local, municipal, foreign, supranational or other law, statute, constitution, principle of common law, resolution, ordinance, code, agency requirement, licence, permit, edict, binding directive, decree, rule, regulation, judgment, order, injunction, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body;

“**Lazard**” means Lazard & Co., Limited;

“**Listing Rules**” means the Euronext Dublin Listing Rules and the UK Listing Rules, as applicable;

“**London Stock Exchange**” means the London Stock Exchange plc;

“**Main Market**” means the Main Market of the London Stock Exchange plc;

“**Mediahuis**” means Mediahuis NV, a limited liability company, incorporated under the laws of Belgium, having its registered office at Katwilgweg 2, 2050 Antwerp, Belgium, registered with the Crossroads Bank of Enterprises under number 0439.849.666 (RPR Antwerp);

“**Mediahuis Board**” means the board of directors of Mediahuis;

“**Mediahuis Directors**” means the members of the Mediahuis Board;

“**Mediahuis Group**” means Mediahuis, any Subsidiary of Mediahuis, any Holding Company of Mediahuis and any Subsidiary of any such Holding Company;

“**Panel**” means the Irish Takeover Panel;

“**Petition**” means the petition to the High Court seeking the Court Order;

“**Pre-Conditions**” means the pre-conditions to the posting of the Scheme Document (or the making of the Takeover Offer, if applicable) set out in Appendix IV of this Announcement and “**Pre-Condition**” means any one of the Pre-Conditions;

“**Reduction of Capital**” means the reduction of the share capital of INM by the cancellation of the INM Ordinary Shares, to be effected as part of the Scheme under Sections 84 to 86 of the Act;

“**Registrar of Companies**” means the Registrar of Companies in Dublin, Ireland as defined in Section 2 of the Act;

“**Resolutions**” means collectively, the Scheme Meeting Resolution and the EGM Resolutions, which will be set out in the Scheme Document;

“**Restricted Jurisdiction**” means any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Acquisition is sent or made available in that jurisdiction;

“**Rule 2.4 Announcement**” means the announcement made by INM on 4 April 2019 regarding media speculation pursuant to Rule 2.4 of the Takeover Rules;

“**Sanction Date**” has the meaning set out in Appendix III, paragraph 2.3 of this Announcement;

“**Scheme**” means the proposed scheme of arrangement pursuant to Chapter 1 of Part 9 of the Act and the capital reduction under Sections 84 and 85 of the Act involved therein to effect the Acquisition pursuant to the Transaction Agreement, on the terms (including the Conditions) and for the consideration set out in this Announcement and on such other terms as Mediahuis and INM, mutually agree in writing, including any revision thereof as may be so agreed between Mediahuis and INM and, if required, by the High Court;

“**Scheme Document**” means a document to be distributed to INM Ordinary Shareholders and, to the extent necessary and for information only, to the INM Optionholders containing: (i) the Scheme; (ii) the notice or notices of the Scheme Meeting and EGM; (iii) an explanatory statement as required by Section 452 of the Act with respect to the Scheme; (iv) such other information as may be required or necessary pursuant to the Act, the Takeover Rules, the Listing Rules; and (v) such other information as INM and Mediahuis shall agree;

“**Scheme Meeting**” means the meeting or meetings of the INM Shareholders or, if applicable, any class or classes of INM Shareholders (including as may be directed by the High Court pursuant to Section 450(5) of the Act) (and any adjournment of any such meeting or meetings) convened by (i) resolution of the INM Board or (ii) order of the High Court, in either case pursuant to Section 450 of the Act, to consider and vote on the Scheme Meeting Resolution;

“**Scheme Meeting Resolution**” means the resolution to be proposed at the Scheme Meeting for the purposes of approving and implementing the Scheme;

“**Scheme Recommendation**” means the unanimous recommendation of the INM Board that INM Shareholders vote in favour of the Resolutions (or if Mediahuis effects the Acquisition as a Takeover Offer, the recommendation of the INM Board that INM Shareholders accept the Takeover Offer);

“**Subsidiary**” means in relation to any person, any corporation, partnership, association, trust or other form of legal entity of which such person directly or indirectly owns securities or other equity interests representing more than 50% of the aggregate voting power;

“**Takeover Offer**” means an offer in accordance with clause 3.6 of the Transaction Agreement for the entire issued and to be issued ordinary share capital of INM (other than any INM Shares beneficially owned by any member of the Mediahuis Group (if any) or by any person Acting in Concert with Mediahuis (if any)), including any amendment or revision thereto pursuant to the Transaction Agreement, the full terms of which would be set out in the Takeover Offer Documents or (as the case may be) any revised offer document(s);

“**Takeover Offer Document**” means, if following the date of the Transaction Agreement, Mediahuis elects to implement the Acquisition by way of Takeover Offer in accordance with clause 3.6 of the Transaction Agreement, the document to be despatched to INM Shareholders and others by Mediahuis containing, amongst other things, the Takeover Offer, the Conditions (save insofar as not appropriate in the case of a Takeover Offer, and as amended in such manner as Mediahuis and INM shall determine, and the Panel shall agree, to be necessary to reflect the terms of the Takeover Offer) and certain information about Mediahuis and INM and, where the context so admits, includes any form of acceptance, election, notice or other document reasonably required in connection with the Takeover Offer;

“**Takeover Regulations**” means the European Communities (Takeover Bids (Directive 2004/25/EC)) Regulations 2006;

“**Takeover Rules**” means the Irish Takeover Panel Act 1997, Takeover Rules 2013;

“**Transactions**” means the Transactions contemplated by the Transaction Agreement, including the Acquisition;

“**Transaction Agreement**” means the Transaction Agreement dated 30 April 2019 between Mediahuis and INM in relation to the implementation of the Scheme and the Acquisition;

“**UK Listing Rules**” means the listing rules made by the FCA under Part VI of FSMA (as amended from time to time);

“**VAT**” means any tax imposed by any member state of the European Community in conformity with the Directive of the Council of the European Union on the common system of value added tax (2006/112/EC) and any tax similar to or replacing the same; and

“**VAT Group**” means a group as defined in Section 15 of the Value Added Tax Consolidation Act 2010 and any similar VAT grouping arrangement in any other jurisdiction;

“**Voting Record Time**” means the time and date to be specified as the voting record time for the Scheme Meeting (or any adjournment thereof) in the Scheme Document.

All amounts contained within this document referred to by “**EUR**” and/or “**€**” refer to Euro. All amounts contained within this document referred to by “**c.**” or “**cent**” refer to cent of Euro

Any references to any provision of any legislation shall include any amendment, modification, re-enactment or extension thereof. Any reference to any legislation is to Irish legislation unless specified otherwise.

Words importing the singular shall include the plural and vice versa and words supporting the masculine shall include the feminine or neuter gender.

All times referred to in this Announcement are Irish times unless otherwise stated.

## APPENDIX III

### CONDITIONS OF THE ACQUISITION AND THE SCHEME

The Acquisition and the Scheme will comply with the Takeover Rules, the Act and where relevant, the Listing Rules, and will be subject to the terms and conditions set out in this Announcement and to be set out in the Scheme Document. The Acquisition and the Scheme are governed by the Laws of Ireland and subject to the exclusive jurisdiction of the courts of Ireland.

The Acquisition and the Scheme will be subject to the following conditions:

1. The Acquisition will be conditional upon the Scheme becoming effective and unconditional by not later than the End Date (or such earlier date as may be specified by the Panel, or such later date as Mediahuis and INM may, with (if required) the consent of the Panel, agree and (if required) the High Court may allow).
2. The Scheme will be conditional upon:
  - 2.1. the approval of the Scheme by a majority in number of the INM Shareholders representing at least three-fourths (75%) in value of the INM Ordinary Shares, at the Voting Record Time, held by such holders, present and voting either in person or by proxy, at the Scheme Meeting (or at any adjournment of such meeting);
  - 2.2. the EGM Resolutions being duly passed by the requisite majority of INM Shareholders at the Extraordinary General Meeting (or at any adjournment of such meeting);
  - 2.3. the sanction by the High Court (with or without material modification), but subject to any such modification being acceptable to each of Mediahuis and INM of the Scheme pursuant to Chapter 1 of Part 9 of the Act and the confirmation of the Reduction of Capital (the date on which the condition in this paragraph 2.3 is satisfied, the “**Sanction Date**”); and
  - 2.4. office copies of the Court Order and the minute required by Section 86 of the Act in respect of the Reduction of Capital being delivered for registration to the Registrar of Companies and registration of the Court Order and minute confirming the Reduction of Capital by the Registrar of Companies.
3. Mediahuis and INM have agreed that, subject to paragraph 7 of this Appendix III, the Acquisition will also be conditional upon the following matters having been satisfied or waived on or before the Sanction Date:
  - 3.1. to the extent that the Acquisition constitutes a “media merger” within the scope of Part 3A of the Irish Competition Act 2002 (as amended) (the “**Competition Act**”), and one of the following events having occurred:
    - (1) the Competition and Consumer Protection Commission (“**CCPC**”) having informed the notifying parties pursuant to Section 21(2)(a) of the Competition Act that it has made a determination to that the Acquisition may be put into effect or put into effect subject to commitments; or
    - (2) the period specified in Section 21(2) of the Competition Act having elapsed without the CCPC having informed the notifying parties of the determination (if any) which has been made under Section 21(2) of the Competition Act; or

- (3) the CCPC having informed the notifying parties that it has determined under Section 22(3) of the Competition Act that the Acquisition may be put into effect or put into effect subject to commitments; and
  - (4) one hundred and twenty working days after the “appropriate date” (as defined in Section 19(6) of the Competition Act) having elapsed, or, where a requirement for further information is made under Section 120(2) of the Competition Act, 120 working days and any period of suspension that applied pursuant to Section 22(4A) after the “appropriate date” having elapsed, without the CCPC having made a determination under Section 22(3) of the Competition Act; and
- 3.2. the Acquisition having been notified to the Minister for Communications, Climate Action and Environment (the “**Minister**”) pursuant to Section 28B(1) of the Competition Act, and one of the following events having occurred:
- (1) the Minister having informed the notifying parties pursuant to Section 28D(1)(a) of the Competition Act that he has made a determination that the Acquisition will not be contrary to the public interest in protecting plurality of media in Ireland and may be put into effect; or
  - (2) the Minister having informed the notifying parties pursuant to Section 28D(1)(b) of the Competition Act that, in light of proposed commitments offered by the parties, he has made a determination that the Acquisition will not be contrary to the public interest in protecting plurality of media in Ireland and may be put into effect subject to those commitments; or
  - (3) the Minister having informed the notifying parties pursuant to Section 28G(1)(a) of the Competition Act that he has determined that the Acquisition will not be contrary to the public interest in protecting plurality of media in Ireland and may be put into effect; and
  - (4) the Minister having informed the notifying parties pursuant to Section 28G(1)(c) of the Competition Act that, in light of proposed commitments offered by the parties, he has made a determination that the Acquisition will not be contrary to the public interest in protecting plurality of media in Ireland and may be put into effect subject to those commitments.

### **General Regulatory and Anti-Trust / Competition**

- 3.3. no (i) Law, (ii) injunction, restraint or prohibition by any court of competent jurisdiction or (iii) injunction, order, prohibition under any Antitrust Law or Antitrust Order by any Relevant Authority shall have been enacted or entered and shall continue to be in effect which would or would reasonably be expected to (in any case to an extent or in a manner which is material in the context of, and adverse to, the Acquisition):
- 3.3.1. make the Acquisition or its implementation, or the acquisition or proposed acquisition by Mediahuis or any member of the Mediahuis Group of any shares or other securities in, or control or management of, INM, or any of the material assets of INM, void, illegal or unenforceable under the laws of any jurisdiction or otherwise, directly or indirectly, prevent, or prohibit the same; or
  - 3.3.2. render Mediahuis unable to acquire some or all of the INM Ordinary Shares or result in or affect any divestiture of, or requirement to hold separate (including by establishing a trust

or otherwise), or agree to restrict in any material respect its ownership or operation of, any material portion of the business or assets of INM, or to enter into any material adverse settlement or consent decree, or agree to any material adverse undertaking, with respect to any material portion of the business or assets of INM.

### **Termination of the Transaction Agreement**

- 3.4. the Transaction Agreement not having been terminated as a consequence of any of the following events having occurred (such events (including that set out in the Condition in paragraph 3.5 below) being the events set out in the Transaction Agreement following the occurrence of which the Transaction Agreement may be terminated in accordance with its terms):
- 3.4.1. if the Acquisition is implemented by way of a Scheme, by either INM or Mediahuis if the Scheme Meeting or the EGM shall have been completed and the Scheme Meeting Resolution or the EGM Resolutions, as applicable, shall not have been approved by the requisite majorities;
  - 3.4.2. by either INM or Mediahuis if the Effective Time shall not have occurred by 5.00 pm on the End Date, provided that the right to terminate the Transaction Agreement shall not be available to a Party whose breach of any provision of the Transaction Agreement shall have been the primary cause of the failure of the Effective Time to have occurred by such time;
  - 3.4.3. if the Acquisition is implemented by way of a Scheme, by either INM or Mediahuis if the High Court declines or refuses to sanction the Scheme unless INM and Mediahuis agree that the decision of the High Court shall be appealed;
  - 3.4.4. by either INM or Mediahuis if an injunction shall have been entered permanently restraining, enjoining or otherwise prohibiting the consummation of the Acquisition and such injunction shall have become final and non-appealable (provided that the right to terminate the Transaction Agreement shall not be available to a Party whose breach of any provision of the Transaction Agreement shall have been the primary cause of such injunction);
  - 3.4.5. by INM, if Mediahuis shall have breached or failed to perform in any material respect any of its covenants or other agreements contained in the Transaction Agreement or any of its representations or warranties set forth in the Transaction Agreement having been inaccurate, which material breach, failure to perform or inaccuracy would result in a failure of any Conditions; and is not reasonably capable of being cured by the End Date or, if curable, INM shall have given Mediahuis written notice, delivered at least 30 days prior to such termination, stating INM's intention to terminate the Transaction Agreement and the basis for such termination and such breach, failure to perform or inaccuracy shall not have been cured within 30 days following the delivery of such written notice or, if earlier, by the End Date;
  - 3.4.6. by Mediahuis, if INM shall have breached or failed to perform in any material respect any of covenants or other agreements contained in the Transaction Agreement or any of its representations or warranties set forth in the Transaction Agreement having been inaccurate, which material breach, failure to perform or inaccuracy: would result in a failure of any Conditions; and is not reasonably capable of being cured by the End Date or, if



curable, Mediahuis shall have given INM written notice, delivered at least 30 days prior to such termination, stating Mediahuis' intention to terminate the Transaction Agreement and the basis for such termination and such breach, failure to perform or inaccuracy shall not have been cured within 30 days following the delivery of such written notice or, if earlier, by the End Date;

- 3.4.7. by Mediahuis, in the event that an INM Change of Recommendation shall have occurred or the INM Board or any committee thereof withdraws (or modifies in any manner adverse to Mediahuis) or proposes publicly to withdraw (or modify in any manner adverse to Mediahuis) the Scheme Recommendation;
- 3.4.8. by INM upon written notice at any time following delivery of a Final Recommendation Change Notice;
- 3.5. the Transaction Agreement not having been terminated by the mutual written consent of Mediahuis and INM;

**Certain matters arising as a result of any Arrangement, Agreement etc.**

- 3.6. except as Disclosed, there being no provision of any arrangement, agreement, licence, permit, authorisation, franchise, facility, lease or other instrument to which any member of the INM Group is a party or by or to which any such member or any of its respective assets may be bound, entitled or subject and which, in consequence of the Acquisition or the proposed acquisition by any member of the Mediahuis Group of any shares or other securities (or the equivalent) in or control of INM or any member of the INM Group or because of a change in the control or management of any member of INM or otherwise, would or would be reasonably expected to result in, in any such case to an extent which is material in value terms in the context of the INM Group taken as a whole:
  - 3.6.1. any monies borrowed by, or any other indebtedness or liability (actual or contingent) of, or any grant available to any member of the INM Group becoming payable, or becoming capable of being declared, repayable immediately or prior to their or its stated maturity, or the ability of any such member to borrow monies or incur any indebtedness being or becoming capable of being withdrawn or inhibited;
  - 3.6.2. the creation, save in the ordinary course of business, or enforcement of any mortgage, charge or other security interest wherever existing or having arisen over the whole or any part of the business, property or assets of any member of the INM Group or any such mortgage, charge or other security interest becoming enforceable;
  - 3.6.3. the rights, liabilities, obligations, interests or business of any member of the INM Group under any such arrangement, agreement, licence, permit, authorisation, franchise, facility, lease or other instrument or the rights, liabilities, obligations or interests or business of any member of the INM Group in or with any other firm or company or body or person (or any agreement/arrangement or arrangements relating to any such business or interests) being terminated or adversely modified or affected or any onerous obligation or liability arising or any adverse action being taken thereunder;
  - 3.6.4. any material assets or interests of, or any asset the use of which is enjoyed by, any member of the INM Group being or falling to be disposed of or charged or ceasing to be available

to any member of the INM Group or any right arising under which any such asset or interest would be required to be disposed of or charged or would cease to be available to any member of the INM Group otherwise than in the ordinary course of business;

- 3.6.5. any member of the INM Group ceasing to be able to carry on business in any jurisdiction in which it currently operates;
- 3.6.6. the value of, or the financial or trading position of any member of the INM Group being prejudiced or adversely affected;
- 3.6.7. the creation or acceleration of any liability or liabilities (actual or contingent) by any member of the INM Group other than the creation of trade creditors or other liabilities incurred in the ordinary course of business;
- 3.6.8. any material liability of any member of the INM Group to make any severance, termination, bonus or other payment to any of the directors or other officers;

#### **Certain events occurring after the date of this Announcement**

- 3.7. except as Disclosed, and save as permitted in accordance with the terms of the Transaction Agreement, no member of the INM Group having since 31 December 2018:
  - 3.7.1. save as between INM and wholly owned Subsidiaries of INM issued, granted, conferred, or awarded or agreed to issue, grant, confer or award or authorised or proposed the issue of additional shares of any class, or any rights or securities convertible into or exchangeable for shares, or rights, warrants or options to subscribe for or acquire any such shares, securities or convertible securities;
  - 3.7.2. recommended, announced, declared, paid or made or proposed to recommend, announce, declare, pay or make any bonus issue, dividend or other distribution (whether in cash or otherwise) save for any dividend declared prior to the Effective Date by any wholly owned Subsidiary of INM;
  - 3.7.3. save for transactions between INM and its wholly owned Subsidiaries or between such wholly-owned Subsidiaries, merged with or demerged or acquired any body corporate, partnership or business or acquired or disposed of, or transferred, mortgaged or charged or created any security interest over, any material assets or any right, title or interest in any material asset (including shares and trade investments) or authorised, proposed or announced any intention to do so in each case which is material in the context of the INM Group taken as a whole;
  - 3.7.4. save as between INM and its wholly owned Subsidiaries or between such wholly owned Subsidiaries, made, authorised, proposed or announced an intention to propose any change in its loan capital other than in the ordinary and usual course of carrying out its current banking activities;
  - 3.7.5. issued, authorised or proposed the issue of any loan capital or debentures, or (save as between INM and its wholly owned Subsidiaries or between such wholly owned Subsidiaries) incurred or increased any indebtedness or contingent liability over and above existing facilities currently available to the INM Group and/or any member of the INM

Group, in any such case otherwise than in a manner which is materially consistent with the business of the INM Group being conducted in the ordinary and usual course;

- 3.7.6. entered into or varied or announced its intention to enter into or vary any contract, transaction, arrangement or commitment (whether in respect of capital expenditure or otherwise) (otherwise than in the ordinary and usual course of business) which is of a long term, unusual or onerous nature, or magnitude which is, in any such case, material in the context of the INM Group taken as a whole or which would be materially restrictive on the business of any material member of the INM Group or the Mediahuis Group;
- 3.7.7. except in the ordinary and usual course of business, entered into or materially improved, or made any offer (which remains open for acceptance) to enter into or improve, the terms of the employment contract with any director of INM or any person occupying one of the senior executive positions in the INM Group;
- 3.7.8. except in the ordinary and usual course of business, proposed, agreed to provide or modified the terms of any share option scheme, incentive scheme, or other benefit relating to the employment or termination of employment of any employee of the INM Group, which in any such case would be material in the context of the incentive schemes operated by the INM Group;
- 3.7.9. made or agreed or consented to any significant change to the terms of the trust deeds (including the termination or partial termination of the trusts) constituting the pension schemes established for its directors, employees or their dependants or the benefits which accrue, or to the pensions which are payable, thereunder, or to the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined or to the basis on which the liabilities (including pensions) of such pension schemes are funded or made, or agreed or consented to any change to the trustees involving the appointment of a trust corporation, or causing any employee of the INM Group to cease to be a member of any pension scheme by withdrawing as a participating employer in such pension scheme, or unlawfully terminating the employment of any active member of a pension scheme, or making any employee member of the INM Group redundant, or exercising any discretion under the provisions governing such pension scheme, which in any such case would be material in the context of the pension schemes operated by INM Group;
- 3.7.10. save as between INM and wholly owned Subsidiaries of INM, purchased, redeemed or repaid or proposed the purchase, redemption or repayment of any of its own shares or other securities or reduced or, save in respect of the matters mentioned in sub-paragraph 3.5.1 above, made any other change to any part of its share capital to an extent which (other than in the case of INM) is material in the context of the INM Group taken as a whole;
- 3.7.11. waived or compromised any claim otherwise than in the ordinary and usual course of business which is material in the context of the INM Group taken as a whole;
- 3.7.12. (except where the consequences thereof would not be material (in value terms or otherwise) in the context of the INM Group taken as a whole) and save for voluntary solvent liquidations, taken or proposed any corporate action or had any legal proceedings instituted or threatened against it in respect of its winding-up, dissolution, examination or

reorganisation or for the appointment of a receiver, examiner, administrator, administrative receiver, trustee or similar officer of all or any part of its assets or revenues, or (A) any analogous proceedings in any jurisdiction, or (B) appointed any analogous person in any jurisdiction;

- 3.7.13. altered the provisions of the memorandum and articles of association of any member of the INM Group the effect of which is material in the context of the INM Group taken as a whole; or
- 3.7.14. been unable, or admitted in writing that it is unable, to pay its debts or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business which is material in the context of the INM Group taken as a whole;

### **Adverse Changes, No Litigation, Liabilities or Similar**

3.8. except as Disclosed since 31 December 2018:

- 3.8.1. no adverse change or deterioration having occurred in the business, financial or trading position, or profits of any member of the INM Group which is material to the INM Group taken as a whole and which has not arisen wholly or in all material respects as a result of the proposed Acquisition;
- 3.8.2. no litigation, arbitration proceedings, prosecution or other legal proceedings having been threatened, announced, implemented or instituted by or against or remaining outstanding against or in respect of any member of the INM Group or to which any member of the INM Group is or may become a party (whether as plaintiff or defendant or otherwise) and no enquiry or investigation by or complaint or reference to any Relevant Authority against or in respect of any member of the INM Group having been threatened, announced or instituted or remaining outstanding which, in any such case, might be reasonably likely to adversely affect any member of the INM Group to an extent which is material to the INM Group taken as a whole;
- 3.8.3. no contingent or other liability having arisen or being likely to arise or having become apparent to Mediahuis which is or would be likely to adversely affect the business, assets, financial or trading position or profits or prospects of any member of the INM Group to an extent which is material to the INM Group taken as a whole;
- 3.8.4. no steps having been taken and no omissions having been made which are likely to result in the withdrawal, cancellation, termination or modification of any licence, consent, permit or authorisation held by any member of the INM Group which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which is material and likely to adversely affect the INM Group taken as a whole;
- 3.8.5. no member of the INM Group having conducted its business in breach of applicable laws and regulations which in any case is material in the context of the INM Group taken as a whole; or
- 3.8.6. Mediahuis not having discovered that any financial, business or other information concerning the INM Group, that is material in the context of the INM Group as a whole

and has been disclosed publicly, is misleading or contains any misrepresentation of fact or omits to state a fact necessary to make that information not misleading.

#### **No Discovery of Certain Matters**

- 3.9. save as Disclosed, no member of the INM Group being in default under the terms or conditions of any facility or agreement or arrangement for the provision of loans, credit or drawdown facilities, or of any security, surety or guarantee in respect of any facility or agreement or arrangement for the provision of loans, credit or drawdown facilities to any member of the INM Group (save where such default is not or would not be material (in value terms or otherwise) in the context of the INM Group taken as a whole).

#### **No change in Capital or Indebtedness**

- 3.10. no options have been granted and remain unexercised under any of the INM Share Plans other than those Disclosed; or
- 3.11. the aggregate outstanding Indebtedness of INM and its wholly owned Subsidiaries is not greater than the total amount available to the INM Group under its existing available facilities.
4. Subject to the requirements of the Panel, Mediahuis reserve the right (but shall be under no obligation) to waive (to the extent permitted by applicable Law), in whole or in part, all or any of the Conditions in paragraph 3.
5. If Mediahuis is required to make an offer for INM Ordinary Shares under the provisions of Rule 9 of the Takeover Rules, Mediahuis may make such alterations to any of the conditions set out in paragraphs 1, 2, 3, and 4 above as are necessary to comply with the provisions of that rule.
6. Mediahuis reserves the right, subject to the prior written approval of the Panel, to effect the Acquisition by way of a Takeover Offer in the circumstances described in and subject to the terms of clause 3.6 of the Transaction Agreement. Without limiting clause 3.6 of the Transaction Agreement, in such event, such offer will be implemented on terms and conditions that are at least as favourable to the INM Shareholders (except for an acceptance condition set at 90% of the nominal value of the INM Ordinary Shares to which such an offer relates and which are not already in the beneficial ownership of Mediahuis so far as applicable, which may be waived down to “50% plus one INM Ordinary Share”) as those which would apply in relation to the Scheme.
7. As required by Rule 12(b)(i) of the Takeover Rules, to the extent that the Acquisition would give rise to a concentration with a Community dimension within the scope of the EC Merger Regulation, the Scheme shall, except as otherwise approved by the Panel, lapse if the European Commission initiates proceedings in respect of that concentration under Article 6(1)(c) of the EC Merger Regulation or refers the concentration to a competent authority of a Member State under Article 9(1) of the EC Merger Regulation prior to the date of the Scheme Meeting.
8. Mediahuis reserves the right for one or more of its Subsidiaries from time to time to implement the Acquisition with the prior written approval of the Panel.

## **APPENDIX IV**

### **PRE-CONDITIONS TO THE POSTING OF THE SCHEME DOCUMENT**

The posting of the Scheme Document (or the making of the Takeover Offer, if applicable) will be subject to both of the following Pre-Conditions:

1. the receipt by Mediahuis of an irrevocable undertaking to vote in favour of each of the Resolutions required to implement the Acquisition in respect of 414,322,191 INM Ordinary Shares from Denis O'Brien not later than 5:00 pm (Irish time) today; and
2. the receipt by Mediahuis of an irrevocable undertaking to vote in favour of each of the Resolutions required to implement the Acquisition in respect of 207,982,106 INM Ordinary Shares from Dermot Desmond not later than 5:00 pm (Irish time) today.

Mediahuis reserves the right to waive, in whole or in part, each of the Pre-Conditions set out above.