

EXECUTION VERSION

DATED 30 APRIL 2019

MEDIAHUIS N.V.

and

**INDEPENDENT NEWS & MEDIA
PUBLIC LIMITED COMPANY**

TRANSACTION AGREEMENT

ARTHUR COX

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THIS AGREEMENT is made on 30 April 2019

BETWEEN:

- (1) **MEDIAHUIS N.V.**, a naamloze vennootschap incorporated in Belgium, registered with the Crossroads Bank of Enterprises under number 0439.849.666 (RPR Antwerp), having its registered office at Katwilgweg 2, 2050 Antwerp, Belgium (“**Mediahuis**”); and
- (2) **INDEPENDENT NEWS & MEDIA PLC**, a public limited company incorporated in Ireland, with registered number 2936, having its registered office at Independent House, 27-32 Talbot Street, Dublin 1, (“**INM**”).

RECITALS:

- (A) Mediahuis has agreed to make a recommended offer for the entire issued and to be issued share capital of INM on the terms of, and subject to, the conditions referred to in the Rule 2.5 Announcement.
- (B) The Parties have agreed to certain matters relating to the conduct of the Acquisition and are entering into this Agreement to record their respective rights and obligations relating to such matters.
- (C) The Parties intend that the Acquisition will be implemented by way of the Scheme , although this may, subject to the consent of the Irish Takeover Panel (where required), be switched to a Takeover Offer in accordance with the terms set out in this Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement, its recitals and schedules, each of the following words and expressions shall have the meaning set opposite it:

“**2008 Plan**” means the INM Employee Share Scheme 2008;

“**2014 Plan**” means the INM plc Long Term Incentive Plan 2014;

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

“**Acquisition**” means the proposed acquisition by Mediahuis of INM by means of the Scheme (as described in the Rule 2.5 Announcement) or a Takeover Offer (and any such Scheme or Takeover Offer as it may be revised, amended or extended from time to time) (including the payment by Mediahuis of the aggregate cash consideration pursuant to the Scheme or such Takeover Offer), as described in the Rule 2.5 Announcement and provided for in this Agreement;

“**Act**” means the Companies Act 2014;

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

“**Action**” means any lawsuit, claim, complaint, action or proceeding before any Governmental Body;

“**Affiliate**” means in relation to any person, any other person that, directly or indirectly, controls, is controlled by, or is under common control with, such first person (as used in this definition, “control” (including, with its correlative meanings, “controlled by” and “under common control with”) shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a person, whether through the ownership of securities or partnership or other ownership interests, by Contract or otherwise);

“**Agreement**” means this agreement, as may be amended and restated or supplemented from time to time in accordance with its terms including the Schedules hereto;

“**Benefit Plan**” means each:

- (a) employee benefit plan;
- (b) bonus, share option, share purchase, share ownership, restricted share, equity, phantom-equity or other equity-based, incentive, deferred compensation, retirement, pension, profit sharing, retiree medical, life insurance, supplemental retirement, vacation, medical, dental, vision, prescription, cafeteria, fringe benefit, relocation or expatriate benefit, perquisite, disability, accident, leave, employee assistance, supplemental unemployment benefit or other compensation or benefit plans, programs, agreements or arrangements; and
- (c) employment, termination, severance, redundancy, layoff, change in control, salary continuation, transaction bonus, retention or other plans, programs, agreements or arrangements, in each case whether written or oral, and whether for the benefit of one individual or more than one individual;

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

“**Capitalisation Date**” has the meaning given to that term in Clause 6.2(c);

“**CCPC**” means the Competition and Consumer Protection Commission;

“**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 Law or practices applied by any Governmental Authority 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;

“**Competition Act**” means the Competition Act 2002;

“**Completion**” has the meaning given to that term in Clause 8.1(a);

“**Completion Date**” has the meaning given to that term in Clause 8.1(a);

“**Concert Parties**” means in relation to any Party, such persons as are deemed to be Acting in Concert with that Party 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 forth in Appendix III to the Rule 2.5 Announcement, and “**Condition**” means any one of the Conditions;

“**Confidentiality Agreement**” means the letter of confidentiality undertaking between Mediahuis and INM dated 9 April 2019, as it may be amended from time to time;

“**Consideration**” means 10.5 cents per INM Share;

“**Constitution**” means the constitution of INM as in effect from time to time;

“**Contract**” means any legally binding written, oral or other agreement, amendment, contract, subcontract, lease, understanding, instrument, note, debenture, indenture, warrant, option, warranty, purchase order, licence, sublicense, insurance policy or other similar legally binding commitment or undertaking of any nature;

“**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 related reduction of capital that forms part of it under Sections 84 and 85 of the Act;

“**Disclosed**” means the information disclosed by or on behalf of INM:

- (a) in the INM Annual Report;
- (b) in the Rule 2.5 Announcement;
- (c) in any other public announcement, by or on behalf of INM (in each case) prior to the date of the Rule 2.5 Announcement; or
- (d) as otherwise disclosed to Mediahuis (or its officers, employees, agents or advisors) prior to the date of this Agreement (including the information disclosed in the data room made available by INM to Mediahuis prior to the date of this Announcement);

“**Effective Date**” means (a) the date on which the Scheme becomes effective in accordance with its terms 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 Irish Takeover Rules;

“**EGM**” 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 (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 related reduction of capital

of INM, changes to the Constitution 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 be unreasonably withheld, conditioned or delayed) desirable for the purposes of implementing the Scheme;

“Encumbrance” means any mortgage, charge, pledge, lien, option, restriction, assignment, hypothecation, right of first refusal, or offer, right of pre-emption, or right to acquire or restrict, any adverse claim or right or third party right or interest, any other encumbrance or security interest of any kind, and any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements or pre-emption rights) having a similar effect;

“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;

“euro” or **“EUR”** or **“€”** means the lawful currency of Ireland;

“Euronext” means the Main Securities Market operated by the Irish Stock Exchange plc, trading as Euronext Dublin;

“Euronext Listing Rules” means the Euronext Dublin Listing Rules for companies published by the Irish Stock Exchange plc, trading as Euronext Dublin, as amended from time to time;

“Excluded Scheme Share” has the meaning given to it in Clause 3.3(d);

“Excluded Share” means any INM Share held from time to time by Mediahuis and and/or any of its nominees, including the Excluded Scheme Share;

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

“Final Recommendation Change Notice” has the meaning given to that term in Clause 5.2(e);

“Financing” means third-party debt financing provided to any member of the Mediahuis Group for the purposes of financing the Transactions;

“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;

“IFRS” means the International Financial Reporting Standards adopted by the European Union;

“Indebtedness” means any and all:

- (e) 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);
- (f) amounts owed with respect to drawn letters of credit;
- (g) cash overdrafts, and
- (h) outstanding guarantees of obligations of the type described in sub-Clauses (a) through (c) above;

“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;
- (b) the acquisition by any person of 10% of 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;
- (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 Annual Report” means the annual report and audited financial statements of INM for the year ended 31 December 2018;

“INM Associate” means any current employee, independent contractor, consultant, director or other officer of or to any member of the INM Group;

“INM Benefit Plans” means any Benefit Plan:

- (a) to which INM or any of its Subsidiaries is a party;
- (b) sponsored, maintained or contributed to, or required to be maintained or contributed to by INM or any of its Subsidiaries; or
- (c) with respect to which INM or any of its Subsidiaries has or could reasonably be expected to have any obligation or liability, including without limitation the INM Share Plans;

“**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)(ii);

“**INM Directors**” has the meaning given to that term in Clause 7.2(a);

“**INM Optionholders**” means the holders of INM Options;

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

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

“**INM Share Plans**” means the 2008 Plan, the 2014 Plan and the 2019 Plan;

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

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

“**INM Shareholder Approval**” means:

- (a) 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
- (b) 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 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) 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;

“**Intellectual Property**” means all intellectual property rights of any kind in any jurisdiction throughout the world, whether registered or unregistered, including all rights, title and interests in, to and concerning: (a) patents; (b) marks; (c) copyrights; (d) software, data, databases and compilations of information; (e) all confidential and proprietary information, including trade secrets, know-how and technical information, including unpatented and unpatentable inventions, ideas, discoveries, research and development results and plans, improvements, formulae, flow charts, algorithms, routines, compositions, formulations, patterns, schematics, designs, drawings, specifications, plans, compilations, programs, devices, methods, processes, techniques, technical and non-technical data, manuals, reports, customer and supplier

lists and information, pricing and cost information, business and marketing research and forecasts, proposals, and personnel information; (f) all websites and internet domain names and registrations and renewals thereof; (g) all advertising and promotional materials and product labels; (h) all social media accounts and content found therein; (i) all other intellectual property and other proprietary rights; and (j) all copies and tangible embodiments of the foregoing (in whatever form or medium), and (k) all rights to sue for and all remedies resulting from, past, present and future Infringement of the foregoing;

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

“**Knowledge**” means the actual knowledge, after all reasonable due enquiry, of and by the Senior Management Team (and their direct reports);

“**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;

“**Mediahuis’s Financing Information**” has the meaning given to that term in Clause 3.4(c)(i);

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

“**Minister**” the Minister for Communications, Climate Action and Environment of Ireland;

“**Notice Period**” has the meaning given to that term in Clause 5.2(e);

“**Organisational Documents**” means the constitution, certificate of incorporation or bylaws or other equivalent organisational document, as appropriate;

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

“**Parties**” means INM and Mediahuis and “**Party**” shall mean either of them (as the context requires);

“**Person**” or “**person**” means an individual, group, body corporate, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organisation or other entity or any Governmental Body or any department, agency or political subdivision thereof;

“**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 forth in Appendix IV to the Rule 2.5 Announcement and “**Pre-Condition**” means any one of the Pre-Conditions;

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

“**Regulatory Information Service**” means a regulatory information service as defined in the Takeover Rules;

“**Relevant Authorisation**” means any Clearance made available by or under the authority of any Governmental Body or pursuant to any applicable Law (including any of the foregoing that relate to export control);

“**Representatives**” means in relation to any person, the directors, officers, employees, agents (excluding any brand licensing agents), investment bankers, financial advisers, legal advisers, accountants, brokers, finders, consultants or representatives of such person;

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

“**Rule 2.5 Announcement**” means the announcement to be made by the Parties pursuant to Rule 2.5 of the Takeover Rules, a copy of which is annexed to this Agreement at Schedule 3;

“**Rule 15 Proposals**” means, to the extent necessary, such proposals as may be made to the INM Optionholders in accordance with Clause 4 of this Agreement for the purpose of complying with Rule 15 of the Takeover Rules;

“**Sanction Date**” means the date of sanction of the Scheme pursuant to Sections 449 to 455 of the Act and confirmation of the reduction of capital involved therein by the High Court;

“**Scheme**” means the proposed scheme of arrangement under 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 this Agreement, on the terms (including the Conditions) and for the consideration set out in the Rule 2.5 Announcement and on such other terms as the Parties mutually agree in writing, including any revision thereof as may be so agreed between the Parties and, if required, by the High Court;

“**Scheme Document**” means a document to be distributed to INM Shareholders and, to the extent necessary and for information only, to the INM Optionholders containing:

- (a) the Scheme;
- (b) the notice or notices of the Scheme Meeting and EGM;
- (c) an explanatory statement as required by Section 452 of the Act with respect to the Scheme;
- (d) such other information as may be required or necessary pursuant to the Act, the Takeover Rules, the Euronext Listing Rules or the UK Listing Rules; and
- (e) such other information as INM and Mediahuis shall agree;

“**Scheme Document Posting Date**” means 14 May 2019 or such other date as INM and Mediahuis may agree and the High Court may approve;

“**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 considered and voted on at the Scheme Meeting proposing that the Scheme, with or without amendment (but subject to such amendment being acceptable to each of INM and Mediahuis, except for a technical or procedural amendment which is required for the proper implementation of the Scheme and does not have a substantive consequence on the implementation of the Scheme), be agreed to;

“Scheme Recommendation” means the unanimous recommendation of the INM Board that INM Shareholders vote in favour of the Resolutions;

“Scheme Record Time” means 11.59 pm on the last Business Day prior to the Effective Date (or such other day and/or time as is specified in the Scheme Document as the record time for determining those INM Shares that will be subject to the Scheme);

“Senior Management Team” means the Chief Executive Officer, Chief Information Officer, Chief Customer Officer, Chief Commercial Officer, Chief Legal Officer, Managing Director Newsprint, Managing Director of Publishing, Head of Transformation and People, and Financial Controller of INM;

“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;

“Superior Proposal Notice” has the meaning given to that term in Clause 5.2(e);

“Takeover Offer” means an offer in accordance with Clause 3.6 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 this 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 hereof, Mediahuis elects to implement the Acquisition by way of Takeover Offer in accordance with Clause 3.6, 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 Panel Act” means the Irish Takeover Panel Act 1997;

“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;

“Tax” means all forms of taxation, duties, imposts and levies whether of Ireland or elsewhere, including (but without limitation) income tax, corporation tax, corporation profits tax, advance corporation tax, capital gains tax, capital acquisitions tax, residential property tax, wealth tax, value added tax, dividend withholding tax, deposit interest retention tax, customs and other import and export duties, excise

duties, stamp duty, capital duty, social insurance, social welfare or other similar contributions and other amounts corresponding thereto whether payable in Ireland or elsewhere, and any interest, surcharge, penalty or fine in connection therewith, and the word “**taxation**” shall be construed accordingly;

“**Tax Authority**” means any Governmental Body responsible for the assessment, collection or enforcement of laws relating to Taxes or for making any decision or ruling on any matter relating to Tax (including the Irish Revenue Commissioners);

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

“**UK**” means the United Kingdom of Great Britain and Northern Ireland; and

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

1.2 **Construction**

In this Agreement:

- (a) the recitals, schedules and annexures form an integral part of this Agreement;
- (b) words such as “**hereunder**”, “**hereto**”, “**hereby**”, “**hereof**” and “**herein**” and other words of similar meaning when used in this Agreement shall, unless the context clearly indicates to the contrary, refer to the whole of this Agreement and not to any particular clause thereof;
- (c) save as otherwise provided herein, any reference herein to a Clause, sub-Clause, Schedule or paragraph shall be a reference to a Clause, sub-Clause, or paragraph (as the case may be) of this Agreement;
- (d) any reference to any provision of any legislation shall include any amendment, modification, re-enactment or extension thereof and shall also include any subordinate legislation made from time to time under such provision, and any reference to any provision of any legislation, unless the context clearly indicates to the contrary, shall be a reference to legislation of Ireland;
- (e) the masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa;
- (f) the term “**officers**” shall be construed to mean corporate officers and executive officers;
- (g) the rule known as the *ejusdem generis* rule shall not apply and accordingly general words introduced or followed by the word “**other**” or “**including**” or “**in particular**” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words;
- (h) any agreement or instrument defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement or instrument as from time to time amended, modified or supplemented, including by waiver or consent, and all attachments thereto and instruments incorporated therein; and

- (i) the phrase “all reasonable endeavours” and words of similar import shall not be construed to mean that a Party must take, or procure the taking of, any action that would be commercially unreasonable under the circumstances.

1.3 Captions

The table of contents and the headings or captions to the Clauses in this Agreement are inserted for convenience of reference only and shall not affect the interpretation or construction thereof.

1.4 Time

References to times are to Irish times unless otherwise specified.

2. RULE 2.5 ANNOUNCEMENT AND SCHEME DOCUMENT

2.1 Rule 2.5 Announcement

- (a) Each Party confirms that its respective board of directors (or a duly authorised committee or management team acting under the authority thereof) has approved the contents and release of the Rule 2.5 Announcement.
- (b) On the execution of this Agreement, the Parties shall, in accordance with, and for the purposes of, the Takeover Rules, procure the release of the Rule 2.5 Announcement to a Regulatory Information Service by no earlier than 5:00 a.m. and no later than 7:30 a.m. on 30 April 2019, or such later time on that date as may be agreed between the Parties in writing.
- (c) The obligations of the Parties under this Agreement, other than the obligations under Clause 2.1(b), shall be conditional on the release of the Rule 2.5 Announcement to a Regulatory Information Service in accordance with Clause 2.1(b).
- (d) INM confirms that, as of the date hereof, the INM Board unanimously considers that the terms of the Scheme as contemplated by this Agreement are fair and reasonable to the INM Shareholders and that the INM Board has unanimously resolved to recommend to the INM Shareholders that they vote in favour of the Resolutions. The unanimous recommendation of the INM Board that the INM Shareholders vote in favour of the Resolutions, and the related opinion of the financial advisers to the INM Board, are set out in the Rule 2.5 Announcement and, subject to Clause 5.2, shall be incorporated in the Scheme Document, and, to the extent required by the Takeover Rules, in any other document sent to INM Shareholders in connection with the Acquisition.
- (e) The Pre-Conditions and the Conditions are hereby incorporated in, and shall constitute a part of, this Agreement.

2.2 Scheme

- (a) Subject to the satisfaction (or waiver by Mediahuis) of the Pre-Conditions, INM agrees that it shall put the Scheme to the INM Shareholders in the manner set out in Clause 3 and, subject to the satisfaction or waiver (where permissible pursuant to the provisions of the Rule 2.5 Announcement and/or the Scheme Document) of the Conditions (with the exception of Conditions

2.3 and 2.4 and any other Conditions that by their nature are to be satisfied on the Sanction Date, but subject to the satisfaction or waiver (where permissible pursuant to the provisions of the Rule 2.5 Announcement and/or the Scheme Document) of such Conditions), shall, in the manner set out in Clause 3, petition the High Court to sanction the Scheme so as to facilitate the implementation of the Acquisition.

- (b) Mediahuis agrees, subject to Clause 3.5, that it shall participate in the Scheme and agrees to be bound by its terms and that it shall, subject to the satisfaction or waiver (where permissible pursuant to the provisions of the Rule 2.5 Announcement and/or the Scheme Document) of the Conditions, effect the Acquisition through the Scheme on the terms set out in this Agreement and the Scheme.
- (c) Each of the Parties agrees that it shall fully and promptly perform all of the obligations required of it in respect of the Acquisition on the terms set out in this Agreement and/or the Scheme and each shall, subject to the terms and conditions of this Agreement, use all reasonable endeavours to act in a manner consistent with the terms of this Agreement pertinent to such Party and take such other steps as are reasonably required for the proper implementation of the Scheme, including those required in connection with Completion.

3. IMPLEMENTATION OF THE SCHEME

3.1 Responsibilities of INM in respect of the Scheme

Unless this Agreement has been terminated pursuant to Clause 9, INM shall:

- (a) be responsible for the preparation of the Scheme Document and all other documentation necessary to effect the Scheme and to convene the Scheme Meeting and the EGM, provided that INM shall:
 - (i) provide Mediahuis with an opportunity to review and comment on drafts of such documents;
 - (ii) discuss with Mediahuis and include, where reasonable, in such documents all comments or amendments proposed by Mediahuis; and
 - (iii) not file such documents with the Panel prior to following the procedure set forth in this Clause 3.1(a)(i) and (ii) above.
- (b) for the purpose of implementing the Scheme, instruct a barrister (of senior counsel standing, the identity of whom shall be reasonably acceptable to Mediahuis) and provide Mediahuis and its advisers with the opportunity to attend any meetings with such barrister to discuss substantive matters pertaining to the Scheme and any issues arising in connection with it (except to the extent that the barrister is to advise on matters relating to the fiduciary duties of the directors of INM or their responsibilities under the Takeover Rules);
- (c) subject to Clause 3.1(a), as promptly as practicable after the date of this Agreement and, subject to compliance by Mediahuis with its obligations pursuant to this Agreement with respect to the preparation of the Scheme Document, in any event no later than 8 May 2019 prepare and, save as

otherwise agreed with Mediahuis in writing, cause the Scheme Document to be filed with the Panel;

- (d) notify Mediahuis as promptly as is reasonably practicable in writing upon the receipt of any comments from the Panel on, or any request from the Panel for amendments or supplements to, the Scheme Document and the forms of proxy for use at the Scheme Meeting and EGM;
- (e) prior to filing or despatching any amendment or supplement to the Scheme Document (whether requested by the Panel or otherwise), or responding in writing to any comments of the Panel with respect thereto, INM shall:
 - (i) as promptly as is reasonably practicable provide Mediahuis with a reasonable opportunity to review and comment on such document or response; and
 - (ii) as promptly as is reasonably practicable discuss with Mediahuis and include in such document or response all comments reasonably proposed by Mediahuis; and
 - (iii) not despatch or file such documents with the Panel prior to following the procedure set forth in this Clause 3.1(e)(i) and (ii) above.
- (f) provide Mediahuis with drafts of pleadings, affidavits, petitions and other filings prepared by INM or its Representatives for submission to the High Court in connection with the Scheme prior to their filing or submission, and prior to such filing, afford Mediahuis reasonable opportunities to review and make comments on all such documents, and include in such documents all comments or amendments reasonably proposed by Mediahuis;
- (g) as promptly as is reasonably practicable (taking into account any requirements of the Panel with respect to the Scheme Document, that must be satisfied prior to the release of the Scheme Document), make all necessary applications to the High Court in connection with the implementation of the Scheme or required to implement the Scheme and in particular INM will promptly after the date of the Rule 2.5 Announcement issue appropriate proceedings requesting the High Court to give directions under Section 450(5) of the Act as to what are the appropriate Scheme Meetings to be held and to order that the Scheme Meeting be convened as promptly as is reasonably practicable following the publication of the Rule 2.5 Announcement, and use all reasonable endeavours so as to ensure that the hearing of such proceedings occurs as promptly as is reasonably practicable in order to facilitate the despatch of the Scheme Document by the Scheme Document Posting Date and seek such directions of the High Court as it considers necessary or desirable to facilitate the convening of such Scheme Meeting;
- (h) as promptly as is reasonably practicable following the later to occur of (x) the satisfaction (or waiver by Mediahuis) of the Pre-Conditions and (y) the approval of the High Court to despatch the Scheme Document having been obtained, procure the publication of the requisite advertisements and the despatch of the Scheme Document (in a form acceptable to the Panel) and the forms of proxy for the use at the Scheme Meeting and the EGM (the forms of which shall be agreed between the Parties) in accordance with the requirements of the Takeover Rules;

- (i) to INM Shareholders on the register of members of INM on the applicable record date;
 - (ii) if required, to the INM Optionholders on such record date, for information only); and
 - (iii) thereafter publish and/or post such other documents and information (the form of which shall be agreed between the Parties) as the High Court and/or the Panel may approve or direct from time to time in connection with the implementation of the Scheme in accordance with applicable Law as promptly as is reasonably practicable after the approval or (as the case may be) direction of the High Court and/or the Panel to publish or post such documents being obtained or received;
- (i) unless the INM Board has effected an INM Change of Recommendation pursuant to Clause 5.2, procure that the Scheme Document shall include the Scheme Recommendation;
 - (j) include in the Scheme Document a notice convening the EGM to be held immediately following the Scheme Meeting to consider and, if thought fit, approve the EGM Resolutions;
 - (k) keep Mediahuis and its Representatives reasonably informed, from the date falling 14 days prior to the Scheme Meeting and the EGM, of the number of proxy votes received in respect of the Resolutions, and unless the INM Board has effected an INM Change of Recommendation pursuant to Clause 5.2; assist, at Mediahuis's expense, in any proxy solicitation or related exercise as Mediahuis may reasonably request to assist in the passing of the Resolutions at the Scheme Meeting or the EGM;
 - (l) keep Mediahuis reasonably informed and, as reasonably requested by Mediahuis, consult with Mediahuis, as to the performance of the obligations and responsibilities required of INM pursuant to this Agreement and/or the Scheme and as to any material developments (other than as to an INM Alternative Proposal, the timing and scope of provision of information about which are governed by Clause 5.2) relevant to the proper implementation of the Scheme, including the satisfaction of the Conditions;
 - (m) hold the Scheme Meeting and the EGM and put the Scheme Meeting Resolutions and EGM Resolutions to shareholders for vote, on the date set out in the Scheme Document, or such later date as may be agreed in writing between INM and Mediahuis, and in such a manner as shall be approved, if necessary, by the High Court and/or the Panel and propose the Resolutions without any amendments, unless such amendments have been agreed to in writing between INM and Mediahuis;
 - (n) afford all such cooperation and assistance as may reasonably be requested of it by Mediahuis in respect of the preparation and verification of any document or in connection with any Clearance or confirmation reasonably required for the implementation of the Scheme, including the provision to Mediahuis of such information and confirmation relating to it, its Subsidiaries and any of its or their respective directors or employees as Mediahuis may reasonably request (and shall do so in a reasonably timely manner) and assume responsibility only for the information relating to it contained in the

Scheme Document or any other document sent to INM Shareholders or filed with the High Court or in any announcement;

- (o) following the Scheme Meeting and EGM, provided that the Resolutions are duly passed (including by the requisite majorities required under Section 453 of the Act in the case of the Scheme Meeting) and all other Conditions are satisfied or waived (where permissible pursuant to the provisions of the Rule 2.5 Announcement and/or the Scheme Document (with the exception of Conditions 2.3 and 2.4 and any other Conditions that by their nature are to be satisfied on the Sanction Date, but subject to the satisfaction or waiver (where permissible pursuant to the provisions of the Rule 2.5 Announcement and/or the Scheme Document) of such Conditions), take all necessary steps on the part of INM to prepare and issue, serve and lodge all such court documents as are required to seek the sanction of the High Court to the Scheme as soon as possible thereafter; and
- (p) give such undertakings as are required by the High Court as are reasonably necessary for the proper implementation of the Scheme and otherwise take all such steps, insofar as lies within its power, as are reasonably necessary or desirable in order to implement the Scheme.

3.2 **Responsibilities of Mediahuis in Respect of the Scheme**

Mediahuis shall:

- (a) provide a written undertaking to the High Court to be bound by the terms of the Scheme insofar as it relates to Mediahuis;
- (b) if, and to the extent that, it or any of its Concert Parties owns or is interested in INM Shares, exercise all rights, and, insofar as lies within its powers, procure that each of its Concert Parties shall exercise all rights, in respect of such INM Shares so as to implement, and otherwise support the implementation of, the Scheme, including by voting (and, in respect of interests in INM held via contracts for difference or other derivative instruments, insofar as lies within its powers, procuring that instructions are given to the holder of the underlying INM Shares to vote) in favour of the Resolutions or, if required by Law, the Euronext Listing Rules, the UK Listing Rules, the High Court, the Takeover Rules or other rules, refraining from voting, at any Scheme Meeting and/or EGM as the case may be;
- (c) keep INM reasonably informed and, as reasonably requested by INM, consult with INM, as to the performance of the obligations and responsibilities required of Mediahuis pursuant to this Agreement and/or the Scheme and as to any material developments relevant to the proper implementation of the Scheme, including the satisfaction of the Pre-Conditions and the Conditions;
- (d) afford (and shall use all reasonable endeavours to procure that its Concert Parties shall afford) all such cooperation and assistance as may reasonably be requested of it by INM in respect of the preparation and verification of any document or in connection with any Clearance or confirmation required for the implementation of the Scheme, including the provision to INM of such information and confirmation relating to it, its Subsidiaries and any of its or their respective directors or employees as INM may reasonably request (and shall do so in a reasonably timely manner) and assume responsibility only for the information relating to it contained in the Scheme Document or any other

document sent to INM Shareholders or filed with the High Court or in any announcement;

- (e) review and provide comments (if any) in a reasonably timely manner on all documentation submitted to it; and
- (f) provide INM, in a reasonably prompt manner, with such information regarding the Mediahuis Group that may reasonably be required for inclusion in the Scheme Document and provide such other assistance as INM may reasonably require in connection with the preparation of the Scheme Document.

3.3 Mutual Responsibilities of the Parties

- (a) If any of the Parties becomes aware of any information that, pursuant to the Takeover Rules or the Act is required to be disclosed in an amendment or supplement to the Scheme Document, then the Party becoming so aware shall promptly inform the other Party thereof and the Parties shall cooperate with each other in submitting or filing such amendment or supplement with the Panel, and, if required, the High Court and, if required, in mailing such amendment or supplement to the INM Shareholders and, for information only, if required, to the INM Optionholders.
- (b) Each Party shall take, or cause to be taken, such other steps as are reasonably required of it for the proper implementation of the Scheme, including those required of it pursuant to Clause 8 in connection with Completion.
- (c) Each Party shall, as promptly as is reasonably practicable, notify the other of any matter of which it becomes aware which would reasonably be expected to materially delay or prevent filing of the Scheme Document, the Scheme or the Acquisition as the case may be.
- (d) Save as the Panel may otherwise direct, to ensure that Mediahuis is the sole member of INM at the Effective Time, on such date as the Parties shall agree but in any event prior to the Effective Time, Mediahuis agrees to subscribe for, and INM agrees to allot and issue to Mediahuis, one (1) INM Share (the “**Excluded Scheme Share**”), in consideration for which Mediahuis shall pay, or cause to be paid, an amount equal to the nominal value of one (1) INM Share to INM (the “**Subscription Amount**”).
- (e) Completion of the subscription for the Excluded Scheme Share (the “**Subscription Completion**”) shall take place at a location of the Parties’ choosing on such date as the Parties shall agree but in any event prior to the Effective Time.
- (f) At the Subscription Completion:
 - (i) Mediahuis shall:
 - (A) subscribe for the Excluded Scheme Share; and
 - (B) pay, or cause to be paid, the Subscription Amount to INM in cash; and
 - (ii) INM shall:

- (A) allot and issue the Excluded Scheme Share to Mediahuis (or its nominee) credited as fully paid;
- (B) procure that all appropriate entries are made in the statutory records of INM in respect of the Excluded Scheme Share; and
- (C) issue and deliver to Mediahuis a share certificate in respect of the Excluded Scheme Share.

3.4 Dealings with the Panel

- (a) Each of the Parties shall promptly provide such assistance and information as may reasonably be requested by the other Party for the purposes of, or in connection with, any correspondence or discussions with the Panel in connection with the Acquisition and/or the Scheme.
- (b) Save in each case where not reasonably practicable owing to time restraints imposed by the Panel or where prohibited by the Panel, each of the Parties shall where possible give the other reasonable prior notice of any proposed meeting or material substantive discussion or correspondence between it or its Representatives with the Panel in connection with the Acquisition or the Scheme and shall keep the other reasonably informed of all such meetings, discussions or correspondence that it or its Representative(s) have with the Panel and give such other Party the opportunity to attend such meetings and provide advance copies of all related written submissions it intends to make to the Panel and afford the other reasonable opportunities to review and make comments and suggestions with respect to the same, provided always that any correspondence or other information required to be provided under this Clause 3.4(b) may be redacted:
 - (i) by either party, to remove references concerning the valuation of the business of INM;
 - (ii) as necessary to comply with legal or contractual obligations including with respect to data protection; and
 - (iii) as necessary to address reasonable privilege or confidentiality concerns (provided that the redacting party shall use its reasonable endeavours to cause such information to be provided in a manner that would not result in such privilege or confidentiality concerns).
- (c) INM undertakes, if so requested by Mediahuis, to issue as promptly as is reasonably practicable its written consent to Mediahuis and to the Panel in respect of any application made by Mediahuis to the Panel:
 - (i) seeking confirmation that there is no requirement under the Takeover Rules to disclose Mediahuis's financing arrangements for the Acquisition and related transactions (the "**Mediahuis Financing Information**") in the Scheme Document, any supplemental document or other document sent to INM Shareholders, or to the extent required, the INM Optionholders or, alternatively, seeking a waiver of, or derogation from, such requirement;
 - (ii) to redact any commercially sensitive or confidential information specific to the Mediahuis Financing Information from any documents

that Mediahuis is required to display pursuant to Rule 26(b)(xi) of the Takeover Rules;

- (iii) requesting consent or, as the case may be, a derogation from Rule 16.1 of the Takeover Rules to permit Mediahuis to pay fees to lenders in connection with respect to its financing arrangements and to provide information to lenders and prospective lenders on such terms as the Panel may permit; and
 - (iv) requesting a derogation from the disclosure requirements of Rule 24.3 of the Takeover Rules and seeking consent to the aggregation of dealings for the purposes of disclosure in the Scheme Document or the Takeover Offer Documents.
- (d) INM and Mediahuis undertake, if so requested by the other Party, to issue as promptly as is reasonably practicable its written consent to the other Party and to the Panel in respect of any application made by INM or Mediahuis, as applicable, to the Panel requesting a derogation from the disclosure requirements of Rule 25.3 of the Takeover Rules and seeking consent to the aggregation of dealings for the purposes of disclosure in the Scheme Document or the Takeover Offer Document.
- (e) Notwithstanding anything to the contrary in the foregoing provisions of this Clause 3.4, neither INM nor Mediahuis shall be required to take any action pursuant to such provisions if:
- (i) such action is prohibited by the Panel;
 - (ii) such action relates to a matter involving a person who has made an INM Alternative Proposal (or any Affiliate, or person Acting in Concert with such a person); or
 - (iii) INM has provided to Mediahuis a Final Recommendation Change Notice.
- (f) Nothing in this Agreement shall in any way limit the Parties' obligations or rights under the Takeover Rules.

3.5 **No Scheme Amendment by INM**

Save as required by Law, the High Court and/or the Panel, INM shall not, in each case, after despatch of the Scheme Document without the prior written consent of Mediahuis:

- (a) amend the Scheme;
- (b) adjourn, cancel or postpone the Scheme Meeting or the EGM; provided, however, that INM may, without the consent of Mediahuis, adjourn, cancel or postpone the Scheme Meeting or the EGM:
 - (i) in the case of adjournment, if directed by INM Shareholders to do so pursuant to the Act (other than pursuant to a proposal by INM or any of its directors or officers), or
 - (ii) to permit dissemination of information which is material to shareholders voting at the Scheme Meeting or the EGM, but only for

so long as the INM Board determines in good faith, after having consulted with outside counsel, that such action is reasonably necessary or advisable to give INM Shareholders sufficient time to evaluate any such disclosure or information so provided or disseminated; or

- (iii) if, as of, and for the avoidance of doubt not prior to, the time for which the Scheme Meeting or the EGM is scheduled (as set forth in the Scheme Document), there are insufficient INM Shares represented (either in person or by proxy):
 - (A) to constitute a quorum necessary to conduct the business of the Scheme Meeting or the EGM, but only until a meeting can be held at which there are a sufficient number of INM Shares represented to constitute a quorum; or
 - (B) voting for the approval of the Scheme Meeting Resolution or the EGM Resolutions, as applicable (but only until INM determines in good faith that a meeting can be held at which there are a sufficient number of votes of holders of INM Shares to approve the Scheme Meeting Resolution or the EGM Resolutions, as applicable); or
- (iv) if this Agreement has been terminated pursuant to Clause 9; or
- (c) amend the Resolutions (in each case, in the form set out in the Scheme Document).

3.6 **Switching to a Takeover Offer**

- (a) Mediahuis may elect (with the Panel's consent, if required) to implement the Acquisition by way of a Takeover Offer (rather than the Scheme), whether or not the Scheme Document has been posted, subject to the terms of this Clause 3.6, and Mediahuis shall notify INM promptly of any such election (whether or not the implementation thereof is subject to the consent of the Panel) made by it to implement the Acquisition by way of a Takeover Offer (rather than the Scheme).
- (b) Save where there has been a Final Recommendation Change Notice, if Mediahuis elects to implement the Acquisition by way of a Takeover Offer, INM undertakes to provide Mediahuis as promptly as is reasonably practicable with all such information about INM (including directors and their Concert Parties) as may be reasonably required for inclusion in the Takeover Offer Documents and to provide all such other assistance as may be reasonably required by the Takeover Rules in connection with the preparation by Mediahuis of the Takeover Offer Documents, including access to, and ensuring the provision of reasonable assistance by, INM's Representatives.
- (c) If Mediahuis elects to implement the Acquisition by way of a Takeover Offer, INM agrees:
 - (i) that the Takeover Offer Documents shall contain provisions in accordance with the terms and conditions set out in the Rule 2.5 Announcement, the relevant Conditions and such other further terms and conditions as are agreed (including any modification thereto) between Mediahuis and INM; provided, however, that the terms and

conditions of the Takeover Offer shall be at least as favourable to the INM Shareholders (except for the 90% acceptance condition, which may be waived down to “50% plus one INM Share” by Mediahuis);

- (ii) to co-operate and consult with Mediahuis in the preparation by Mediahuis of the Takeover Offer Documents or any other document or filing which is required for the purposes of implementing the Acquisition; and
 - (iii) unless the INM Board has effected an INM Change of Recommendation pursuant to Clause 5.2, to incorporate in the Rule 2.5 Announcement and the Takeover Offer Documents a unanimous recommendation to the holders of INM Shares from the INM Board to accept the Takeover Offer, and such recommendation shall not be withdrawn, adversely modified or qualified except as contemplated by Clause 5.2.
- (d) Notwithstanding any INM Change of Recommendation, if Mediahuis elects to implement the Acquisition by way of the Takeover Offer in accordance with Clause 3.6(a), the Parties mutually agree:
- (i) to prepare and file with, or submit to, to the extent necessary, the Panel and the High Court, all documents, amendments and supplements required to be filed therewith or submitted thereto pursuant to the Takeover Rules or otherwise required by Law, and to make any applications or initiate any appearances that may be required by or desirable to the High Court for the purpose of discontinuance of High Court proceedings initiated in connection with the Scheme, and each Party shall have reasonable opportunities to review and comment on all such documents, amendments and supplements;
 - (ii) to promptly use all reasonable endeavours to discontinue any High Court proceedings relating to the Scheme including ensuring:
 - (A) the cancellation or indefinite postponement (as the case may be) of the Scheme Meeting before it is commenced; and
 - (B) that the Scheme Resolution is not put to a vote of the INM Shareholders.
- (e) If the Takeover Offer is consummated, Mediahuis shall use reasonable endeavours to effect as promptly as is reasonably practicable a compulsory acquisition of any INM Shares under Part 5 of the Takeover Regulations not acquired in the Takeover Offer for the same consideration per INM Share as under the Takeover Offer.
- (f) Save as provided in Clause 5.2, except as may be required by the Takeover Rules (and without limiting any other provision of this Agreement), nothing in this Agreement shall require INM to provide Mediahuis with any information with respect to, or to otherwise take or fail to take any action in connection with INM’s consideration of, or response to, any INM Alternative Proposal.

3.7 **De-Listing**

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 of the London Stock Exchange and Euronext Dublin respectively, and to the FCA to cancel the listing of INM Ordinary Shares on the FCA's Official List as soon as possible but in no event later than 2 Business Days following the Effective Date.

4. **RULE 15 PROPOSALS**

4.1 **Rule 15 Proposals**

The Parties agree that no Rule 15 Proposal is expected to be required for the purposes of the Transactions and accordingly the provisions of this Clause 4 shall apply only to the extent required by the terms of the INM Share Plans or if so directed by the Panel. Subject to the foregoing, the Rule 15 Proposals will be made jointly by Mediahuis and INM, by a letter or letters to be issued no later than five Business Days after the issuance of the Scheme Document, to all the INM Optionholders and the following shall apply in respect of such proposals:

- (a) Mediahuis and INM agree and acknowledge, and INM hereby irrevocably undertakes to Mediahuis, that no options or any other awards will be granted under any INM Share Plan following the date of this Agreement.
- (b) Neither Mediahuis nor any member of the Mediahuis Group shall be required:
 - (i) to replace, assume or adopt any INM Share Plan;
 - (ii) to replace, assume or adopt any INM Options, whether vested or unvested, in connection with the Transactions.

4.2 **Amendments to Rule 15 Proposals**

To the extent any Rule 15 Proposal is made, neither Party shall amend such Rule 15 Proposals without the consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed).

4.3 **Amendment of Constitution**

INM shall procure that a resolution is put to the INM Shareholders at the EGM proposing that the Constitution be amended so that any INM Shares allotted prior to the Scheme Record Time (other than the Excluded Shares) will be subject to the terms of the Scheme and any INM Shares allotted after the Scheme Record Time will be acquired by Mediahuis for the same consideration per INM Share as shall be payable to INM Shareholders by Mediahuis under the Scheme on the basis that such consideration shall become payable in respect of each INM Share within fourteen calendar days following the allotment of such INM Shares.

5. **INM AND MEDIAHUIS CONDUCT**

5.1 **Conduct of Business by INM**

- (a) At all times from the execution of this Agreement until the earlier of the Effective Time and the date, if any, on which this Agreement is terminated pursuant to Clause 9, except as may be required by Law, or as required or

expressly permitted by this Agreement, or to the extent Mediahuis has given its prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, INM shall and shall use all reasonable efforts to cause each of its Subsidiaries to, conduct its business in the ordinary course of business consistent with past practice in all material respects.

- (b) INM covenants with Mediahuis in the manner set forth in Schedule 1.

5.2 **Non-Solicitation**

- (a) Subject to any actions which INM is required to take so as to comply with the requirements of the Takeover Rules, INM agrees that neither it nor any member of the INM Group shall, and that it shall use all reasonable endeavours to cause its and their respective Representatives and any person Acting in Concert with INM not to, directly or indirectly:
 - (i) solicit or initiate, or take active steps to invite any enquiry with respect to, or, the making or submission of any INM Alternative Proposal or any proposal which would reasonably be expected to lead to an INM Alternative Proposal;
 - (ii) prior to receipt of any INM Alternative Proposal, participate in any discussions or negotiations regarding an INM Alternative Proposal with, or, save as required by Law or the Takeover Rules, furnish any non-public information regarding INM to, any person that has made or, to the Knowledge of INM, is considering making an INM Alternative Proposal, except to notify such person as to the existence of this Clause 5.2; or
 - (iii) expressly waive, terminate, amend or modify any provision of any “standstill” or similar obligation of any person with respect to any member of the INM Group;

provided that INM shall not be (A) prohibited from permitting any person to make an INM Alternative Proposal privately to the INM Board or (B) required to take, or be prohibited from taking, any action otherwise prohibited or required by sub-Clauses (i), (ii) or (iii) of this Clause 5.2(a) if the INM Board determines, in good faith (after consultation with its outside legal counsel), that failure to take such action or permit such inaction would be inconsistent with the directors’ fiduciary duties under applicable Law.

INM shall, and shall cause its Subsidiaries and its and their respective Representatives and shall use all reasonable endeavours to cause its and their Concert Parties to, immediately cease and cause to be terminated all existing discussions or negotiations with any person conducted heretofore with respect to any INM Alternative Proposal and, subject to its obligations under the Takeover Rules, immediately terminate all physical and electronic data room access previously granted to any such person or its Representatives. INM shall be responsible for any act done by one of its Concert Parties which, if done by INM, would constitute a breach of the foregoing provisions of this Clause 5.2(a).

- (b) Notwithstanding the limitations set forth in Clause 5.2(a), if INM receives a written INM Alternative Proposal which did not or does not result from a knowing or intentional breach of Clause 5.2(a), INM may take any or all of the following actions:

- (i) contact the person who makes such INM Alternative Proposal (the “**Proposer**”) to understand the terms and conditions thereof;
- (ii) furnish non-public information to the Proposer (and any persons Acting in Concert with the Proposer and to their respective potential financing sources and Representatives) making such INM Alternative Proposal (provided that all such information has previously been provided to Mediahuis or is provided to Mediahuis concurrently with the time it is provided to such person(s)), if, and only if, prior to so furnishing such information, INM receives from the Proposer an executed confidentiality agreement, or as of the date hereof the Proposer is party to such a confidentiality agreement, containing terms no less restrictive on the Proposer than the terms in the Confidentiality Agreement are restrictive on Mediahuis; provided, however, that if such confidentiality agreement is executed after the date hereof, such confidentiality agreement shall permit INM to disclose all information contemplated by Clause 5.2(c) to Mediahuis; and
- (iii) engage in discussions or negotiations with the Proposer (and such other persons) with respect to such INM Alternative Proposal;

provided that INM shall not be permitted to take the action set forth in sub-Clauses 5.2(b)(ii) or 5.2(b)(iii) unless the INM Board has determined in good faith (after consultation with INM’s financial advisers and outside legal counsel) that such INM Alternative Proposal is, or could reasonably be expected to lead to, an INM Superior Proposal.

- (c) Subject to any actions which INM is required to take in order to comply with the Takeover Rules, and provided the terms of any confidentiality agreement entered into by it with the Proposer prior to the date of this Agreement do not prohibit it from doing so (and INM has received advice from outside legal counsel to that effect), INM shall promptly (and in any event within 24 hours of receipt of any INM Alternative Proposal) notify Mediahuis of the receipt of any INM Alternative Proposal and shall indicate the material terms and conditions (including, without limitation, price per share offered, form of consideration and any conditionality) of such INM Alternative Proposal to Mediahuis (provided however that INM shall not be required to notify Mediahuis of the identity of the Proposer) and thereafter shall promptly keep Mediahuis reasonably informed of any material change to the terms of any such INM Alternative Proposal. Subject to any obligations of INM under the Takeover Rules, INM shall not, and shall cause its Subsidiaries not to, enter into any confidentiality agreement with any person following the date hereof that prohibits INM from providing such information to Mediahuis.
- (d) Except as set forth in Clause 5.2(e) and until satisfaction of the steps set out in Clause 5.2(e), neither the INM Board nor any committee thereof shall:
 - (i) withdraw (or modify in any manner adverse to Mediahuis), or propose publicly to withdraw (or modify in any manner adverse to Mediahuis), the Scheme Recommendation or the recommendation contemplated by Clause 3.6(c)(iii), as applicable;
 - (ii) approve, recommend or declare advisable, or propose publicly to approve, recommend or declare advisable, any INM Alternative Proposal (any of the foregoing actions in this Clause 5.2(d) being a

“**INM Change of Recommendation**”) (it being agreed 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 this Agreement shall not, in and of itself, constitute an INM Change of Recommendation); or

- (iii) cause or allow any member of the INM Group to execute or enter into any agreement in relation to an INM Alternative Proposal, other than as contemplated by Clause 9.1(a)(ix) or a confidentiality agreement referred to in Clause 5.2(b).
- (e) If the INM Board has concluded, in good faith (after consultation with INM’s outside legal counsel and financial advisers) that:
 - (i) the relevant INM Alternative Proposal constitutes an INM Superior Proposal; and
 - (ii) that the failure to make an INM Change of Recommendation would be inconsistent with the directors’ fiduciary duties under applicable Law,

INM shall provide a written notice to Mediahuis (a “**Superior Proposal Notice**”) advising Mediahuis that INM has received an INM Alternative Proposal and specifying the material terms of such INM Alternative Proposal, and such other information with respect thereto required by Clause 5.2(c) and including written notice of the determination of the INM Board that such INM Alternative Proposal constitutes an INM Superior Proposal. For a period of three Business Days following the time of delivery to Mediahuis of the Superior Proposal Notice (as it may be extended pursuant to the last sentence of this Clause 5.2(e), the “**Notice Period**”), Mediahuis shall have the opportunity to discuss in good faith the terms and conditions of this Agreement and the Transactions, including an increase in, or modification of, the Consideration, and such other terms and conditions such that the relevant INM Alternative Proposal no longer constitutes an INM Superior Proposal. If, following the expiration of such Notice Period, the INM Board has determined in good faith (after consultation with INM’s outside legal counsel and financial advisers) that the relevant INM Alternative Proposal continues to constitute an INM Superior Proposal taking into account all changes proposed in writing by Mediahuis during the Notice Period, the INM Board shall provide a further written notice to Mediahuis to such effect (a “**Final Recommendation Change Notice**”). If, during the Notice Period any material revision is made to the financial terms or other material terms and conditions of the relevant INM Alternative Proposal in writing, INM shall, promptly following each such revision, deliver a new Superior Proposal Notice to Mediahuis and comply with the requirements of this Clause 5.2(e) with respect to such new Superior Proposal Notice, except that the Notice Period shall be the greater of two Business Days and the amount of time remaining in the initial Notice Period.

- (f) Nothing contained in this Agreement shall prohibit or restrict INM or the INM Board from making any disclosure to the INM Shareholders required by Law (after consultation with INM’s outside legal counsel) provided such disclosure does not constitute an INM Change of Recommendation.

- (g) Clauses 5.2(d) and 5.2(e) shall not apply to the extent that INM is prohibited from performing any of the obligations in clauses 5.2(d) and 5.2(e) by the terms of any confidentiality agreement entered into with a Proposer prior to the date of this Agreement.

6. REPRESENTATIONS AND WARRANTIES

6.1 Mediahuis Representations and Warranties

Mediahuis hereby undertakes, represent and warrants to INM as follows:

- (a) Mediahuis is duly incorporated and validly existing under the laws of its jurisdiction of incorporation;
- (b) the information relating to Mediahuis and the Mediahuis Group to be contained in the Scheme Document and, if applicable, the Takeover Offer Documents (including in each case any amendments or supplements thereto) and any other documents filed with the High Court or pursuant to the Takeover Rules, in connection with this Agreement to the extent provided by Mediahuis in writing and reproduced therein, will be, on the date the Scheme Document, or the Takeover Offer Documents or such other documents, as applicable, are first despatched or disseminated to INM Shareholders, complete, true and accurate in all material respects;
- (c) save with respect to the interest in INM Shares held by Thomas Leysen, the Chairman of Mediahuis, none of Mediahuis, any member of the Mediahuis Group or any person Acting in Concert with Mediahuis has any interest in INM Shares.

6.2 INM Representations and Warranties

INM hereby undertakes, represents and warrants to Mediahuis as follows:

- (a) It is duly incorporated and validly existing under the Laws of Ireland.
- (b) The information relating to the members of the INM Group to be contained in the Scheme Document and, if applicable, the Takeover Offer Documents (including in each case any amendments or supplements thereto) and any other documents filed with the High Court or pursuant to the Takeover Rules, in connection with this Agreement, will be, on the date the Scheme Document or the Takeover Offer Documents, as applicable, is first posted or disseminated to INM Shareholders and at the time of the Scheme Meeting and the EGM, complete, true and accurate in all material respects.
- (c) The authorised share capital of INM consists of €70,000,000 divided into 7,000,000,000 INM Shares. At the close of business on 29 April 2019 (the “**Capitalisation Date**”):
 - (i) 1,386,547,375 INM Shares were issued and outstanding (excluding any shares held in treasury) all of which are validly issued and fully paid up; and
 - (ii) no INM Shares were subject to outstanding options to subscribe for INM Shares pursuant to the INM Share Plans;
- (d) Except as set forth in Clause 6.2(c), as of the Capitalisation Date:

- (i) no shares in the share capital of INM or other voting securities of INM were issued, reserved for issuance or outstanding; and
- (ii) there were no outstanding subscriptions, options, warrants, puts, calls, exchangeable or convertible securities or other similar rights, agreements or commitments relating to the issuance of shares to which any member of the INM Group is a party obligating any member of the INM Group to:
 - (A) issue, transfer or sell any shares in the capital or other equity interests of any member of the INM Group or securities convertible into or exchangeable for such shares or equity interests (in each case other than to any member of the INM Group);
 - (B) grant, extend or enter into any such subscription, option, warrant, put, call, exchangeable or convertible securities or other similar right, agreement or commitment;
 - (C) redeem or otherwise acquire any such shares in its capital or other equity interests; or
 - (D) provide a material amount of funds to, or make any material investment (in the form of a loan, capital contribution or otherwise) in, any Subsidiary that is not wholly owned.
- (e) No member of the INM Group has outstanding bonds, debentures, warrants, notes or other similar obligations, the holders of which have the right to vote (or which are convertible into or exercisable for securities having the right to vote) with the INM Shareholders on any matter.
- (f) The aggregate outstanding Indebtedness of INM and its wholly owned Subsidiaries is €0.

6.3 **Representations and Warranties of the Mediahuis and INM**

Each of Mediahuis and INM undertakes, represents and warrants to the others on the date of this Agreement that:

- (a) it has the requisite power and authority to enter into this Agreement;
- (b) this Agreement is binding on it in accordance with its terms;
- (c) the execution and delivery of, and performance of its obligations under, this Agreement will not result in:
 - (i) a breach of any provision of its Organisational Documents;
 - (ii) a breach of, or default under, any material Contract to which it is a party or by which it is bound; or
 - (iii) a breach of any order, judgment or decree of any court or Governmental Body to whose jurisdiction it is subject.

6.4 **Notification of Breach**

Each Party shall notify the other Party promptly if such Party becomes aware of any fact or circumstance which constitutes a breach of this Clause 5.

6.5 **When warranties are given**

Each representation and warranty given or made in this Agreement is given:

- (a) as at the date of this Agreement;
- (b) as at 6.00 pm on the day before the Court Hearing; and
- (c) at any other date at which the representation or warranty is expressed to be given under this Agreement.

7. **ADDITIONAL AGREEMENTS**

7.1 **Consents and Regulatory Approvals**

- (a) The terms of the Acquisition at the date of publication of the Scheme Document shall be set out in the Rule 2.5 Announcement and the Scheme Document, to the extent required by applicable Law.
- (b) Subject to the terms and conditions hereof, the Parties shall use all reasonable endeavours to achieve satisfaction of the Conditions as promptly as is reasonably practicable following the publication of the Scheme Document and in any event no later than the End Date.
- (c) The Parties shall submit a fully completed notification to the CCPC as required in order to achieve satisfaction of Condition 3.1 of Appendix III of the Rule 2.5 Announcement, no later than 10 Business Days from the date of release of the Rule 2.5 Announcement;
- (d) The Parties shall submit a fully completed notification to the Minister, as required in order to achieve satisfaction of Condition 3.2 of Appendix III of the Rule 2.5 Announcement, as soon as practicable and in accordance with the provisions of the Competition Act;
- (e) The Parties will reply to and promptly satisfy any requests for information (including any formal requirements for information) by the CCPC and the Minister or other body or panel appointed by the Minister to assist in his review of the Acquisition;
- (f) Mediahuis will promptly share with INM all draft applications, filings and correspondence reasonably in advance prior to submission to the CCPC and the Minister or the Department for Communications, Climate Action & Environment, and in such time that will allow INM a reasonable opportunity to provide comments on such filings before they are filed, submitted or sent and will consider in good faith any comments provided by INM;
- (g) Mediahuis will provide INM with copies of all filings and correspondence submitted to and exchanged with the CCPC and the Minister or Department for Communications, Climate Action & Environment and shall notify INM of any meetings to be held with such parties and invite INM to attend any such meetings;

- (h) Mediahuis shall keep INM informed of the status of the process in respect of Conditions 3.1 and 3.2 of Appendix III of the Rule 2.5 Announcement;
- (i) If, at any time, any Party becomes aware of a fact or circumstance that could reasonably be expected to prevent any of the Pre-Conditions or Conditions being fulfilled, it will promptly give notice to the other Party to giving full details of the relevant facts or circumstances
- (j) Subject to the terms and conditions hereof and notwithstanding the obligations set out in Clauses 7.1 (a) – (i), INM and Mediahuis shall use all reasonable endeavours to:
 - (i) take, or cause to be taken, such actions, and do, or cause to be done, and to assist and cooperate with the other Party in doing, such things as are necessary, proper or advisable to satisfy each Condition in accordance with the relevant Condition;
 - (ii) as promptly as is reasonably practicable, obtain from any Governmental Body any Clearances required to be obtained by INM or any of its Subsidiaries or by Mediahuis or any member of the Mediahuis Group in connection with the consummation of the Transactions;
 - (iii) to the extent that any Clearance required from a Governmental Body is not required until after the consummation of the Transaction, INM shall, in advance of such consummation, provide Mediahuis with such information and assistance as may reasonably be requested by Mediahuis to enable Mediahuis to obtain any such Clearance;
 - (iv) as promptly as is reasonably practicable make such filings, and thereafter make any other required or appropriate submissions, that are required or reasonably necessary to satisfy the Conditions, including:
 - (A) under the Takeover Rules and the Act; or
 - (B) as required by the High Court; and
 - (v) as promptly as is reasonably practicable, take reasonable actions to obtain from any third party (other than any Governmental Body) any Clearances required to be obtained by INM or any of its Subsidiaries or by Mediahuis or any member of the Mediahuis Group in connection with the consummation of the Transactions; provided, however, that notwithstanding anything in this Agreement to the contrary, in no event shall INM or any of its Subsidiaries or Mediahuis or any member of the Mediahuis Group be required to pay, prior to the Effective Time, any fee, penalty or other consideration to any third party (other than a Governmental Body) for any Clearance required in connection with the consummation of the Transactions under any Contract.

7.2 Directors' and Officers' Indemnification and Insurance

- (a) Mediahuis agrees that the rights to indemnification, assistance, advancement of expenses or exculpation (including, if applicable, limitations on personal

liability) existing as of the date of this agreement in favour of the current INM directors (the “**INM Directors**”) pursuant to

- (i) the Constitution, and
- (ii) the existing INM Directors’ and Officers’ Insurance policies

in respect of actions or omissions occurring at or prior to the Effective Date (including actions or omissions occurring at or prior to the Effective Date arising out of the transactions contemplated by this agreement and/or the Acquisition) (the “**Existing Provisions**”) shall survive the consummation of the Acquisition and shall continue in full force and effect in accordance with their terms.

- (b) For a period of six (6) years after the Effective Date, Mediahuis shall procure that no repeal of, cancellation or amendment to any of the Existing Provisions shall be made which would adversely affect the rights thereunder of any INM Directors in respect of actions or omissions occurring at or prior to the Effective Date (including actions or omissions occurring at or prior to the Effective Date arising out of the transactions contemplated by this Agreement); provided, however, that if any claim, action, suit, proceeding, enquiry or investigation is pending, asserted or made either prior to the Effective Date or within such six year period, all rights to indemnification required to be continued pursuant to this Clause 7.2 in respect thereof shall continue until disposition thereof (save where there has been fraud, fraudulent misrepresentation or criminality on the part of an INM Director).
- (c) Save where there has been fraud, fraudulent misrepresentation, breach of Law in a manner injurious to any member of the Mediahuis Group, or criminality on the part of an INM Director, Mediahuis undertakes not to, and shall procure that no member of the Mediahuis Group shall, bring any claim, action, suit or proceedings against any INM Director in respect of anything said, done or omitted to have been said or done by any of them in his capacity as an INM Director on or prior to the Effective Date.
- (d) With effect from the Effective Date, Mediahuis:
 - (i) shall not, and shall procure that INM shall not, cancel the INM directors’ and officers’ liability insurance policy referred to in Clause 7.2(a) or otherwise knowingly do anything which would cause such policy not to remain in full force and effect; and
 - (ii) shall procure that INM shall honour all of its obligations under such policy for actions and omissions occurring at or prior to the Effective Date for the duration of their respective terms (as described in this Clause 7.2 respectively).
- (e) INM may enter into one or more agreements with each INM Director in the Agreed Form for the purpose of conferring on each INM Director the benefit of the rights of indemnification, assistance, advancement of expenses or exculpation (including all limitations on personal liability) referred to in this Clause 7. The parties agree that rights of each INM Director under such agreements shall be in addition to, and not in limitation of, any other rights such INM Director may have under any Existing Provision, any insurance policy or otherwise.

- (f) The provisions of this Clause 7 shall survive the consummation of the Acquisition and shall not be terminated or modified in such a manner as to adversely affect any INM Director without the written consent of such affected INM Director.

7.3 Employment and Benefit Matters

- (a) Subject to any contrary provisions in the relevant employee Benefit Plans and programs of INM, Mediahuis shall have sole discretion with respect to the determination as to whether or when to terminate, merge or continue any employee Benefit Plans and programs of INM.
- (b) Notwithstanding anything in this Agreement to the contrary, no provision of this Agreement is intended to, or does, constitute the establishment or adoption of, or amendment to, any employee Benefit Plan and no person participating in any such Benefit Plan maintained by INM or Mediahuis shall have any claim or cause of action in respect of any provision of this Agreement as it relates to any such Benefit Plan or otherwise.

7.4 Cooperation

Upon reasonable notice and subject to applicable Law relating to the exchange of information, INM shall afford to Mediahuis and each member of the Mediahuis Group and its and their Representatives, during normal business hours during the period prior to the Effective Time, reasonable access (including for the purpose of coordinating transition planning with employees) to the Senior Management Team of INM, and to INM's management accounts (including any workings reasonably required to make the information disclosed in those accounts meaningful) as presented to the INM Board, and such other information relating to the INM Group as Mediahuis may reasonably request.

7.5 Transaction Challenges

- (a) INM shall consult and cooperate with Mediahuis in INM's defence or settlement of any actual or threatened shareholder litigation (other than any litigation or settlement between INM or any of its Affiliates and Mediahuis or any of member of the Mediahuis Group) against INM or its directors or officers, and any actual or threatened complaints or challenges that may be brought in any court in Ireland, Belgium or the UK in connection with the Scheme, the Transactions, this Agreement or the Expenses Reimbursement Agreement.
- (b) Mediahuis shall consult and cooperate with INM in Mediahuis's defence or settlement of any actual or threatened shareholder litigation (other than any litigation or settlement between Mediahuis, or any other member of the Mediahuis Group and INM and any of its Affiliates) against Mediahuis or its directors or officers, and any actual or threatened complaints or challenges that may be brought in any court in Ireland, Belgium or the UK in connection with the Scheme, the Transactions, this Agreement or the Expenses Reimbursement Agreement.

7.6 Notification of Certain Matters

Mediahuis and INM shall each give prompt notice to the other Party if any of the following occur after the date of this Agreement:

- (a) receipt of any written notice to the receiving Party from any third person alleging that the consent or approval of such third person is or may be required in connection with the Acquisition and the other Transactions and such consent could (in the good faith determination of such Party) reasonably be expected to prevent or materially delay the consummation of the Transactions;
- (b) receipt of any material notice or other communication from any Governmental Body in connection with the Acquisition and the other Transactions; or
- (c) the occurrence of an event which would or would be reasonably likely to:
 - (i) prevent or materially delay the Transactions; or
 - (ii) result in the failure of any Condition; provided, however, that the delivery of any notice pursuant to this Clause 7.6 shall not limit or otherwise affect the remedies of INM or Mediahuis available hereunder or shall affect the representations, undertakings or warranties of the Parties hereunder.

7.7 Registration of Share Acquisitions

Upon the receipt of any valid and duly executed instruments of transfer in respect of the acquisition of INM Shares provided for in the Pre-Conditions, INM agrees and undertakes to register such acquisitions in its register of members as soon as possible and in any event within two (2) Business Days of such receipt.

8. COMPLETION OF ACQUISITION

8.1 Completion Date

- (a) Completion shall take place at a time and on a date to be agreed by the Parties, being not more than three Business Days after the satisfaction or, in the sole discretion of the applicable Party, waiver (where permissible pursuant to the provisions of the Rule 2.5 Announcement and/or the Scheme Document) of all of the Conditions (“**Completion**”) with the exception of Condition 2.4 (delivery and registration of the Court Order and a copy of the minute required by Section 86 of the Act) (but subject to the satisfaction of such Condition) (the “**Completion Date**”).
- (b) Completion shall take place at the offices of Arthur Cox, Dublin or at such other place as may be mutually agreed to by the Parties.

8.2 Actions on or prior to Completion

On or prior to Completion, INM shall procure that a meeting of the INM Board (or a duly authorised committee thereof) is held at which resolutions are passed (conditional on registration of the Court Order with the Registrar of Companies occurring and effective as of the Effective Time) approving:

- (a) the allotment and issue to Mediahuis (and/or its nominees) in accordance with the Scheme of the number of new shares in the capital of INM provided for in the Scheme;
- (b) the resignation of such directors of INM or any other member of the INM Group as Mediahuis shall (in its sole discretion) determine; and
- (c) the appointment of such persons as Mediahuis may nominate as the directors of INM or any member of the INM Group.

8.3 **Action on Completion**

- (a) On Completion, INM shall deliver to Mediahuis:
 - (i) a certified copy of the resolutions of the INM Board referred to in Clause 8.2;
 - (ii) letters of resignation from the directors of INM in accordance with Clause 8.2(b) (each such letter containing an acknowledgement that such resignation is without any claim or right of action of any nature whatsoever outstanding against INM or any member of the INM Group or any of their officers or employees for breach of contract, compensation for loss of office, redundancy or unfair dismissal or on any other grounds whatsoever in respect of the termination of office); and
 - (iii) a copy of the register of members certified by the registrar of INM, together with a share certificate in respect of the aggregate number of shares in the capital of INM to be issued to Mediahuis (and/or its nominees) in accordance with the Scheme.
- (b) Where the Acquisition is implemented by way of a Scheme, INM shall cause a copy of the Court Order and a copy of the minute required by Section 86 of the Act to be filed with the Companies Registration Office and obtain from the Registrar of Companies a Certificate of Registration in relation to the reduction of share capital involved in the Scheme.

8.4 **Payment of Consideration**

Mediahuis shall pay the Consideration within 14 days following the Effective Date in accordance with the terms and conditions of the Scheme, which includes paying the Consideration due to each INM Shareholder in respect of each INM Share held.

9. **TERMINATION**

- 9.1 (a) This Agreement may be terminated at any time prior to the Effective Time:
 - (i) 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;
 - (ii) 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 this Agreement pursuant to this Clause 9.1(a)(ii) shall not

be available to a Party whose breach of any provision of this Agreement shall have been the primary cause of the failure of the Effective Time to have occurred by such time;

- (iii) 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 the Parties agree that the decision of the High Court shall be appealed;
- (iv) 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 this Agreement pursuant to this Clause 9.1(a)(iv) shall not be available to a Party whose breach of any provision of this Agreement shall have been the primary cause of such injunction);
- (v) by INM, if Mediahuis shall have breached or failed to perform in any material respect any of its covenants or other agreements contained in this Agreement or any of its representations or warranties set forth in this Agreement having been inaccurate, which material breach, failure to perform or inaccuracy:
 - (A) would result in a failure of any Conditions; and
 - (B) 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 this Agreement pursuant to this Clause 9.1(a)(iv) 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;
- (vi) by Mediahuis, if INM shall have breached or failed to perform in any material respect any of covenants or other agreements contained in this Agreement or any of its representations or warranties set forth in this Agreement having been inaccurate, which material breach, failure to perform or inaccuracy:
 - (A) would result in a failure of any 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's intention to terminate this Agreement pursuant to this Clause 9.1(a)(vi) 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;
- (vii) 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 or the recommendation contemplated by Clause 3.6(c)(iii) (as applicable);
- (viii) by INM upon written notice at any time following delivery of a Final Recommendation Change Notice pursuant to and in accordance with Clause 5.2(e); or
 - (ix) by mutual written consent of INM and Mediahuis.
- (b) Termination of this Agreement in accordance with Clause 9.1 shall not give rise to any liability of the Parties except as provided in the Expenses Reimbursement Agreement, and, following such termination, no Party shall have any liability to the other Parties in connection with this Agreement or the Transactions, except as provided in the Expenses Reimbursement Agreement; provided that such termination shall not relieve any Party from liability for fraud or wilful breach of this Agreement. Clause 10 (other than Clauses 10.1 and 10.11) shall survive, and continue in full force and effect, notwithstanding the termination of this Agreement. If Mediahuis brings a successful action against INM for liability for fraud or wilful breach of this Agreement, then all amounts (if any) paid by INM to Mediahuis under Clause 3.2(a) of the Expenses Reimbursement Agreement shall be credited against the amount of such award.
- (c) Each Party understands and confirms that termination of this Agreement shall:
- (i) be without prejudice to the provisions of the Expenses Reimbursement Agreement or the Confidentiality Agreement; and
 - (ii) not affect the obligations of each Party to pay the costs and expenses provided in Clause 10.12.

10. GENERAL

10.1 Announcements

- (a) Subject to the requirements of applicable Law, the Takeover Rules, a court order or any Governmental Body (including the Panel), the Parties shall consult together as to the terms of, the timing of and the manner of publication of any formal public announcement which either Party may make primarily regarding the Transactions, the Scheme or this Agreement. Mediahuis and INM shall give each other a reasonable opportunity to review and comment upon any such public announcement and shall not issue any such public announcement prior to such consultation, except as may be required by applicable Law, Euronext Listing Rules, UK Listing Rules, the Takeover Rules, a court order or any Governmental Body (including the Panel). The Parties agree that the initial press release to be issued with respect to the Transactions shall be in the form of the Rule 2.5 Announcement or as otherwise agreed by the Parties.
- (b) For the avoidance of doubt, the provisions of Clause 10.1(a) do not apply to any announcement, document or publication in connection with an INM Alternative Proposal or INM Superior Proposal or a change in the Scheme Recommendation, or any amendment to the terms of the Scheme proposed by Mediahuis that would effect an increase in the Consideration whether before

or after a withdrawal or adverse modification of the Scheme Recommendation.

10.2 Notices

(a) Any notice or other document to be served under this Agreement may be delivered by overnight delivery service (with proof of service), by email or hand delivery to the Party to be served as follows:

(i) if to Mediahuis, to:

Geert Steurbaut

Secretary General

Mediahuis

Email: Geert.Steurbaut@mediahuis.be

with copy to:

Cian McCourt

Partner

Arthur Cox

Ten Earlsfort Terrace

Dublin 2

Ireland

DO2 T380

Email: cian.mccourt@arthurcox.com

(ii) if to INM, to:

Michael Doorly

Chief Executive Officer

Independent News & Media plc

Email: Michael.Doorly@inmplc.com

with copy to:

Tim Scanlon

Partner

Matheson

Email: Tim.Scanlon@matheson.com

or such other postal address or email address as it may have notified to the other Party in writing in accordance with the provisions of this Clause 10.2.

- (b) Any notice or document shall be deemed to have been served:
 - (i) if delivered by overnight delivery or by hand, at the time of delivery; or
 - (ii) if sent by e-mail, at the time of the sending of the e-mail (provided that any notice deemed to have been served on any day that is not a Business Day, or on any Business Day after 5.30 pm (addressee's local time), shall be deemed to have been served at 9.00 am (addressee's local time) on the next Business Day).

10.3 **Assignment**

Neither Party shall assign all or any part of the benefit of, or rights or benefits under, this Agreement without the prior written consent of the other Party, provided that Mediahuis may assign any or all of its rights and interests hereunder to one or more members of the Mediahuis Group, provided that prior consent in writing has been obtained from the Panel if required in respect of such assignment, but no such assignment shall relieve Mediahuis of its obligations hereunder.

10.4 **Counterparts**

This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and each Party may enter into this Agreement by executing a counterpart and delivering it to the other Party (by hand delivery, e-mail or otherwise).

10.5 **Amendment**

No amendment of this Agreement shall be binding unless the same shall be evidenced in writing duly executed by each of the Parties.

10.6 **Entire Agreement**

This Agreement, together with the Confidentiality Agreement, the Expenses Reimbursement Agreement and any documents delivered by Mediahuis and INM in connection herewith, constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between Mediahuis and INM with respect to the subject matter hereof, it being understood that the Confidentiality Agreement shall survive the execution and delivery of this Agreement and that no action by Mediahuis or any Party contemplated by this Agreement shall be deemed to breach the Confidentiality Agreement.

10.7 **Inadequacy of Damages**

Each Party agrees that damages would not be an adequate remedy for any breach by it of this Agreement and accordingly each Party shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this Agreement.

10.8 **Remedies and Waivers**

No delay or omission by either Party to this Agreement in exercising any right, power or remedy provided by Law or under this Agreement shall:

- (a) affect that right, power or remedy; or
- (b) operate as a waiver of it.

The exercise or partial exercise of any right, power or remedy provided by Law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

10.9 **Severability**

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction that shall not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- (b) the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this Agreement; and

it is agreed by the Parties that a court of competent jurisdiction may sever any such invalid, illegal or unenforceable provision and should any provision of this Agreement be invalid or unenforceable, then such provision shall be deemed to have been automatically amended in such a way that, as amended, it is valid, legal and unenforceable and to the maximum extent possible carries out the original intent of the Parties as to the matter or matters in question.

10.10 **No Partnership and No Agency**

- (a) Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between any of the Parties.
- (b) Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party.

10.11 **Further Assurance**

Without limitation to the provisions of this Agreement, the Parties shall, and shall procure that each member of their respective Groups shall, issue, execute or despatch such documentation in a reasonably timely fashion or take other actions as is necessary or desirable to facilitate the implementation of the Transactions or carry out the purposes of this Agreement.

10.12 **Costs and Expenses**

Save for the Panel's document review fees (which shall be borne and discharged by Mediahuis), each Party shall pay its own costs and expenses of and incidental to this Agreement, the Acquisition and all other Transactions, except as otherwise provided in this Agreement.

10.13 Governing Law and Jurisdiction

- (a) Except as provided herein, this Agreement shall be governed by, and construed in accordance with, the Laws of Ireland, without regard to the conflicts of law rules of Ireland that would result in the application of the laws of any other jurisdiction.
- (b) Except as provided herein, Mediahuis and each of the Parties irrevocably agrees that the courts of Ireland are to have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts in Ireland. Any proceeding, suit or action arising out of or in connection with this Agreement shall therefore be brought in the courts of Ireland.

10.14 Non-Survival of Representations and Warranties

None of the representations and warranties in this Agreement shall survive the Effective Time or the termination of this Agreement.

SCHEDULE 1

INM CONDUCT

At all times from the execution of this Agreement until the earlier of the Effective Time and the date, if any, on which this Agreement is terminated pursuant to Clause 9, except as may be required by applicable Law, or as expressly contemplated or expressly permitted elsewhere in this Agreement or the Rule 2.5 Announcement; or as Disclosed; or to the extent Mediahuis has given its prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, INM undertakes to and covenants with Mediahuis that it:

1. shall not undertake any action (or omit to take any action) that is in breach of Rule 21 of the Takeover Rules;
2. shall not, and shall procure that its Subsidiaries shall not, authorise or pay any dividends on or make any distribution with respect to the outstanding shares in its capital (whether in cash, assets, shares or other securities of any member of the INM Group);
3. shall not, and shall procure that its Subsidiaries shall not, split, combine or reclassify any of its shares of capital in issue, or issue or authorise the issuance of any other securities in respect of, in lieu of or in substitution for, shares in its capital;
4. shall not, and shall procure that its Subsidiaries shall not:
 - (a) except pursuant to any pre-existing contractual obligations, materially increase the compensation (including bonus and equity opportunities), severance or termination pay, create material new benefits (or materially increase or modify the existing benefits, whether pursuant to Mediahuis Benefit Plans or otherwise) payable or provided to any member of the INM Senior Management Team, other than to the extent required by the terms of a Mediahuis Benefit Plan or applicable Law;
 - (b) hire any new member of, or terminate the employment or service of, any member of the INM Senior Management Team, other than in the ordinary course of business consistent with past practice;
 - (c) establish, adopt, enter into, materially amend or terminate any INM Benefit Plan or any other plan, trust, fund, policy or arrangement for the benefit of any employee, contractor, consultant or director of the INM Group or any of their beneficiaries, except as required to comply with applicable Law; or
 - (d) change any actuarial assumptions used to calculate the funding obligations with respect to any INM Benefit Plan or change the manner in which contributions to such plans are made or the basis on which such contributions are determined, except as may be required by applicable Law or any INM Benefit Plan in effect as of the date hereof;
5. shall not, and shall not permit any of its Subsidiaries to, make any material change in financial accounting policies or procedures or any of its methods of reporting income, deductions or other material items for financial accounting purposes, except as required by a change in IFRS applicable Law;
6. shall not, and shall not permit any of its Subsidiaries to, authorise or announce an intention to authorise, or enter into agreements with respect to, any acquisitions of an equity interest in any joint venture arrangement, or acquisitions of an equity interest in or a substantial portion of the assets of any person or any business or division thereof, or any mergers, consolidations

or business combinations (for the purpose of this paragraph 6, each such event an “**Investment**”), other than:

- (a) as expressly permitted by Clause 5.2 of this Agreement; or
 - (b) in respect of any Investment which relates to a minority investment by any member of the INM Group, for consideration of not more than €200,000 for each Investment (so long as it is an Investment which results in INM’s and its Subsidiaries’ ownership being less than 20% of the equity interests of the invested entity and INM cannot consolidate such entity for financial reporting or tax purposes) and limited to no more than five such Investments;
7. shall not amend the Constitution or any other Organisational Documents and shall not permit any of its Subsidiaries to adopt any material amendments to its Organisational Documents;
8. shall not, and shall procure that its Subsidiaries shall not, enter into any Contract (other than (a) amendments to Contracts in the ordinary course of business, (b) any standard terms and conditions or amendments thereto) that provides by its terms for payments in excess of €500,000 per annum or receipts in excess of 500,000 per annum if such Contract had been entered into prior to the date hereof;
9. shall not, and shall not permit any of its Subsidiaries to, issue, deliver, grant, sell, pledge, dispose of or encumber, or authorise the issuance, delivery, grant, sale, pledge, disposition or encumbrance of, any shares in its capital, voting securities or other equity interest in any member of the INM Group or any securities convertible into or exchangeable for any such shares, voting securities or equity interest, or any rights, restricted share units, warrants or options to acquire any such shares in its capital, voting securities or equity interest or take any action to cause to be exercisable any otherwise un-exercisable INM Option (except as otherwise provided by the express terms of any INM Option outstanding on the date hereof);
10. shall not, and shall not permit any of its Subsidiaries to, directly or indirectly, purchase, redeem or otherwise acquire any shares in its capital or any rights, warrants or options to acquire any such shares in its capital, other than in relation to the valid exercise of any INM Option or as otherwise may be agreed with Mediahuis;
11. shall not, and shall not permit any of its Subsidiaries to, redeem, repurchase, prepay (other than prepayments of revolving loans), incur, assume, endorse, guarantee or otherwise become liable for or modify in any material respects the terms of any Indebtedness for borrowed money or issue or sell any debt securities or calls, options, warrants or other rights to acquire any debt securities (directly, contingently or otherwise), provided that the foregoing shall not prohibit INM and its Subsidiaries from making guarantees or obtaining letters of credit or surety bonds for the benefit of commercial counterparties in the ordinary course of business consistent with past practices;
12. shall not, and shall procure that its Subsidiaries shall not, acquire, lease, license or otherwise obtain any of its material properties or assets, or to sell, lease, exclusively license, transfer, exchange, swap or otherwise dispose of, or subject to any Encumbrance, any of its material properties or assets, other than:
 - (a) dispositions of inventory or equipment in the ordinary course of business;
 - (b) non-exclusive Intellectual Property licences in connection with product development, publishing or brand licensing for the benefit of INM, or exclusive Intellectual Property licences in connection with brand licences, in each case in the ordinary course of business consistent with past practices;

- (c) for transactions among INM and its wholly-owned Subsidiaries or among its wholly-owned Subsidiaries in the ordinary course of business consistent with past practices; or
 - (d) for transactions (excluding transactions for the purchase or sale of Intellectual Property) in the ordinary course of business consistent with past practice involving less than €200,000 individually or in the aggregate;
13. shall not, and shall procure that its Subsidiaries shall not, enter into a new line of business that is material to the INM Group as a whole;
 14. shall not, and shall procure that its Subsidiaries shall not, announce, implement or effect any redundancy, reduction in work force, lay-off, or early retirement program, severance program or other program or effort concerning the termination of employment of any INM Associate, other than, to the extent permitted by paragraph 4(b) of this Schedule, routine employee terminations in the ordinary course of business consistent with past practices;
 15. shall not, and shall procure that its Subsidiaries shall not, engage in any merger;
 16. shall not, and shall not permit any of its Subsidiaries to, compromise or settle any material claim, litigation, investigation or proceeding (including the Legacy Matters (as defined below)), in each case made or pending against any member of the INM Group or any of their officers and directors in their capacities as such, other than the compromise or settlement of claims, litigation, investigations or proceedings where any such compromise or settlement results in the actual expense to be incurred being no greater, individually or in the aggregate in respect of claims relating to the same underlying matter, than €200,000 and does not impose any injunctive relief or otherwise limit any action or inaction other than the payment of monetary relief as set forth in this paragraph 15 by INM and its Subsidiaries, provided that the foregoing shall not apply to any claims that INM's insurers have agreed to cover or to any claims that are provided for in the INM Annual Report;
 17. shall not, and shall not permit any of its Subsidiaries to:
 - (a) make, change or revoke any material Tax election, change any annual Tax accounting period or method of Tax accounting unless in each case required by applicable Law;
 - (b) settle or compromise any corporate income tax audit or proceeding relating to a material amount of Taxes, or material claim for refund, or enter into any closing or similar agreement with any Tax Authority other than entering into the process for claiming tax credits in the ordinary course consistent with past practice; or
 - (c) make, change or revoke any Tax election which results in any modification of the pass through or transparency status, or lack thereof, of any entity in any jurisdiction, and where such agreement to effect any of the matters set out in this paragraph 17 is sought from Mediahuis, Mediahuis will have 72 hours from receipt of any written request from INM to respond in writing to such request, failing which Mediahuis will be deemed to have agreed to such action;
 18. shall, and shall procure that its Subsidiaries shall, promptly notify Mediahuis orally and in writing: upon any member of the Senior Management Team becoming actually aware:
 - (a) that any representation or warranty made by it in this Agreement has become untrue or inaccurate in any material respect, or of any failure by INM to comply in any material respect with any material covenant or condition of this Agreement required to be complied with by it pursuant to this Agreement; and

- (b) of any material Action commenced against INM or any of its Subsidiaries; it being acknowledged and agreed by each of the Parties that one or more breaches of this paragraph 18 shall not permit Mediahuis to terminate this Agreement or constitute a failure of any Condition unless the cumulative effect of such matters not disclosed would have or would reasonably be expected have a material adverse effect on the INM Group; and
19. shall not, and shall not permit any of its Subsidiaries to, make any new capital expenditure, or commit to do so in excess of €200,000 in aggregate.

“Legacy Matters” means:

- (a) the investigation of the Office of Director of Corporate Enforcement;
- (b) the appointment by the High Court of inspectors to INM under Section 748 of the Act; and
- (c) the investigation of the Data Protection Commissioner of suspected breaches of data security and data protection law within the INM Group,

each as described in the INM Annual Report.

Nothing contained in this Agreement shall give Mediahuis, directly or indirectly, the right to control or direct the INM Group operations prior to the Effective Date.

SCHEDULE 2
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 €91 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

Michael Doorly (CEO) +353 1 466 3200

Lazard (Financial Adviser to INM)

Nicholas Shott / Philippe Noël +44 207 187 2000

Davy (Corporate Broker to INM)

Ivan Murphy / Barry Murphy +353 1 679 6363

Wilson Hartnell (Public Relations Adviser to INM)

Brian Bell +353 87 2436 130

Mediahuis

An Steylemans (Head of Mediahuis Group Communication) +32 473 55 71 48

J.P. Morgan (Financial Adviser to Mediahuis)

Dwayne Lysaght / Gian Piero Sammartano / Alec Pratt +44 20 7742 4000

Drury Porter Novelli (Public Relations Adviser to Mediahuis) +353 1 260 5000

Billy Murphy / Cathal Barry +353 87 231 3085

+353 87 227 9281

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.

“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 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) and INM's employees on INM's website (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:

Holder (as at 29 April 2019)	Number of INM Ordinary Shares	% of INM Issued Ordinary Shares in Issue (Excl. Treasury Shares)
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 €19 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 €91 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**

Michael Doorly (CEO) +353 1 466 3200

Lazard (Financial Adviser to INM)

Nicholas Shott / Philippe Noël +44 207 187 2000

Davy (Corporate Broker to INM)

Ivan Murphy / Barry Murphy +353 1 679 6363

Wilson Hartnell (Public Relations Adviser to INM)

Brian Bell +353 87 2436 130

Mediahuis

An Steylemans (Head of Mediahuis Group Communication) +32 473 55 71 48

J.P. Morgan (Financial Adviser to Mediahuis)

Dwayne Lysaght / Gian Piero Sammartano / Alec Pratt +44 20 7742 4000

Drury Porter Novelli (Public Relations Adviser to Mediahuis) +353 1 260 5000

Billy Murphy / Cathal Barry +353 87 231 3085 /

+353 87 227 9281

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.

“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 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) and INM's employees on INM's website (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.

Signed for and on behalf of
MEDIAHUIS NV

By: 
Name: GERT YSEBAERT
Title: CEO

Signed for and on behalf of
INDEPENDENT NEWS & MEDIA PLC

By: Michael Doorly
Name: MICHAEL DOORLY
Title: CHIEF EXECUTIVE OFFICER