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**FOR IMMEDIATE RELEASE**

8 May 2018

**COMCAST CORPORATION (“COMCAST”)  
SKY PLC (“SKY”)**

**Adoption of Post-Offer Undertakings and  
Comcast Commitments by way of Deed Poll**

Further to Comcast’s announcement on 25 April 2018, Comcast is pleased to announce the full terms of certain legally binding post-offer undertakings, as set out in Part A of this announcement, that have been agreed with the Panel and are conditional on the occurrence of the Effective Date. Comcast is also intending to give certain legally binding commitments by way of deed poll, the terms of which are set out in Part B of this announcement.

As announced by Sky on 25 April 2018, Sky is also giving legally binding post-offer undertakings, as set out in Part A of this announcement, that have been agreed with the Panel and are conditional upon the occurrence of the Effective Date.

**Part A - Post-Offer Undertakings**

Comcast and Sky make the following post-offer undertakings pursuant to Rule 19.5 of the City Code, subject to the qualification and condition set out below (each of the post-offer undertakings in paragraphs 1.1(a), 1.1(b), 1.1(c), 1.2, 1.3, 2, 3 and 4 being a “**Post-Offer Undertaking**” and, together, the “**Post-Offer Undertakings**”).

**1. Sky-Branded News Service**

1.1 Comcast undertakes to procure, and Sky undertakes, that:

- (a) throughout the period of five years from the Effective Date or, if longer, from the Effective Date to the date on which the Post-Offer Undertakings at paragraphs 1.1(b), 1.1(c), 1.2 and 1.3 have been satisfied in full, a member of the Sky Group (alone or with other members of the Sky Group) shall:
  - (i) have ownership of, or the right to use, all assets and rights (including licences) necessary to carry on a Sky-Branded News Service; and
  - (ii) continue to carry on a Sky-Branded News Service;
- (b) subject to the Post-Offer Undertaking at paragraph 1.1(c), the total Sky News Expenditure spent by members of the Sky Group:
  - (i) during the period from the Effective Date to 30 June 2019 will be at least an amount which, when added to the total Sky News Expenditure during any period from 1 July 2018 to the Effective Date, is equal to the Initial Amount, as increased (for the previous 12 months only) by CPIH as published in July

2018 (or, if not available in July 2018, the next month in which it is published) (the Initial Amount so increased being the “**First Year Amount**”);

(ii) during the period from 1 July 2019 to 30 June 2020 will be at least an amount equal to the First Year Amount, as increased by CPIH as published in July 2019 (or, if not available in July 2019, the next month in which it is published) (such increased amount being the “**Second Year Amount**”);

(iii) during the period from 1 July 2020 to 30 June 2021 will be at least an amount equal to the Second Year Amount, as increased by CPIH as published in July 2020 (or, if not available in July 2020, the next month in which it is published) (such increased amount being the “**Third Year Amount**”);

(iv) during the period from 1 July 2021 to 30 June 2022 will be at least an amount equal to the Third Year Amount, as increased by CPIH as published in July 2021 (or, if not available in July 2021, the next month in which it is published) (such increased amount being the “**Fourth Year Amount**”); and

(v) during the period from 1 July 2022 to 30 June 2023 will be at least an amount equal to the Fourth Year Amount, as increased by CPIH as published in July 2022 (or, if not available in July 2022, the next month in which it is published) (such increased amount being the “**Final Year Amount**”),

each of the First Year Amount, the Second Year Amount, the Third Year Amount, the Fourth Year Amount and the Final Year Amount being the “**Applicable Base Expenditure**” in respect of the relevant period; and

- (c) in the event that the total Sky News Expenditure spent by members of the Sky Group during the period from 1 July 2018 to 30 June 2019 or any period set out in any of paragraphs 1.1(b)(ii) to (v) (each such period being an “**Expenditure Period**”) is less than the Applicable Base Expenditure for that period, the amount of that shortfall (“**Shortfall**”) shall be spent by members of the Sky Group as Sky News Expenditure within 6 months of the end of that period (each such period being a “**Shortfall Period**”) and provided that the amount of any Sky News Expenditure spent pursuant to this Post-Offer Undertaking shall not be considered as Sky News Expenditure spent for the purposes of the Post-Offer Undertaking at paragraph 1.1(b) during the Expenditure Period following that in which the Shortfall arose.

1.2 Comcast undertakes to procure, and Sky undertakes, that throughout each Expenditure Period and from 1 July 2023 to 31 December 2023, the Sky Group shall maintain financial records containing and recording all items of Sky News Expenditure and the total Sky News Expenditure in each such period.

1.3 Comcast undertakes that it shall make available to Sky such funding as may be necessary to enable Sky to satisfy the Post-Offer Undertaking at paragraph 1.1(c) irrespective of Comcast’s level (if any) of ownership of or control over Sky.

(Paragraphs 1.1(a), 1.1(b), 1.1(c), 1.2 and 1.3 together being the “**Sky News Post-Offer Undertakings**”).

1.4 For the purposes of the Sky News Post-Offer Undertakings:

- (a) “**CPIH**” means the annual consumer prices index rate, including a measure of owner occupiers’ housing costs, as published by the Office for National Statistics (or any successor);
- (b) “**Indirect Costs Cap**” means in respect of an Expenditure Period (and including any related Shortfall Period) an amount equal to 30 per cent. of the Applicable Base Expenditure for that Expenditure Period;
- (c) “**Initial Amount**” means the amount of the total Sky News Expenditure for the period from 1 July 2016 to 30 June 2017 (*see Note 1*);
- (d) “**Relevant Costs**” means:

(i) the direct costs relating to:

(A) headcount: the cost of all permanent staff and freelancers working directly on the provision of a Sky-Branded News Service (including presenters, reporters, producers, editors and cameramen);

(B) coverage/newsgathering: daily newsgathering costs (e.g. travel, accommodation and feeds), large story spend (e.g. referenda, elections), newsgathering contract costs (e.g. The Associated Press) and satellite truck maintenance and operational costs;

(C) production, studio and archive: all production and studio costs (headcount, equipment and storage) and operational spend, news archive costs, and foreign bureau rent and office costs;

(D) Sky News International: transponder, marketing, and headcount costs for Sky News International;

(E) digital: headcount costs for digital team and associated contracts;

(F) radio: headcount costs for radio journalists and costs of associated radio contracts; and

(G) channel management: headcount costs for direct channel management of a Sky-Branded News Service including the Head of a Sky-Branded News Service; and

(ii) subject to (iii) below, the indirect costs relating to:

(A) satellite and digital terrestrial television (Freeview) and other capacity: an allocation to a Sky-Branded News Service of: (i) total satellite capacity costs; (ii) total Freeview capacity costs; and (iii) related headcount costs;

(B) music licence fees: an allocation to a Sky-Branded News Service of total music licence costs;

(C) creative services: headcount costs of the graphics team working for, and an allocation of creative agency and promotional costs to, a Sky-Branded News Service;

(D) corporate overhead and functional information technology and human resources: an allocation to a Sky-Branded News Service of: (i) corporate headcount support comprising headcount from Sky's legal, finance, human resources and public affairs departments; and (ii) information technology and human resources support costs (e.g. laptop support); and

(E) capital expenditure depreciations: capital expenditure depreciation on the capital assets directly employed for the purposes of the provision of a Sky-Branded News Service, comprising news gathering and operational equipment (e.g. cameras and SIS trucks),

but, in each case, excluding indirect costs relating to property and facilities shared with other businesses (not being a Sky-Branded News Service) of the Sky Group (including rates and rent for buildings from which a Sky-Branded News Service operates), marketing (including advertising), equipment support and broadcast operations (i.e. the headcount and equipment costs relating to the ingest and playout of audiovisual content).

(iii) If and to the extent that indirect costs in any Expenditure Period (including any related Shortfall Period) exceeds the Indirect Costs Cap for that period, the total amount of any indirect costs for that Expenditure Period (including any related Shortfall Period) shall be deemed to be equal to the Indirect Costs Cap.

(e) **“Sky-Branded News Service”** means a 24 hour news and current affairs service comprising television news channels (and which may also include related digital and radio services) that is distributed to an audience in the United Kingdom (although it may also be received internationally) that:

(i) is made available under a brand which incorporates the word “Sky” (and may include the brands “Sky News” and “Sky News HD”); and

(ii) may be made available on a free to air or a charged (including a subscription) basis; but

(iii) does not include Sky Sports News.

(f) **“Sky News Expenditure”** means expenditure by members of the Sky Group (excluding any expenditure between such members) on Relevant Costs incurred on a basis which is consistent with Sky's previous accounting policies and methodology for the purposes of carrying on a Sky-Branded News Service;

(g) **“Sky News International”** means a version or versions of a Sky-Branded News Service distributed to an audience outside of the UK; and

(h) **“Sky Sports News”** means a news service with a majority of its content focussed on sports related news.

1.5 For the purposes of the Sky News Post-Offer Undertakings, a certification by the Supervisor as to any of the following:

(a) whether or not expenditure constitutes:

- (i) Sky News Expenditure;
  - (ii) expenditure by members of the Sky Group; and
  - (iii) expenditure during a period; and
- (b) what amount constitutes:
- (i) the Initial Amount; and
  - (ii) Shortfall,

shall be final and conclusive and binding on Comcast and Sky.

*Note 1: The Initial Amount is commercially sensitive and a figure is therefore not included in this announcement. It will, however, be certified by the Supervisor.*

## **2. Sky Group's UK Headquarters at Osterley**

Throughout the period of five years from the Effective Date, Comcast undertakes to procure, and Sky undertakes, that the Sky Group shall maintain its UK headquarters in Osterley, Greater London, TW7 by Sky occupying one or more buildings in Osterley, one of which buildings shall be publicly designated as the Sky Group's UK headquarters and be the registered office of Sky.

## **3. Ownership of Newspapers in the UK**

Throughout the period of five years from the Effective Date:

- (a) Comcast undertakes that neither Comcast nor any of its subsidiaries or subsidiary undertakings shall; and
- (b) Comcast undertakes to procure, and Sky undertakes, that neither Sky nor any of Sky's subsidiaries or subsidiary undertakings shall,

in each case, directly or indirectly, whether alone or with or through any third party, hold or acquire (or enter into any agreement, or trigger any obligation, to so hold or acquire) a majority of the shares or voting rights in, or the right to appoint or remove a majority of the board of directors of, any undertaking which carries on a business of publishing any daily, Sunday or local UK Newspaper (the "**UK Newspaper Post-Offer Undertaking**").

For the purposes of the UK Newspaper Post-Offer Undertaking, "**UK Newspaper**" means a printed newspaper publication, the majority of the content (excluding advertisements) of which consists of news reports related to public and current affairs and other journalistic content, published at intervals of not more than 7 days and distributed wholly or primarily either nationally throughout the UK or in a specific local area of the UK (and which may also be made available in digital form) but excluding a publication which is made available only in digital form.

## **4. Sky News Board**

Each of Comcast and Sky undertakes to procure that, no later than three months after the Effective Date, the Sky Group shall establish an "editorial board" for the Sky-

Branded News Service by Sky UK Limited (or, alternatively, any other member of the Sky Group that, as at the date on which the “editorial board” is so established, holds the relevant licence(s) for a Sky-Branded News Service):

- (a) designating and appointing no fewer than three individuals to an “editorial board”, such designation and appointment to be considered satisfied when announced via a RIS; and
- (b) publishing the terms of reference of that “editorial board” on a website.

### **Qualification and Condition**

Subject to consulting the Panel in advance and obtaining the Panel’s consent to rely on such qualification or condition pursuant to Rule 19.5(f) of the City Code, a Post-Offer Undertaking will no longer apply if and to the extent that the Panel determines that Comcast or Sky (as the case may be) is unable to comply with that Post-Offer Undertaking as a result of an event, act or circumstance beyond the control of Comcast or Sky (as the case may be).

### **Definitions and Interpretation**

The following definitions and interpretations also apply for the purposes of Part A of this announcement and the Post-Offer Undertakings:

<b>“City Code”</b>	<i>means the City Code on Takeovers and Mergers;</i>
<b>“Comcast”</b>	<i>means Comcast Corporation, a company incorporated in Pennsylvania with its registered office in One Comcast Center, Philadelphia, PA 19103;</i>
<b>“Effective Date”</b>	<i>means the date on which the Offer becomes or is declared unconditional in all respects;</i>
<b>“Offer”</b>	<i>means the offer by Comcast for the entire issued share capital of Sky to be made following Comcast's announcement of its firm intention to make an offer on 25 April 2018;</i>
<b>“Panel”</b>	<i>means the UK Panel on Takeovers and Mergers;</i>
<b>“procure”</b>	<i>includes taking, continuing to take and preserving the ability to take steps to secure a relevant outcome, including (without prejudice to the aforesaid) by obtaining from any person or entity enforceable obligations and commitments to act and enforcing such obligations and commitments; and, for the avoidance of doubt, a Post-Offer Undertaking by Comcast to “procure” shall subsist and continue in full force and effect irrespective of Comcast’s level (if any) of ownership of or control over Sky;</i>
<b>“right to appoint or remove a majority of the board of directors”</b>	<i>shall be construed in accordance with Schedule 6 of the Companies Act 2006;</i>
<b>“RIS”</b>	<i>has the meaning given in the City Code;</i>

<b>“Sky”</b>	<i>means Sky plc, a company incorporated in England and Wales with registered number 02247735;</i>
<b>“Sky Group”</b>	<i>means Sky and its subsidiaries and subsidiary undertakings from time to time;</i>
<b>“Sky UK Limited”</b>	<i>means Sky UK Limited, a company incorporated in England and Wales with registered number 09006991;</i>
<b>“subsidiary”</b>	<i>has the meaning given in Section 1159 of the Companies Act 2006;</i>
<b>“subsidiary undertaking”</b>	<i>has the meaning given in Section 1162 of the Companies Act 2006;</i>
<b>“Supervisor”</b>	<i>means Grant Thornton UK LLP;</i>
<b>“UK”</b>	<i>means the United Kingdom of Great Britain and Northern Ireland;</i>
<b>“undertaking”</b>	<i>has the meaning given in Section 1161 of the Companies Act 2006; and</i>
<b>“voting rights”</b>	<i>shall be construed in accordance with Schedule 6 of the Companies Act 2006.</i>

#### **Further Information regarding the Post-Offer Undertakings**

The Post-Offer Undertakings set out in Part A of this announcement are in a form acceptable to the Panel, are legally binding commitments and, should the Effective Date occur, each of Comcast and Sky must comply with the terms of its respective Post-Offer Undertakings and complete any courses of action committed to within the relevant time periods set out.

Comcast and Sky have each appointed the Supervisor to monitor its compliance with the Post-Offer Undertakings it has given. In respect of its appointment, the Supervisor has agreed a work-plan with the Panel in order to monitor compliance by each of Comcast and Sky with the Post-Offer Undertakings it has given.

Comcast, Sky and the Supervisor will be required to submit periodic reports to the Panel, in accordance with the provisions of Rule 19.5(h) and (i) of the City Code, in respect of the Post-Offer Undertakings.

#### **Part B - Comcast Commitments by Way of Deed Poll to the Sky News Board and Other Appropriate Regulatory Bodies**

Immediately after the establishment of the Sky News Board, Comcast intends to enter into (and intends to procure that upon that date Sky enters into) a legally binding deed poll (the **“Sky News Binding Commitments”**) in favour of the Sky News Board, which will:

- a. provide for the continued establishment of the Sky News Board for a period of 10 years;

- b. provide the Sky News Board with oversight of the Sky News operations in relation to ensuring the editorial independence of Sky News for a period of 10 years; and
- c. provide the same investment commitment to Sky News as is included in the Post-Offer Undertakings in paragraph 1 of Part A of this announcement above for a further period of five years following the expiry of that Post-Offer Undertaking.

The draft terms of the deed poll which set out the Sky News Binding Commitments are included below in substantively final form, subject to any further amendments that may be agreed with any beneficiary or relevant regulator prior to the date the Sky News Binding Commitments are entered into. The Sky News Binding Commitments will constitute legally binding commitments on Comcast and Sky which will be enforceable by the Sky News Board.

The Sky News Binding Commitments do not constitute “post-offer undertakings” for the purposes of Rule 19.5 of the City Code, are therefore not enforceable by the Panel as post-offer undertakings, and no view has been expressed by the Panel in relation to the Sky News Binding Commitments including the giving and enforceability of the Sky News Binding Commitments.

As stated in its Firm Offer Announcement, Comcast also confirms its willingness to provide for a relevant regulator to be a beneficiary of the Sky News Binding Commitments in the same way as the Sky News Board, if this is considered to be appropriate in due course. For the avoidance of doubt, the Panel is not a relevant regulator for the purposes of the Sky News Binding Commitments.

The statements in this Part B of this announcement are given by Comcast only.

#### **Definitions and Interpretation**

Words and expressions not otherwise defined in this announcement shall have the meaning given to them in the Rule 2.7 announcement published by Comcast on 25 April 2018 which can be found on Comcast’s website at [www.cmcsa.com/proposal-for-sky](http://www.cmcsa.com/proposal-for-sky) (the “**Firm Offer Announcement**”).



## APPENDIX TO PART B

### COMCAST COMMITMENTS BY WAY OF DRAFT DEED POLL TO THE SKY NEWS BOARD AND, IF APPROPRIATE, OTHER REGULATORY BODIES

This **DEED POLL** is made on [•] 2018

**By:**

**Comcast Corporation**, a company incorporated in Pennsylvania with registered office in One Comcast Center, Philadelphia, PA 19103 USA (*Comcast*); and

**Sky plc**, a company incorporated in England and Wales with registered number 02247735 (*Sky*),

(together the *Parties* and each a *Party*)

**To:**

**The Sky News Board (as further defined in Schedule 2 hereto), and each individual member thereof, in his/her capacity as an Independent Expert Board Member of the Sky News Board from time to time (the *Beneficiaries*, and each a *Beneficiary*)**

**WHEREAS:**

(A) On 25 April 2018, Comcast announced a firm intention to acquire the entire issued and to be issued share capital of Sky (the *Offer*).

(B) On 8 May 2018, Comcast and Sky announced the adoption of various post-offer undertakings in respect of the Sky business and the Sky-Branded News Service (the *POU Announcement*).

(C) In connection with the Offer, the Parties wish to give certain legally binding undertakings to the Beneficiaries in relation to the Sky-Branded News Service.

(D) The legally binding undertakings contained in this Deed Poll do not constitute post-offer undertakings for the purposes of Rule 19.5 of the City Code on Takeovers and Mergers and are not enforceable by the Panel on Takeovers and Mergers as such.

Terms used in this Deed Poll shall have the meanings set out in Schedule 2.

**NOW THIS DEED POLL WITNESSES as follows:**

**1. UNDERTAKINGS**

1.1 By this Deed Poll, the Parties hereby undertake that they shall be bound by and comply with the terms of the undertakings set out in Schedule 1 (the *Undertakings*).

1.2 The Parties hereby acknowledge and covenant that the obligations contained in the Undertakings are owed to the Beneficiaries and that each Beneficiary shall be entitled to enforce the Undertakings against the Parties.

**2. FURTHER ASSURANCE**

The Parties undertake to perform all further acts and things, and execute and deliver such further documents, as may be required by law or as may be necessary or reasonably desirable to implement and/or give effect to this Deed Poll.

### **3. PARTIAL INVALIDITY**

3.1 If any provision of this Deed Poll is or becomes invalid, illegal or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability of the remaining provisions in that jurisdiction or of that provision in any other jurisdiction.

### **4. AMENDMENTS**

No amendment or other variation to this Deed Poll shall be effective unless it is duly executed in writing by each of the Parties and, to the extent that any such amendment or variation seeks to reduce, dilute or otherwise diminish the scope of the undertakings of the Parties contained herein in any way, with the written consent of the Sky News Board (acting by a majority of its members).

### **5. GOVERNING LAW AND JURISDICTION**

#### **5.1 Governing law**

This Deed Poll and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.

#### **5.2 Jurisdiction**

The English courts shall have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims) which may arise out of or in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Deed Poll or otherwise arising in connection with this Deed Poll and for such purposes the Parties irrevocably submit to the jurisdiction of the English courts.

#### **5.3 Process Agent**

Comcast shall at all times maintain an agent for service of process and any other documents in proceedings in England and Wales or any other proceedings in connection with this Deed Poll. Such agent shall be Company Secretary, NBC Universal International Limited, 1 Central St. Giles Street, Giles High Street, London WC2H 8NU and any claim form, judgment or other notice of legal process shall be sufficiently served on Comcast if delivered to such agent at its address for the time being. Comcast waives any objection to such service.

### **6. THIRD PARTIES**

This Deed Poll is enforceable under the Contract (Rights of Third Parties) Act 1999 by each of the Beneficiaries, but not by any other person.

## SCHEDULE 1

### UNDERTAKINGS

#### 1. UNDERTAKING TO ESTABLISH SKY NEWS BOARD

1.1 During the period of ten years from the date of the Sky News Board's establishment (the *Independence Undertaking Period*), each of Comcast (in so far as it is able exercising the powers available to it) and Sky undertakes to procure the continued establishment of the Sky News Board, and that for the duration of the Independence Undertaking Period such Sky News Board shall:

(a) be chaired by a person who meets the Independent Expert Board Member Criteria and in addition has senior editorial and/or journalistic experience (the *Independent Chairperson*);

(b) be comprised of:

(i) an Independent Chairperson selected by Sky; and

(ii) two other persons meeting the Independent Expert Board Member Criteria,

with all appointments and removals (subsequent to its initial establishment) being made by a majority of the Sky News Board (the *Independent Expert Board Members*);

(c) operate under terms of reference which shall stipulate that the Sky News Board shall:

(i) be entrusted with oversight of the compliance of the Sky-Branded News Service with the Sky News Editorial Guidelines, including provisions relating to editorial independence in news reporting and compliance with Ofcom's Broadcasting Code;

(ii) have powers and adequate resources to review and investigate all areas within the remit of the Sky News Board;

(iii) meet as frequently as it considers necessary to discharge its functions, but in any event not fewer than four times a year;

(iv) consider any representations made by the Head of Sky News as to the Sky-Branded News Service's compliance with the Sky News Editorial Guidelines as provided for under section 1.1(c)(i) above and report any such representations to the Sky Board;

(v) advise the Sky Board on any issues within its remit including the Sky News Board Approvals;

(vi) consider any representations made by the Head of Sky News pursuant to section 3.2(c) and report any such representations to the Comcast Board;

(vii) be quorate only if at least two Independent Expert Board Members are present;

(viii) take all decisions on the basis of a majority vote (including as to the enforcement by the Sky News Board (or by any individual acting in his or her capacity as a member of the Sky News Board) of this Deed Poll); and

(ix) require each member to notify each of the other members promptly if he or she no longer meets the Independent Expert Board Member Criteria.

- 1.2 An Independent Expert Board Member shall only be removed from the Sky News Board by a unanimous vote in favour of removal taken by the Sky News Board (without counting the vote of the Independent Expert Board Member in question):
- (a) in the event of gross negligence, wilful misconduct, dishonesty, or fraud committed by that Independent Expert Board Member; or
  - (b) if he or she no longer meets the Independent Expert Board Member Criteria.
- 1.3 During the Independence Undertaking Period, each of Comcast (in so far as it is able exercising the powers available to it) and Sky undertakes to procure that:
- (a) subject to section 1.3(b), the following matters at Sky UK Limited (or at any successor company that holds the relevant licence(s) for the Sky-Branded News Service from time to time) shall take place only with the approval of a majority of the Sky News Board:
    - (i) the appointment or removal of the Head of Sky News (with the Sky News Board having the right prior to any replacement of the Head of Sky News to be consulted on the replacement candidate (in particular in relation to such candidate's editorial experience and integrity) and to nominate a candidate for appointment to the role);
    - (ii) the remuneration package of the Head of Sky News;
    - (iii) any material changes to the authority or reporting relationship of the Head of Sky News; and
    - (iv) any future changes to the Sky News Editorial Guidelines,  
(together the *Sky News Board Approvals*); and
  - (b) no subsequent amendments to the Sky News Board Approvals (other than amendments made to comply with law or regulation) shall be made without the prior approval of a majority of the Sky News Board (having taken into account the need for the continuing editorial independence of the Sky-Branded News Service).
- 1.4 During the Independence Undertaking Period, Comcast undertakes to procure that, subject to general compliance procedures and oversight, no employee or officer of Comcast or member of the Comcast Board outside of the Sky-Branded News Service's editorial function shall influence or attempt to influence the editorial choices made by the Head of Sky News or the Head of Sky News' delegates (including the selection, prominence or running of news stories or the political comment and opinion to be broadcast on the Sky-Branded News Service).

## **2. TERMS OF APPOINTMENT OF SKY NEWS BOARD**

- 2.1 During the Independence Undertaking Period each of Comcast (in so far as it is able exercising the powers available to it) and Sky undertakes to procure that a member of the Sky Group enters into a letter of appointment with each Independent Expert Board Member which sets out, amongst other things, the duties of such Independent Expert Board Member as a member of the Sky News Board, together with the annual fees payable to him/her for performing that role.
- 2.2 Following his or her appointment, each Independent Expert Board Member (each an *Indemnified Person*) shall be indemnified by the Parties to the fullest extent permitted by law and without

prejudice to any indemnity to which he or she might otherwise be entitled, against any liability arising and all expenses reasonably incurred or paid by him or her in connection with an action, claim, suit or proceeding in which he or she becomes involved (as a party or otherwise) by virtue of him or her being or having been an Independent Expert Board Member or enforcing the rights of the Sky News Board pursuant to the undertakings contained in this Deed Poll, and against amounts paid or incurred by him or her in settlement thereof, provided that no indemnification shall be provided to any Indemnified Person against any liability owed to Sky UK Limited (or any successor company that holds the relevant licence(s) for the Sky-Branded News Service from time to time) or its shareholders by reason of wilful default, bad faith, gross negligence or fraudulent misconduct.

### **3. UNDERTAKING TO ENHANCE AND MAINTAIN SKY NEWS EDITORIAL GUIDELINES**

- 3.1 During the Independence Undertaking Period, each of Comcast (in so far as it is able exercising the powers available to it) and Sky undertakes to maintain and observe the editorial guidelines that are in place in relation to the Sky-Branded News Service as at the date of this Deed Poll, as modified in accordance with section 3.2 below and section 1.3(a)(iv) above (the *Sky News Editorial Guidelines*).
- 3.2 Within three months from the Effective Date, each of Comcast (in so far as it is able exercising the powers available to it) and Sky undertakes to procure that the Sky News Editorial Guidelines shall be amended to specify that:
- (a) the Head of Sky News (along with those to whom the Head of Sky News has delegated authority) retains complete editorial control over all news and current affairs output, including the selection and running of news stories and any political comment and opinion broadcast on the Sky-Branded News Service;
  - (b) subject to general compliance procedures and oversight, instructions to the Sky-Branded News Service editorial staff, including journalists, shall be given only by the Head of Sky News or those to whom the Head of Sky News has delegated authority; and
  - (c) in the event that the Head of Sky News becomes aware of an attempt by any employee or officer of Comcast outside of the Sky-Branded News Service's editorial function to influence the selection or running of news stories or the political comment and opinion to be broadcast on the Sky-Branded News Service, the Head of Sky News shall escalate such matters to the Sky News Board.
- 3.3 During the Independence Undertaking Period, each of Comcast (in so far as it is able exercising the powers available to it) and Sky undertakes to procure that no subsequent amendments to the Sky News Editorial Guidelines (other than amendments made to comply with law or regulation) shall be made without the prior approval of a majority of the Sky News Board (having taken into account the need for the continuing editorial independence of the Sky-Branded News Service) in accordance with section 1.3(a)(iv) above.

### **4. UNDERTAKING TO MAINTAIN INVESTMENT IN THE SKY-BRANDED NEWS SERVICE**

- 4.1 Each of Comcast (in so far as it is able exercising the powers available to it) and Sky undertakes to procure that:
- (a) throughout the period of five years commencing on the first day after the POU Expiry Date (the *Sky News Investment Continuation Date*), or if longer, from the Sky News Investment Continuation Date to the date on which the undertakings at sections 4.1(b), 4.1(c), 4.2 and 5.2 have been satisfied in full, a member of the Sky Group (alone or with other members of the Sky Group) shall:

- (i) have ownership of, or the right to use, all assets and rights (including licences) necessary to carry on a Sky-Branded News Service; and
  - (ii) continue to carry on a Sky-Branded News Service; and
- (b) subject to section 4.1(c) below, the Sky News Expenditure spent by members of the Sky Group:
  - (i) during the period from 1 July 2023 to 30 June 2024 will be at least an amount equal to the Final Year Amount, as increased by CPIH as published in July 2023 (or, if not available in July 2023, the next month in which it is published) (such increased amount being the ***Sixth Year Amount***);
  - (ii) during the period from 1 July 2024 to 30 June 2025 will be at least an amount equal to the Sixth Year Amount, as increased by CPIH as published in July 2024 (or, if not available in July 2024, the next month in which it is published) (such increased amount being the ***Seventh Year Amount***);
  - (iii) during the period from 1 July 2025 to 30 June 2026 will be at least an amount equal to the Seventh Year Amount, as increased by CPIH as published in July 2025 (or, if not available in July 2025, the next month in which it is published) (such increased amount being the ***Eighth Year Amount***);
  - (iv) during the period from 1 July 2026 to 30 June 2027 will be at least an amount equal to the Eighth Year Amount, as increased by CPIH as published in July 2026 (or, if not available in July 2026, the next month in which it is published) (such increased amount being the ***Ninth Year Amount***);
  - (v) during the period from 1 July 2027 to 30 June 2028 will be at least an amount equal to the Ninth Year Amount, as increased by CPIH as published in July 2027 (or, if not available in July 2027, the next month in which it is published) (such increased amount being the ***Tenth Year Amount***); and
  - (vi) during the period from 1 July 2028 to 30 June 2029 will be at least an amount equal to the Tenth Year Amount, as increased by CPIH as published in July 2028 (or, if not available in July 2028, the next month in which it is published) (such increased amount being the ***Eleventh Year Amount***),

each of the Sixth Year Amount, the Seventh Year Amount, the Eighth Year Amount, the Ninth Year Amount, the Tenth Year Amount and the Eleventh Year Amount being the ***Applicable Base Expenditure*** in respect of the relevant period; and

- (c) in the event that the Sky News Expenditure spent by members of the Sky Group during any period set out in any of sections 4.1(b)(i) to 4.1(b)(vi) (each such period being an ***Expenditure Period***) is less than the Applicable Base Expenditure for that period, the amount of that shortfall (***Shortfall***) shall be spent by members of the Sky Group as Sky News Expenditure within 6 months of the end of that period (each such period being a ***Shortfall Period***) and provided that the amount of any Sky News Expenditure spent pursuant to this section 4.1(c) shall not be considered as Sky News Expenditure spent for the purposes of section 4.1(b) during the Expenditure Period following that in which the Shortfall arose.

4.2 Comcast undertakes that it shall make available to Sky such funding as may be necessary to enable Sky to satisfy the undertaking set out in section 4.1(c) irrespective of Comcast's level (if any) of ownership or control over Sky,

(sections 4.1 and 4.2 together being the *Sky News Investment Undertaking*).

## 5. UNDERTAKINGS IN RELATION TO REPORTING AND MONITORING

5.1 In relation to the Undertakings in sections 1 and 3 above (the *Editorial Independence Undertakings*), each of Comcast (in so far as it is able exercising the powers available to it) and Sky undertakes to procure that:

- (a) following its own establishment, the Sky News Board shall then publish an announcement via a RIS, certified by the Independent Chairperson as accurate, that the Sky News Editorial Guidelines were amended within three months of the Effective Date to specify the matters set out in section 3.2 above;
- (b) within 30 days after the date on which the audited annual accounts of Sky have been published in relation to a financial year falling (whether in whole or in part) within the Independence Undertaking Period, the Sky News Board shall publish a confirmation via RIS announcement, certified by the Independent Chairperson as accurate, confirming whether during the relevant financial period:
  - (i) the Sky News Board comprised solely members who had certified to the Independent Chairperson in a form acceptable to the Independent Chairperson that they met the Independent Expert Board Member Criteria and was chaired by an Independent Chairperson;
  - (ii) the Sky News Board operated under the terms of reference as required by section 1.1(c) above;
  - (iii) no matters subject to Sky News Board Approvals took place without the approval of a majority of the Sky News Board and no amendments to the Sky News Board Approvals (other than amendments made to comply with law or regulation) were made without the prior approval of a majority of the Sky News Board (having taken into account the need for the continuing editorial independence of the Sky-Branded News Service); and
  - (iv) no amendments to the Sky News Editorial Guidelines (other than amendments made to comply with law or regulation) were made without the prior approval of a majority of the Sky News Board (having taken into account the need for the continuing editorial independence of the Sky-Branded News Service);
- (c) the Sky News Board shall publish a report via RIS announcement on an annual basis, certified by the Independent Chairperson as accurate of:
  - (i) any representations made by the Head of Sky News as to the Sky-Branded News Service's compliance with the Sky News Editorial Guidelines as required by section 1.1(c)(iv) above;
  - (ii) any matters escalated by the Head of Sky News as provided for in section 3.2(c), or if no matters were escalated, confirmation of such; and

(iii) any fees paid to the Independent Expert Board Members.

5.2 In relation to the Sky News Investment Undertaking, for each period set out in sections 4.1(b)(i) to 4.1(b)(vi) and during the period from 1 July 2029 to 31 December 2029 (the ***Sky News Investment Continuation Period***) each of Comcast (in so far as it is able exercising the powers available to it) and Sky shall procure that:

- (a) the Sky Group shall maintain financial records containing and recording all items of Sky News Expenditure and the total Sky News Expenditure in each such period; and
- (b) within 30 days after the date on which the audited annual accounts of Sky have been published in relation to a financial year falling (whether in whole or in part) during the Sky News Investment Continuation Period, the Sky News Board shall publish a confirmation via RIS announcement, certified by the Independent Chairperson as accurate confirming whether the Parties are in compliance with the Sky News Investment Undertaking.

## **6. FORCE MAJEURE**

6.1 Subject to consulting the Sky News Board in advance and obtaining their consent, each of the undertakings set out in this Schedule 1 will no longer apply where Sky News Board determines that Comcast or Sky (as the case may be) is unable to comply with the relevant undertaking as a result of an event, act or circumstance beyond the control of Comcast or Sky (as the case may be).



## SCHEDULE 2

### DEFINITIONS

1. In this Deed Poll, capitalised terms shall have the following meaning:

*Act* means the Enterprise Act 2002;

*Applicable Base Expenditure* has the meaning given in section 4.1(b) of Schedule 1;

*business* has the meaning given by sections 129(1) and (3) of the Act;

*Comcast Board* means, from time to time, the board of directors of Comcast Corporation;

*Companies Act* means the Companies Act 2006;

*CPIH* means the annual consumer prices index rate, including a measure of owner occupiers' housing costs, as published by the Office for National Statistics (or any successor body);

*Dispute* has the meaning given in clause 5.2;

*Editorial Independence Undertakings* has the meaning given to it in section 5.1 of Schedule 1;

*Effective Date* means the date on which the offer by Comcast for the entire issued and to be issued share capital of Sky, to be made following Comcast's announcement of its firm intention to make an offer on 25 April 2018, becomes or is declared unconditional in all respects;

*Eighth Year Amount* has the meaning given to it in section 4.1(b)(iii) of Schedule 1;

*Eleventh Year Amount* has the meaning given to it in section 4.1(b)(vi) of Schedule 1;

*Expenditure Period* has the meaning given to it in section 4.1(c) of Schedule 1;

*Final Year Amount* has the meaning given to it in the POU Announcement;

*Group of Interconnected Bodies Corporate* has the meaning given in section 129(2) of the Act; references to a Group of Interconnected Bodies Corporate shall be to the Group of Interconnected Bodies Corporate as constituted from time to time;

*Head of Sky News* means the individual responsible for setting editorial strategy and direction for the Sky-Branded News Service's digital, television and radio output, including the appointment and dismissal of senior Sky-Branded News Service employees (including presenters);

*Indirect Costs Cap* means in respect of an Expenditure Period (and including any related Shortfall Period) an amount equal to 30 per cent. of the Applicable Base Expenditure for that Expenditure Period;

*Indemnified Person* has the meaning given to it in section 2.2 of Schedule 1;

*Independence Undertaking Period* has the meaning given in section 1.1 of Schedule 1;

*Independent Chairperson* has the meaning given in section of 1.1(a) Schedule 1;

*Independent Expert Board Members* has the meaning given in section 1.1(b) of Schedule 1;

*Independent Expert Board Member Criteria* means:

- (a) having experience in the UK media sector;
- (b) not having been an employee of Comcast or any member of the same Group of Interconnected Bodies Corporate as Comcast within the last five years;
- (c) not having, and not having had within the last three years of the date of their first appointment to the Sky News Board, a material business relationship with Comcast either directly, or as a partner, shareholder, director or senior employee of a body that has such a relationship;
- (d) not having received and not receiving remuneration from Comcast (other than a fee paid by Comcast for their service as a member of the Sky News Board), not participating in Comcast's share option or performance-related pay scheme, and not being a member of Comcast's pension scheme;
- (e) not having close family ties with any of Comcast's advisers, directors or senior employees;
- (f) not having significant links with directors of Comcast through involvement in other companies or bodies;
- (g) not representing a significant Comcast shareholder; and
- (h) not having served on the board of Comcast within nine years from the date of their first appointment to the Sky News Board;

***Ninth Year Amount*** has the meaning given to it in section 4.1(b)(iv) of Schedule 1;

***Ofcom*** means the Office of Communications as established by the Office of Communications Act 2002, or where relevant, the Director General of Telecommunications as appointed under section 1 of the Telecommunications Act 1984;

***Ofcom's Broadcasting Code*** means the Broadcasting Code published by Ofcom from time to time;

***Offer*** has the meaning given in recital (A);

***POU Announcement*** has the meaning given to it in recital (B);

***POU Expiry Date*** means the date on which the Sky News Investment Post-Offer Undertaking expires;

***Relevant Costs*** means:

- (a) the direct costs relating to:
  - (i) headcount: the cost of all permanent staff and freelancers working directly on the provision of a Sky-Branded News Service (including presenters, reporters, producers, editors, cameramen);
  - (ii) coverage/newsgathering: daily newsgathering costs (e.g. travel, accommodation and feeds), large story spend (e.g. referenda, elections), newsgathering contract costs (e.g. The Associated Press) and satellite truck maintenance and operational costs;
  - (iii) production, studio and archive: all production and studio costs (headcount, equipment and storage) and operational spend, news archive costs, and foreign bureau rent and office costs;

- (iv) Sky News International: transponder, marketing and headcount costs for Sky News International;
- (v) digital: headcount costs for digital team and associated contracts;
- (vi) radio: headcount costs for radio journalists and costs of associated radio contracts; and
- (vii) channel management: headcount costs for direct channel management of a Sky-Branded News Service including the Head of a Sky-Branded News Service; and

(b) subject to (c) below, the indirect costs relating to:

- (i) satellite and digital terrestrial television (Freeview) and other capacity: an allocation to a Sky-Branded News Service of: (i) total satellite capacity costs; (ii) total Freeview capacity costs; and (iii) related headcount costs;
- (ii) music licence fees: an allocation to a Sky-Branded News Service of total music licence costs;
- (iii) creative services: headcount costs of the graphics team working for, and an allocation of creative agency and promotional costs to, a Sky-Branded News Service;
- (iv) corporate overhead and functional information technology and human resources: an allocation to a Sky-Branded News Service of: (i) corporate headcount support comprising headcount from Sky's legal, finance, human resources and public affairs departments; and (ii) information technology and human resources support costs (e.g. laptop support); and
- (v) capital expenditure depreciations: capital expenditure depreciation on the capital assets directly employed for the purposes of the provision of a Sky-Branded News Service, comprising news gathering and operational equipment (e.g. camera and SIS trucks),

but, in each case, excluding indirect costs relating to property and facilities shared with other businesses (not being the Sky-Branded News Service) of the Sky Group (including rates and rent for buildings from which a Sky-Branded News Service operates), marketing (including advertising), equipment support and broadcast operations (i.e. the headcount and equipment costs relating to the ingest and playout of audiovisual content);

(c) if and to the extent that indirect costs in any Expenditure Period (including any related Shortfall Period) exceeds the Indirect Costs Cap for that period, the total amount of any indirect costs for that Expenditure Period (including any related Shortfall Period) shall be deemed to be equal to the Indirect Costs Cap.

**RIS** has the meaning given to it in the City Code on Takeovers and Mergers;

**Seventh Year Amount** has the meaning given to it in section 4.1(b)(ii) of Schedule 1;

**Shortfall** has the meaning given to it in section 4.1(c) of Schedule 1;

**Shortfall Period** has the meaning given to it in section 4.1(c) of Schedule 1;

**Sixth Year Amount** has the meaning given to it in section 4.1(b)(i) of Schedule 1;

**Sky Board** means, from time to time, the board of directors of Sky Plc;

**Sky-Branded News Service** means a 24 hour news and current affairs service comprising television news channels (and which may also include related digital and radio services) that is distributed to an audience in the United Kingdom (although it may also be received internationally) that:

- (a) is made available under a brand which incorporates the word “Sky” (and may include the brands “Sky News” and “Sky News HD”); and
- (b) may be made available on a free to air or a charged (including a subscription) basis; but
- (c) does not include Sky Sports News;

**Sky Group** means Sky and its Subsidiaries and Subsidiary Undertakings (unless otherwise stated);

**Sky News Board** means the editorial board for the Sky-Branded News Service to be established by Sky UK Limited (or alternatively, any other member of the Sky Group which holds the relevant licence(s) for the Sky-Branded News Service) pursuant to the post-offer undertaking given by Comcast and Sky as set out in section 4 of Part A of the POU Announcement;

**Sky News Board Approvals** has the meaning given in section 1.3(a) of Schedule 1;

**Sky News Editorial Guidelines** has the meaning given in section 3.1 of Schedule 1;

**Sky News Expenditure** means the total expenditure by members of the Sky Group (excluding any expenditure between such members) on Relevant Costs incurred on a basis which is consistent with Sky’s previous accounting policies and methodology for the purposes of carrying on a Sky-Branded News Service;

**Sky News International** means a version or versions of a Sky-Branded News Service distributed to an audience outside of the UK;

**Sky News Investment Continuation Date** has the meaning given to it in section 4.1(a) of Schedule 1;

**Sky News Investment Continuation Period** has the meaning given to it in section 5.2 of Schedule 1;

**Sky News Investment Post-Offer Undertaking** has the meaning given to it in the POU Announcement;

**Sky News Investment Undertaking** has the meaning given in section 4.1 of Schedule 1;

**Sky Sports News** means a news service with a majority of its content focussed on sports related news;

**Sky UK Limited** means a company incorporated in England and Wales with registered number 02906991;

**Subsidiary** has the meaning given in Section 1159 of the Companies Act;

**Subsidiary Undertaking** has the meaning given in Section 1161 of the Companies Act; and

**Tenth Year Amount** has the meaning given to it in section 4.1(b)(v) of Schedule 1;

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

**Undertakings** has the meaning given in clause 1.1.

2. In this Deed Poll, unless the context otherwise requires:

- (a) a reference to an enactment or statutory provision shall include a reference to any subordinate legislation made under the relevant enactment or statutory provision and is a reference to that enactment, statutory provision or subordinate legislation as from time to time amended, consolidated, modified, re-enacted or replaced;
- (b) references to a recital, paragraph, clause or Schedule (other than a schedule to a statutory provision) shall refer to those of this Deed Poll unless stated otherwise;
- (c) headings do not affect the interpretation of this Deed Poll, the singular shall include the plural and *vice versa*, and references to one gender include all genders;
- (d) any reference to a **day** shall mean a period of 24 hours running from midnight to midnight;
- (e) references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction;
- (f) any phrase introduced by the terms ***including, include, in particular*** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (g) a reference to any other document referred to in this Deed Poll is a reference to that other document as amended, varied or supplemented at any time; and
- (h) references to this Deed Poll include this Deed Poll as amended or supplemented in accordance with its terms.

**IN WITNESS WHEREOF** each of the Parties has duly executed this Deed Poll to take effect on the date stated at the beginning of it.

**EXECUTED** as a **DEED** and ) Authorised signatory:  
**DELIVERED** on behalf of **COMCAST** )  
**CORPORATION**, a corporation incorporated ) .....  
under the laws of the Commonwealth of )  
Pennsylvania, being a person or persons who, ) Name:  
in accordance with the laws of that ) Title:  
Commonwealth, are acting under the )  
authority of the company )

**EXECUTED** and **DELIVERED** ) Signature: .....  
as a **DEED** by **SKY PLC** acting by a )  
director in the presence of: ) Name: .....

Witness ) Signature: .....  
)  
) Name: .....  
)  
) Address: .....

\*\*\*\*\*

**Enquiries:**

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Comcast has retained Davis Polk & Wardwell LLP and Freshfields Bruckhaus Deringer LLP as legal advisors in connection with the matters described in this announcement.

**Website publication**

A copy of this announcement will be made available, subject to certain restrictions relating to persons resident in restricted jurisdictions, on Comcast's website at [www.cmcsa.com/proposal-for-sky](http://www.cmcsa.com/proposal-for-sky) and on Sky's website at [www.skygroup.sky/corporate/investors/offers-for-sky](http://www.skygroup.sky/corporate/investors/offers-for-sky) in accordance with Rule 26 of the Code by no later than 12 noon (London time) on 9 May 2018.

Neither the content of the websites referred to in this announcement nor the contents of any website or any party referred to this announcement nor any website accessible from hyperlinks on any such website are incorporated into or form part of this announcement.

**Important information**

Robey Warshaw LLP ("**Robey Warshaw**"), which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting exclusively as financial adviser to Comcast and no one else in connection with the matters referred to in this announcement, and Robey Warshaw will not be responsible to anyone other than Comcast for providing the protections afforded to clients of

Robey Warshaw or for providing advice in relation to the matters referred to in this announcement, the contents of this announcement or any other matter referred to herein.

Evercore Partners International LLP (“**Evercore**”), which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting as financial adviser exclusively for Comcast and no one else in connection with the matters referred to in this announcement and will not regard any other person as its client in relation to the matters referred to in this announcement and will not be responsible to anyone other than Comcast for providing the protections afforded to clients of Evercore Partners International LLP, nor for providing advice in relation to the matters referred to in this announcement.

Merrill Lynch International (“**BofA Merrill Lynch**”), a subsidiary of Bank of America Corporation, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom. BofA Merrill Lynch is acting exclusively as financial adviser for Comcast and will not be responsible to anyone other than Comcast for providing the protections afforded to its clients or for providing advice in relation to the matters set out in this announcement.

Wells Fargo Securities, LLC (“**Wells Fargo**”), a subsidiary of Wells Fargo & Company, which is authorised by the Securities and Exchange Commission (SEC) and regulated by the Financial Industry Regulatory Authority and the SEC in the United States, is acting exclusively as co-financial adviser for Comcast and will not be responsible to anyone other than Comcast for providing the protections afforded to its clients or for providing advice in relation to the matters set out in this announcement.

This announcement is not intended to and does not constitute an offer to buy or the solicitation of an offer to subscribe for or sell or an invitation to purchase or subscribe for any securities or the solicitation of any vote in any jurisdiction. The release, publication or distribution of this announcement in whole or in part, directly or indirectly, in, into or from certain jurisdictions may be restricted by law and therefore persons in such jurisdictions should inform themselves about and observe such restrictions.

### **Important information for U.S. shareholders**

Sky is a public limited company incorporated in England. If an offer is made for Sky, it would be made in the United States in compliance with the applicable U.S. tender offer rules under the U.S. Securities Exchange Act of 1934, as amended (the “**U.S. Exchange Act**”), including Regulation 14E thereunder, and otherwise in accordance with the requirements of English law. Accordingly, any offer will be subject to disclosure and other procedural requirements, including with respect to withdrawal rights, the offer timetable, settlement procedures and timing of payments that are different from those applicable under U.S. domestic tender offer law and practice. Sky’s financial information, including any included in any offer documentation, will not have been prepared in accordance with U.S. GAAP, or derived therefrom, and may therefore differ from, and not be comparable with, financial information of U.S. companies.

Comcast and its affiliates or brokers (acting as agents for Comcast or its affiliates, as applicable) may from time to time, and other than pursuant to any offer for Sky that is commenced, directly or indirectly, purchase, or arrange to purchase outside the United States, shares in Sky or any securities that are convertible into, exchangeable for or exercisable for such shares before or during the period in which any offer remains open for acceptance, to the extent permitted by, and in compliance with, Rule 14e-5 under the U.S. Exchange Act and in compliance with the Code. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Information about any such purchases or arrangements to purchase that is made public in accordance



with English law and practice will be available to all investors (including in the United States) via the Regulatory News Service on [www.londonstockexchange.com](http://www.londonstockexchange.com).

If any offer for Sky is consummated, the transaction may have consequences under U.S. federal income tax laws and applicable U.S. state and local, as well as foreign and other, tax laws. Each shareholder is urged to consult his or her independent professional adviser regarding the tax consequences of any offer.

### **Disclosure requirements of the Code**

Under Rule 8.3(a) of the Code, any person who is interested in 1% or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 pm (London time) on the 10<sup>th</sup> business day following the commencement of the offer period and, if appropriate, by no later than 3.30 pm (London time) on the 10<sup>th</sup> business day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in 1% or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror, save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 pm (London time) on the business day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Takeover Panel's website at [www.thetakeoverpanel.org.uk](http://www.thetakeoverpanel.org.uk), including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0) 20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

### **Forward looking statements**

This announcement (including information incorporated by reference in this announcement), oral statements made regarding the Superior Cash Proposal, and other information published by Comcast contain statements which are, or may be deemed to be, “forward-looking statements”. Forward-looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and projections of the management of Comcast about future events, and are therefore subject to risks and uncertainties which could cause actual results to differ materially from the future results expressed or implied by the forward-looking statements. The forward-looking statements contained in this announcement include statements relating to the expected effects of the Superior Cash Proposal on Comcast and Sky, the expected timing and scope of the Superior Cash Proposal and other statements other than historical facts. Often, but not always, forward-looking statements can be identified by the use of forward-looking words such as “plans”, “expects” or “does not expect”, “is expected”, “is subject to”, “budget”, “scheduled”, “estimates”, “forecasts”, “intends”, “anticipates” or “does not anticipate”, or “believes”, or variations of such words and phrases or statements that certain actions, events or results “may”, “could”, “should”, “would”, “might” or “will” be taken, occur or be achieved. Although Comcast believes that the expectations reflected in such forward-looking statements are reasonable, Comcast can give no assurance that such expectations will prove to be correct. By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future. There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by such forward-looking statements. Such forward-looking statements should therefore be construed in the light of such factors. Neither Comcast nor any of its associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this announcement will actually occur. You are cautioned not to place undue reliance on these forward-looking statements. Other than in accordance with their legal or regulatory obligations, Comcast is under no obligation, and Comcast expressly disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

No statement in this announcement is intended as a profit forecast or profit estimate.

#### **About Comcast**

Comcast Corporation is a global media and technology company with two primary businesses, Comcast Cable and NBCUniversal. Comcast Cable is one of the United States’ largest video, high-speed internet, and phone providers to residential customers under the XFINITY brand, and also provides these services to businesses. It also provides wireless and security and automation services to residential customers under the XFINITY brand. NBCUniversal operates news, entertainment and sports cable networks, the NBCUniversal and Telemundo broadcast networks, television production operations, television station groups, Universal Pictures and Universal Parks and Resorts. Visit [www.comcastcorporation.com](http://www.comcastcorporation.com) for more information.