
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): October 22, 2019

Liberty Global plc

(Exact Name of Registrant as Specified in Charter)

England and Wales
(State or other jurisdiction
of incorporation)

001-35961
(Commission File Number)

98-1112770
(IRS Employer
Identification #)

**Griffin House, 161 Hammersmith Rd, London, United Kingdom
W6 8BS**

(Address of Principal Executive Office)

+44.208.483.6449 or 303.220.6600
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A ordinary shares	LBTYA	Nasdaq Global Select Market
Class B ordinary shares	LBTYB	Nasdaq Global Select Market
Class C ordinary shares	LBTYK	Nasdaq Global Select Market

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement

On October 22, 2019, Liberty Global plc (“we” or the “Company”), as guarantor, together with our wholly-owned subsidiary Liberty Global CE Holding BV (“Liberty CE”), as seller, and Sunrise Communications Group AG (“Sunrise”) entered into an amendment (the “Amendment”) to the Share Purchase Agreement among the same parties, dated as of February 27, 2019 (the “SPA”). The SPA, which was described in our Current Report on Form 8-K filed on March 1, 2019, relates to the sale to Sunrise of our operations in Switzerland.

Sunrise EGM

Pursuant to the SPA, Sunrise was required to convene an extraordinary general meeting of its shareholders (the “EGM”) to vote on a capital increase to secure funding for a portion of the consideration payable in the sale. The EGM was required to be held no later than 30 calendar days after receipt of specified regulatory clearance for the sale. Following that clearance, Sunrise scheduled the EGM for October 23, 2019. Prior to the EGM, Sunrise reviewed the vote tally with us. Freenet, a 24.5% Sunrise shareholder, indicated its intent to vote against the capital increase. Although a majority of votes from other shareholders appeared to be in favor of the capital increase as of that time taking into account the total number of votes expected, without Freenet’s vote, the capital increase was expected to not be approved. Accordingly, Sunrise requested consent from us under the SPA terms to cancel the EGM and we agreed, subject to certain amendments.

Requirement to Convene an EGM; Additional Termination Rights

The Amendment provides that Sunrise is obligated to convene a new EGM at our written request. The SPA also includes certain termination provisions, which remain in effect. In addition, the amended SPA provides Liberty CE the right to terminate the SPA at any time, except if we have requested Sunrise to convene a new EGM. The amended SPA also entitles Sunrise to terminate the SPA at any time after November 11, 2019, except if Liberty CE has requested Sunrise to convene a new EGM.

Termination Fee

The SPA obligates Sunrise to pay Liberty CE a termination fee of CHF 50 million (\$50.7 million at the October 22, 2019 exchange rate) upon termination of the SPA for certain events. Under the amended SPA, these events are preserved, and it is agreed that this termination fee is payable by Sunrise if Liberty CE or Sunrise exercise their additional termination rights described in the preceding paragraph.

Other Amendments

The Amendment also made a clarifying change to the confidentiality provision of the SPA.

The summary of the Amendment in this Current Report on Form 8-K does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, which is included as Exhibit 2.1 and incorporated herein by reference. The SPA was previously filed as Exhibit 2.1 to a Current Report on Form 8-K filed by Liberty Global on March 3, 2019.

Item 1.02 Termination of Material Definitive Agreement

In light of the cancellation of the EGM, pursuant to the Amendment, the parties also terminated the Conditional Rights Purchase Agreement (“CRPA”) that the parties entered into on October 14, 2019, except that the waiver of the SPA’s standstill provision contained in the CRPA will continue to be effective.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

Exhibit No.	Name
2.1	<u>Amendment No. 3 to Share Purchase Agreement, dated October 22, 2019, by and between Liberty Global CE Holding BV, Liberty Global plc and Sunrise Communications Group AG.</u>
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

LIBERTY GLOBAL PLC

By: /s/ RANDY L. LAZZELL

Randy L. Lazzell

Vice President

Date: October 25, 2019

Amendment no. 3 to Share Purchase Agreement

dated October 22, 2019, 2 a.m. Swiss time

by and between

Liberty Global CE Holding BV

Boeingavenue 53, NL-1119PE Schiphol Rijk
The Netherlands

(hereinafter the **Seller**)

and

Liberty Global plc

Griffin House, 161 Hammersmith Road, London W6
8BS United Kingdom

(hereinafter the **Guarantor**)

and

Sunrise Communications Group AG

Thurgauerstrasse 101B, 8152 Glattpark (Opfikon)
Switzerland

(hereinafter the **Buyer**)

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

Whereas

- A. On February 27, 2019, the Parties entered into a Share Purchase Agreement regarding the sale and purchase of all Shares of Liberty Global Europe Financing BV (as amended on July 25, and September 29, 2019, the **SPA**).
- B. On October 14, 2019, the Guarantor and the Buyer entered into a Conditional Rights Purchase Agreement (the **CRPA**).
- C. Under Section 5.7.3(a)(i) of the SPA, the Buyer is required to hold an EGM to vote on the Capital Increase (all as defined in the SPA) no later than 30 calendar days after receipt of the Required Clearances, which themselves had been announced on September 26, 2019. Such EGM is scheduled to be held on October 23, 2019.
- D. Section 3.3(b)(iii) of the SPA provides that each of the Buyer and the Seller have the right to terminate the SPA if the EGM does not approve the Capital Increase.
- E. In the light of the fact that, according to the Buyer, it is all but certain a majority of shareholders of the Buyer will vote against the Capital Increase at the EGM, the Parties wish to amend the SPA in accordance with this agreement (the **Amendment no. 3**).

Now, therefore the Parties hereto agree as follows:

1. Definitions

Unless otherwise defined in this Amendment no. 3, capitalized terms used herein shall have the meanings ascribed to them in the SPA.

2. Amendments to the SPA

- (a) The Seller hereby consents to the cancellation of the EGM scheduled for October 23, 2019.
- (b) A new Section 3.3(b^{bis}) shall be inserted into the SPA as follows:
"The Seller shall have the right to terminate this Agreement at any time with immediate effect by giving written notice to the Buyer, except where the Seller has given notice to the Buyer to convene the EGM pursuant to clause 5.7.3(a)(i)."
- (c) A new Section 3.3(b^{ter}) shall be inserted into the SPA as follows:
"The Buyer shall have the right to terminate this Agreement at any time with immediate effect by giving written notice to the Seller after November 11, 2019, except where the Seller has given notice to the Buyer to convene the EGM pursuant to clause 5.7.3(a)(i)."

- (d) The first sentence of Section 3.3(h) of the SPA shall be replaced in its entirety by the following sentence:
"Subject to Section 3.3(i) below, the Buyer shall pay to the Seller a contractual penalty (*Konventionalstrafe*) of CHF 50 (fifty) million (the "**Break Fee**") if this Agreement is terminated by the Seller or, where permissible, by the Buyer, in accordance with Section 3.3(b), Section 3.3(b^{bis}), Section 3.3(b^{ter}) or Section 3.3(e)."
- (e) Section 5.7.3(a)(i) of the SPA shall be replaced in its entirety by the following clause:
"convene an extraordinary general meeting of its shareholders (the "**EGM**") to be held no later than 30 calendar days after receipt of a written request of the Seller to convene the EGM; and"
- (f) The Parties acknowledge and agree that if an EGM convened in accordance with Section 5.7.3(a)(i) of the SPA (as amended above) does not approve the Capital Increase, Section 3.3(b)(iii) of the SPA will apply and a Break Fee will become payable in case of a termination of the SPA.
- (g) Subclause (ii) of Section 10.8(a) of the SPA shall be replaced in its entirety by the following clause:

"... (ii) in relation to the Target Group, its business and affairs, *provided that* subclause (ii) shall only apply to the Buyer and the Buyer's Affiliates."
- (h) All other provisions of the SPA shall remain unchanged.

3. Termination of CRPA

The Parties hereby terminate the CRPA with immediate effect, except that the waiver of the standstill provision set forth in Section 8.3 of the SPA shall continue to be effective among the Parties.

4. General Provisions, Applicable Law and Dispute Resolution

- (a) Section 10 of the SPA shall apply to this Amendment no. 3 *mutatis mutandis*.
- (b) Section 11 of the SPA shall apply to this Amendment no. 3.

[next page is signature page]

In witness whereof, the Parties have executed this Amendment no. 3 on the date first above written.

The Seller

Liberty Global CE Holding BV

Authorized Signatory

Name:

Title:

The Guarantor

Liberty Global plc

Authorized Signatory

Name:

Title:

The Buyer

Sunrise Communications Group AG

Authorized Signatory

Name:

Title:

Authorized Signatory

Name:

Title: