



Registration of a Charge

Company name: **LIBERTY GLOBAL CAPITAL LIMITED**

Company number: **12000436**



X90XRV41

Received for Electronic Filing: **16/03/2020**

Details of Charge

Date of creation: **05/03/2020**

Charge code: **1200 0436 0001**

Persons entitled: **BANK MENDES GANS N.V.**

Brief description:

Contains floating charge(s) .

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **HOEY LEE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12000436

Charge code: 1200 0436 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th March 2020 and created by LIBERTY GLOBAL CAPITAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th March 2020 .

Given at Companies House, Cardiff on 17th March 2020

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DEED OF PLEDGE AND POWER OF ATTORNEY

Between

LIBERTY GLOBAL EUROPE 2 LIMITED
as the Principal Customer

and

each Customer listed in Schedule 1

and

BANK MENDES GANS N.V.
as the Bank

THIS AGREEMENT (this "Agreement") is delivered and executed by way of deed on March 5, 2020 (the "Effective Date").

BETWEEN:

- (1) **LIBERTY GLOBAL EUROPE 2 LIMITED**, a company incorporated under the laws of England and Wales, with registered number 08380130 and its registered office at Griffin House, 161 Hammersmith Road, London, W6 8BS, the United Kingdom (the "Principal Customer");
- (2) Each entity listed in Schedule 1 (each a "Customer"); and
- (3) **BANK MENDES GANS N.V.**, a company limited by shares incorporated under the laws of the Netherlands, with its registered office and place of business at Herengracht 619, 1017 CE Amsterdam, the Netherlands (the "Bank").

BACKGROUND

- (A) In connection with cash pooling arrangements pursuant to the Cash Pool Agreement (as defined below) between the Principal Customer, each Customer and the Bank, the parties have agreed to enter into this Agreement on the terms set out herein.
- (D) It is intended that this Agreement takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS

- (a) In this Agreement:

"Account" means each bank account opened by, and held in the name of, a Customer with the Bank;

"Cash Pool Agreement" means the cash pool agreement originally dated 30 March 2016 between each Customer and the Bank as amended and restated on or about the date hereof and as may be further amended and or restated from time to time;

"Receivables" means all present and future rights and claims for payment of money which any Customer has, or will acquire, from time to time, on or against the Bank, under or in connection with an Account or the Cash Pool Agreement; and

"Secured Obligations" means all present and future obligations (including but not limited to payment obligations) at any time, and from time to time, due or incurred by any Customer to the Bank, under or in connection with the Cash Pool Agreement or any Account.

- (b) Capitalised terms not otherwise defined in this Agreement have the meaning given to them in the Cash Pool Agreement.

2. PLEDGE

- (a) As security for the payment of the Secured Obligations of all Customers, each Customer hereby pledges its Receivables to the Bank, which pledge is hereby accepted by the Bank. The rights of pledge pursuant to this clause are created as a disclosed first ranking right of pledge by this Agreement, and the notices thereof to the Bank, pursuant to this clause.

- (b) This Agreement constitutes the notices of pledge to the Bank (as obligor of the Receivables), and by executing this Agreement, the Bank confirms to have received these notices of pledge.

2.2 Collection of Receivables

Notwithstanding the pledges of the Receivables being created by notification to the Bank, each Customer is hereby authorised to collect and utilise its Receivables, and for such purpose, to give payment instructions to the Bank. Upon the occurrence of a Customer Termination Event, the Bank may terminate the authority of each Customer referred to in this Clause 2.2.

2.3 Enforcement

- (a) Upon and after the occurrence of a Customer Termination Event, the Bank will be entitled (but not obliged) at the expense of the Customers (i) to enforce its rights of pledge over the Receivables, (ii) to collect the Receivables, and (iii) to convert the currency of any Receivable into the Base Currency, or such other currency, as the Bank will deem fit.
- (b) The Bank will apply the net proceeds of the Receivables received by it, after payment of the costs of enforcement, in or towards payment of the Secured Obligations, in such manner and order as the Bank will determine.

3. POWER OF ATTORNEY

- (a) The Principal Customer is hereby unconditionally appointed by each other Customer as such Customers' sole duly authorised attorney, and consequently authorised and directed by each other Customer to act as attorney on behalf of such Customer towards the Bank, for the purposes of, and performance under, this Agreement and the Cash Pool Agreement:
 - (i) to enter into, sign, execute, deliver, acknowledge, receive, and accept such further agreements, notices, receipts, certificates and other documents, and to do and perform such legal acts required in respect of any Account or the Cash Pool Agreement;
 - (ii) to amend or terminate this Agreement (and acknowledge any release by the Bank of the pledge granted hereunder) or the Cash Pool Agreement, agree upon new parties acceding to or resigning from this Agreement or the Cash Pool Agreement and sign all connected documents (including Accession Agreements and Resignation Letters);
 - (iii) to appoint Cash Pool Coordinators for the purposes of the operations under the Cash Pool Agreement; and
 - (iv) to do and perform any other (legal) acts in respect of any Account as the Principal Customer will deem necessary or appropriate in its absolute discretion.
- (b) The Principal Customer hereby accepts such appointment, authorizations, and directions.
- (c) The authorisations and powers of attorney pursuant to this clause may not be revoked unless the Bank has given its written consent thereto.

4. FURTHER ASSURANCES

Each of the parties hereto covenants and agrees to execute such documents and to do all such further acts and things as may be necessary or desirable to give full effect and force to the provisions of this Agreement and the matters contemplated herein.

5. AMENDMENTS

Any provision of this Agreement may be waived, amended or modified only by an instrument in writing duly executed by the party against whom enforcement is or will be sought.

6. NOTICES

The notice provisions of the Cash Pool Agreement shall apply to any notices required to be sent under this Agreement.

7. ENFORCEABILITY

The unenforceability or invalidity of any provision or provisions of this Agreement does not render any other provision or provisions of this Agreement unenforceable or invalid, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible, which provision shall be legal, valid and enforceable.

8. COUNTERPARTS

This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

9. GOVERNING LAW & JURISDICTION

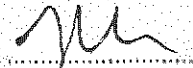
- (a) This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed and construed in accordance with the laws of The Netherlands.
- (b) The courts of Amsterdam in the first instance have jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement).

THIS AGREEMENT has been executed and delivered as a deed on the date first written above and shall be deemed to have taken effect on the Effective Date.

SIGNATORIES

THE PRINCIPAL CUSTOMER

EXECUTED and DELIVERED as a DEED
by LIBERTY GLOBAL EUROPE 2 LIMITED



Director

in the presence of:



Witness Signature

Witness Name: EMMA KEATING

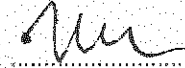
Address: GRIFFIN HOUSE, HAMMERSMITH RD, UK

Occupation: SENIOR LEGAL COUNSEL

THE CUSTOMERS

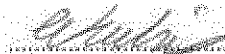
EXECUTED and DELIVERED as a DEED
by CATALYST NEWCO 1 LIMITED

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Director

in the presence of:



Witness Signature

Witness Name: EMMA KEATING

Address: GRIFFIN HOUSE, HAMMERSMITH RD, LONDON, UK

Occupation: SENIOR LEGAL COUNSEL

THE CUSTOMERS

EXECUTED and **DELIVERED** as a **DEED**
by **CATALYST NEWCO 2 LIMITED**

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Director

In the presence of:

Witness Signature



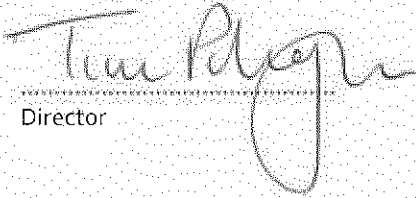
Witness Name: *SUE FRANCIS*

Address: *GRIFFIN HOUSE, 161 MATTHEWSON ROAD, LONDON W6 8BS*

Occupation: *EXECUTIVE ASSISTANT*

THE CUSTOMERS

EXECUTED and DELIVERED as a DEED
by CATALYST NEWCO 3 LIMITED


Director

in the presence of:

Witness Signature


Witness Name: SUE FRANCIS

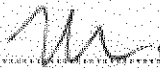
Address: GRIFFIN HOUSE, 161 MARLBOROUGH RD, LONDON W6-1BS

Occupation: EXECUTIVE ASSISTANT

THE CUSTOMERS

EXECUTED and **DELIVERED** as a **DEED**
by GLOBAL HANDSET FINCO LIMITED

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Director

in the presence of:



Witness Signature

Witness Name: EMMA KEATING

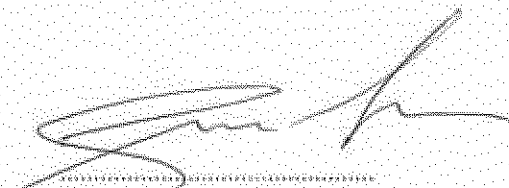
Address: GRIFFIN HOUSE, HAMMERSMITH RD, LONDON, UK

Occupation: SENIOR LEGAL COUNSEL

THE CUSTOMERS

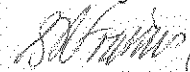
EXECUTED and DELIVERED as a DEED
by LGCI HOLDINGS LIMITED

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Director

in the presence of:

Witness Signature


Witness Name: SUE FRANKS

Address: GREEN HOUSE, 161 MANMARSHAM ROAD, LONDON W6 8BS

Occupation: EXECUTIVE ASSISTANT

THE CUSTOMERS

EXECUTED and **DELIVERED** as a **DEED**
by LIBERTY GLOBAL BROADBAND I LIMITED

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Director

in the presence of:


Witness Signature

Witness Name: EMMA KEATING

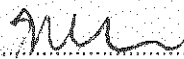
Address: GRIFFIN HOUSE, HAMMERSMITH RD, LONDON, UK

Occupation: SENIOR LEGAL COUNSEL

THE CUSTOMERS

EXECUTED and DELIVERED as a DEED
by LIBERTY GLOBAL CAPITAL LIMITED

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Director

in the presence of:



Witness Signature

Witness Name: EMMA KEATING

Address: GRIFFIN HOUSE, HAMMERSMITH RD, LONDON, UNITED KINGDOM

Occupation: SENIOR LEGAL COUNSEL

THE CUSTOMERS

EXECUTED and **DELIVERED** as a **DEED**
by **LIBERTY GLOBAL EUROPE 3 LIMITED**



Director

in the presence of:



Witness Signature

Witness Name: *EMMA KEATING*

Address: *GRIFFIN HOUSE, HAMMERSMITH RD, LONDON, UNITED KINGDOM*

Occupation: *SENIOR LEGAL COUNSEL*

THE CUSTOMERS

EXECUTED and DELIVERED as a DEED
by LIBERTY GLOBAL EUROPE LIMITED

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Director

in the presence of:



Witness Signature

Witness Name: EMMA KEATING

Address: GRIFFIN HOUSE, HAMMERSMITH RD, LONDON, UK

Occupation: SENIOR LEGAL COUNSEL

THE CUSTOMERS

EXECUTED and DELIVERED as a DEED
by LIBERTY GLOBAL INCORPORATED LIMITED



Director

in the presence of:



Witness Signature

Witness Name: EMMA KEATING

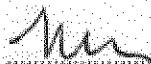
Address: GRIFFIN HOUSE, HAMMERSMITH RD, LONDON, UK

Occupation: SENIOR LEGAL COUNSEL

THE CUSTOMERS

EXECUTED and DELIVERED as a DEED
by LIBERTY GLOBAL VENTURES GROUP
LIMITED

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Director

in the presence of:



Witness Signature

Witness Name: EMMA ROATING

Address: GRIFFIN HOUSE, HAMMERSMITH RD, LONDON, UK

Occupation: SENIOR LEGAL COUNSEL

THE CUSTOMERS

EXECUTED and DELIVERED as a DEED
by LIBERTY PROPERTY CO I LIMITED

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Director

in the presence of:



Witness Signature

Witness Name: EMMA KEATING

Address: GRIFFIN HOUSE, HAMMERSMITH RD, LONDON, UK

Occupation: SENIOR LEGAL COUNSEL

THE CUSTOMERS

EXECUTED and **DELIVERED** as a **DEED**
by LIBERTY PROPERTY CO II LIMITED

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Director

in the presence of:


Witness Signature

Witness Name: *EMMA KEATING*

Address: *GRIFFIN HOUSE, HAMMERSMITH RD, LONDON, UK*

Occupation: *SENIOR LEGAL COUNSEL*

THE CUSTOMERS

EXECUTED and DELIVERED as a DEED
by LIBERTY PROPERTY HOLDCO III LIMITED



Director

in the presence of:



Witness Signature

Witness Name: EMMA KEATING

Address: GRIFFIN HOUSE, HAMMERSMITH RD, LONDON, UK

Occupation: SENIOR LEGAL COUNSEL

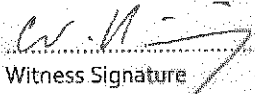
THE CUSTOMERS

EXECUTED and DELIVERED as a DEED
by MXLG ACQUISITIONS LIMITED

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Director

in the presence of:


Witness Signature

Witness Name: A. W. HAINING

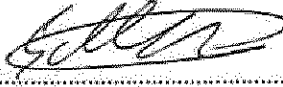
Address: 25 VICTORIA ST, LONDON, SW1H 0EX

Occupation: FINANCE PROFESSIONAL

THE CUSTOMERS

EXECUTED and DELIVERED as a DEED
by MXLG INTERMEDIATE HOLDINGS LIMITED

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Director

In the presence of:



Witness Signature

Witness Name: A.W. HAINING

Address: 25 VICTORIA ST LONDON SW1A 0EX

Occupation: FINANCE PROFESSIONAL

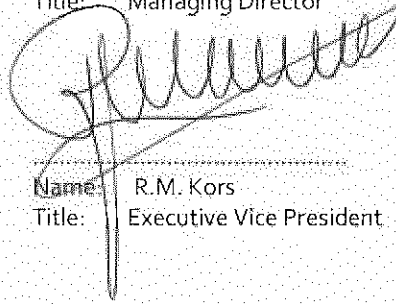
THE BANK

EXECUTED and DELIVERED as a DEED
by **BANK MENDES GANS N.V.**



Name: H.J.J.M. Sanders

Title: Managing Director



Name: R.M. Kors

Title: Executive Vice President

SCHEDULE 1

THE CUSTOMERS

Company Name	Jurisdiction	Company number
LIBERTY GLOBAL EUROPE 2 LIMITED	England	08380130
CATALYST NEWCO 1 LIMITED	England	11635564
CATALYST NEWCO 2 LIMITED	England	11635725
CATALYST NEWCO 3 LIMITED	England	11635870
GLOBAL HANDSET FINCO LIMITED	England	09320962
LGCI HOLDINGS LIMITED	England	09458929
LIBERTY GLOBAL BROADBAND I LIMITED	England	09382062
LIBERTY GLOBAL CAPITAL LIMITED	England	12000436
LIBERTY GLOBAL EUROPE 3 LIMITED	England	12231122
LIBERTY GLOBAL EUROPE LIMITED	England	03422231
LIBERTY GLOBAL INCORPORATED LIMITED	England	08387396
LIBERTY GLOBAL VENTURES GROUP LIMITED	England	09439847
LIBERTY PROPERTY CO I LIMITED	England	10480402
LIBERTY PROPERTY CO II LIMITED	England	10812626
LIBERTY PROPERTY HOLDCO III LIMITED	England	11697243
MXLG ACQUISITIONS LIMITED	England	11065145
MXLG INTERMEDIATE HOLDINGS LIMITED	England	11191061