



Registration of a Charge

Company name: **VMED O2 UK FINANCING I PLC**

Company number: **12800739**



X9EOW8XN

Received for Electronic Filing: **30/09/2020**

Details of Charge

Date of creation: **24/09/2020**

Charge code: **1280 0739 0002**

Persons entitled: **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED (AS TRUSTEE)**

Brief description: **NOT APPLICABLE**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

HANNAH DRAKE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12800739

Charge code: 1280 0739 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th September 2020 and created by VMED O2 UK FINANCING I PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th September 2020 .

Given at Companies House, Cardiff on 1st October 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

24 September 2020

VMED O2 UK FINANCING I PLC
(as Chargor)

and

BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED
(as Trustee)

ESCROW ACCOUNT CHARGE

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
+44.20.7710.1000 (Tel)
www.lw.com

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration in accordance with section 859A of the Companies Act 2006 is a correct copy of the original security instrument.

Signature: Hannah Drake

Name: Hannah Drake

Title: Solicitor

Date: 29 September 2020

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THIS DEED (the “Deed”) is made as a deed on 24 September 2020 between:

- (1) **VMED O2 UK FINANCING I PLC**, a public limited company incorporated under the laws of England & Wales, with registered number 12800739 (the “Chargor”); and
- (2) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**, as trustee under the Indenture referred to below (the “Trustee”),

each a “Party”, and together, the “Parties”.

WHEREAS:

- (A) Pursuant to the indenture (the “**Indenture**”) dated as of 24 September 2020, between among others, the Chargor, BNY Mellon Corporate Trustee Services Limited (the “**Trustee**”) and the Trustee, the Chargor will issue an aggregate principal amount of \$1,350.0 million 4.250% Senior Secured Notes due 2031, €950.0 million 3.250% Senior Secured Notes due 2031 and £600.0 million 4.000% Senior Secured Notes due 2029 (together, the “**Notes**”). The Notes are being offered only to qualified institutional buyers in accordance with (and as defined in) Rule 144A under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), that are also qualified purchasers (within the meaning of Section 2(a)(51) of, and Rules 2a51-1, 2a51-2 and 2a51-3 under, the U.S. Investment Company Act of 1940, as amended and to non-U.S. persons outside the United States under Regulation S of the Securities Act as described in the offering memorandum dated 10 September 2020 (the “**Offering Memorandum**”).
- (B) The proceeds of the Notes will initially be deposited into one or more escrow accounts in accordance with an escrow agreement dated on or about the date hereof (the “**Escrow Agreement**”) between the Chargor, HSBC Bank PLC as the Escrow Agent, the Trustee and the Security Trustee.
- (C) The Chargor enters into this Deed for the purpose of securing the Secured Obligations in favour of the Trustee to hold on trust for the benefit of the Trustee on its own behalf and the holders of the Notes (the “**Noteholders**”).

NOW THEREFORE THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following capitalised words and expressions shall have the following meaning in this Deed:

“**Authorisation**” means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

“**Charged Accounts**” means each of the Escrow Accounts as defined in the Escrow Agreement.

“**Charged Rights**” means all present and future right, title and interest in and to the Charged Accounts (including any replacement or substitute account or accounts from time to time and including, without limitation, the Escrowed Proceeds).

“**Constitutional Documents**” means in respect of any person, memorandum and articles of association, partnership agreement or other document pursuant to which it is incorporated or organised.

“**Default Rate**” means one per cent. per annum.

“Discharge Date” means the release in full of the Escrowed Proceeds in accordance with clause 5.2 (*Disposition of the Escrowed Proceeds*) of the Escrow Agreement.

“Enforcement Event” means the exercise by the Trustee of any acceleration rights under the Indenture.

“Escrow Agent” means HSBC Bank PLC.

“Escrowed Proceeds” has the meaning given to that term in the Escrow Agreement.

“Insolvency Act” means the Insolvency Act 1986.

“Law of Property Act” means the Law of Property Act 1925.

“Legal Opinions” means any legal opinion delivered in connection with this Deed.

“Legal Reservations” means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Acts, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim;
- (c) similar principles, rights and defences under the laws of the jurisdiction of incorporation of the Chargor; and
- (d) any other qualifications and limitations in respect of any applicable law in force as set out in the Legal Opinions.

“Limitation Acts” means the Limitation Act 1980 and the Foreign Limitation Periods Act 1984.

“Material Adverse Effect” means any event or circumstance which has a material adverse effect on the ability of the Chargor to perform its obligations under this Deed.

“Notes Documents” means the Indenture, the Notes, the Escrow Agreement, the Security Assignment, the Purchase Agreement and this Deed, in each case as may be amended, novated, supplemented, extended, restated, replaced or waived from time to time.

“Perfection Requirements” means the making or procuring of the appropriate registrations, filings, endorsements, notarisations, stampings and/or notifications of this Deed and/or the Security created hereunder.

“Permitted Release” means a withdrawal of any part of the Escrowed Proceeds required or permitted pursuant to and in connection with clause 5 (*Deposit and Disposition and Investment of the Escrowed Proceeds*) of the Escrow Agreement.

“Receiver” means an administrator, a receiver and manager or (if the Trustee so specifies in the relevant appointment) receiver in each case appointed under this Deed.

“Secured Obligations” means the full and punctual payment when due and the full and punctual performance of all amounts that may be payable from time to time under the Indenture and the Notes.

“**Secured Parties**” has the meaning ascribed to it in Clause 2 (*Covenant to Pay*).

“**Security**” means all or any of the security created or expressed to be created by or pursuant to this Deed.

“**Security Assignment**” means the security assignment dated on or about the date of this Deed and entered into between the Chargor, the Escrow Agent and the Trustee.

“**Trust Property**” means:

- (a) the Security and all other powers, rights and guarantees (both present and future) granted to the Trustee under or pursuant to the Notes Documents including, without limitation, all representations and warranties, obligations, covenants and other contractual provisions therein given in favour of the Trustee as trustee for the Secured Parties (other than any given solely for its own benefit in its capacity as Trustee);
- (b) all assets of the Chargor from time to time the subject of the Security created under this Deed;
- (c) all monies received or recovered by the Trustee from time to time as trustee for the Secured Parties under, pursuant to or in connection with any Notes Document; and
- (d) all investments, property, money and other assets at any time representing or deriving from any of the foregoing, including all interest, income and other sums at any time received or receivable by the Trustee (or any delegate or sub-delegate of the Trustee) in respect of the same (or any part thereof).

1.2 Construction and Interpretation

In this Deed, unless a contrary intention appears, a reference to:

- (a) an “**agreement**” includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- (b) an “**amendment**” includes any amendment, supplement, variation, novation, modification, replacement or restatement and “**amend**”, “**amending**” and “**amended**” shall be construed accordingly;
- (c) “**assets**” includes present and future properties, revenues and rights of every description;
- (d) “**including**” means including without limitation and “**includes**” and “**included**” shall be construed accordingly;
- (e) “**losses**” includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and “**loss**” shall be construed accordingly;
- (f) a “**person**” includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing;
- (g) a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and

- (h) any “**clause**” or “**schedule**” is a reference to, respectively, a clause of and schedule to this Deed and any reference to this Deed includes its schedules.

1.3 Other References

- (a) In this Deed, unless a contrary intention appears, a reference to:
 - (i) the “**Chargor**”, the “**Trustee**”, the “**Escrow Agent**”, any “**Secured Party**” or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person’s successors in title, permitted assignees and transferees and in the case of the Trustee, any person for the time being appointed as Trustee or Trustees in accordance with the Notes Documents;
 - (ii) the “**Notes Documents**” or any other agreement or instrument is a reference to that relevant Notes Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced (from time to time) and includes any increase in, extension of or change to any monies made available or other obligations under that Notes Documents or other agreement or instrument;
 - (iii) any clause or schedule is a reference to, respectively, a clause of and schedule to this Deed and any reference to this Deed includes its schedules; and
 - (iv) a provision of law is a reference to that provision as amended or re-enacted.
- (b) The index to and the headings in this Deed are inserted for convenience only and are to be ignored in construing this Deed.
- (c) Words importing the plural shall include the singular and vice versa.

1.4 Incorporation by reference

Capitalised terms used in this Deed and not otherwise defined or construed herein shall have the meaning ascribed to such terms in the Escrow Agreement.

1.5 Conflict with Escrow Agreement

In the event of any conflict or inconsistency between the terms of this Deed and the terms of the Escrow Agreement, the terms of the Escrow Agreement shall prevail.

1.6 Third party rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no rights or benefits expressly or impliedly conferred by this Deed shall be enforceable under that Act against the parties to this Deed by any other person.

1.7 Declaration of trust

- (a) The Trustee hereby accepts its appointment as agent and trustee by the Secured Parties and declares (and the Chargor hereby acknowledges) that the Trust Property is held by the Trustee as a trustee for and on behalf of the Secured Parties on the basis of the duties, obligations and responsibilities set out in the Notes Documents (including, for the avoidance of doubt, applying all payments, recoveries or receipts in respect of the Security received after taking any enforcement action in accordance with the Indenture).

- (b) Section 1 of the Trustee Act 2000 shall not apply to the duties of the Trustee in relation to the trusts created by this Deed or any other Notes Document. In performing its duties, obligations and responsibilities, the Trustee shall be considered to be acting only in a mechanical and administrative capacity or as expressly provided in this Deed and the other Notes Documents.
- (c) In acting as trustee for the Secured Parties under this Deed, the Trustee shall be regarded as acting through its trustee division which shall be treated as a separate entity from any other of its divisions or departments. Any information received by some other division or department of the Trustee may be treated as confidential and shall not be regarded as having been given to the Trustee's trustee division.

2. COVENANT TO PAY

2.1 Covenant to Pay

Subject to Clause 2.2 (*Limited Recourse*), the Chargor, as primary obligor, hereby covenants with and undertakes to the Trustee (acting on behalf of itself and the Noteholders (the "**Secured Parties**")) that it shall duly and punctually pay or discharge the Secured Obligations to the Trustee (on its own behalf and as trustee for the Secured Parties) as they become due, owing or payable by the Chargor in accordance with the terms of the Notes Documents.

2.2 Limited Recourse

- (a) The Trustee acknowledges and agrees that its rights against the Chargor under this Deed are limited to the extent that the Trustee will not take any action or commence any proceedings against the Chargor to recover any amounts due and payable by the Chargor to the Trustee for itself and for and on behalf of the Secured Parties under the Notes Documents other than as expressly permitted or not prohibited under the Notes Documents. The Trustee further agrees that it will not take any action or commence any proceedings or petition a court for the liquidation or winding up of the Chargor, nor initiate or file for or otherwise commence any arrangement, reorganisation or insolvency proceedings in relation to the Chargor, whether under the laws of England and Wales or other applicable bankruptcy laws. For the avoidance of doubt, nothing in this Clause 2.2 shall prevent the Trustee from filing or proving for any claim or voting on any restructuring plan in relation to any such proceedings that have been commenced or initiated in respect of the Chargor by any person other than the Trustee.
- (b) Notwithstanding any provision in this Deed to the contrary, the obligations of the Chargor to the Trustee under this Deed shall be limited to the lesser of (a) the nominal amount of the claim of the Trustee against the Chargor (the "**Claim Amount**") determined in accordance with the terms of the Notes Documents (other than this Clause or any equivalent clause contained in any other Notes Document) (the "**Claim**") and (b) the product of (i) the Net Proceeds (as defined below) divided by the aggregate of the Claim Amount and all of the obligations of the Chargor ranking *pari passu* with the Claim and (ii) the Claim Amount. In this Clause, "**Net Proceeds**" means the net proceeds of realisation of all of the assets of the Chargor, the ordinary share capital and any other ownership interests in the Chargor. If the Net Proceeds are insufficient to satisfy the Claim Amount in full, any outstanding debt in an amount in excess of the Net Proceeds shall be extinguished and the Chargor shall have no obligations to the Trustee under this Deed in respect of the amount of such extinguished debt.
- (c) The Trustee acknowledges and agrees that the obligations of the Chargor under this Deed are solely its corporate obligations, and that the Trustee shall not have any recourse against any of the directors, officers or employees of the Chargor for any

claims, losses, damages, liabilities, indemnities or other obligations whatsoever in connection with any transactions contemplated by this Deed.

3. CREATION OF SECURITY

3.1 Charging Provision

The Chargor, as continuing security for payment of the Secured Obligations, charges in favour of the Trustee (on its own behalf and as trustee for the Secured Parties) with full title guarantee:

- (a) by way of first fixed charge the Charged Rights, including all rights to receive payment of any amounts which may become payable thereunder, all rights to any security in respect of any obligations of the Chargor thereunder and all rights of action in respect of any breach thereof, and all rights to receive damages or obtain other relief in respect thereof; and
- (b) to the extent not effectively charged under paragraph (a) above, by way of first floating charge all the Chargor's right, title, interest and benefit in or under the Charged Rights, including all rights to receive payment of amounts which may become payable thereunder, all rights to any security in respect of any obligations of the Chargor thereunder and all rights of action in respect of any breach thereof, and all rights to receive damages or obtain other relief in respect thereof.

3.2 Notice of Charge

The Chargor shall, on the date of this Deed, deliver to the Escrow Agent a notice in the form set out in Schedule 1 (*Form of Notice*) and the Chargor shall use its reasonable endeavours to obtain acknowledgement of such notice from the Escrow Agent and deliver such acknowledgement to the Trustee. If the Chargor has used its reasonable endeavours but has not been able to obtain acknowledgment, its obligation to obtain acknowledgment of such notice shall cease within five Business Days from the date of this Deed.

4. REPRESENTATIONS AND WARRANTIES

4.1 General

The Chargor makes the following representations and warranties set out in this Clause 4 on the date of this Deed to the Trustee and acknowledges that the Trustee has become a party to this Deed in reliance on these representations and warranties.

4.2 Status

It is a public limited company duly incorporated and validly existing under the laws of England and Wales.

4.3 Binding obligations

Subject to the Legal Reservations:

- (a) the obligations expressed to be assumed by it under this Deed are legal, valid and binding obligations and are enforceable in accordance with the terms hereof; and
- (b) (without limiting the generality of paragraph (a) above), this Deed creates the security which it purports to create and such security is valid, effective and enforceable.

4.4 Non-conflict with other obligations

The execution and delivery by it of this Deed, and its performance of the transactions contemplated thereby, will not violate:

- (a) in any material respect, any law or regulation or official judgment or decree applicable to it;
- (b) in any material respect, its Constitutional Documents; or
- (c) any agreement or instrument binding upon it or any of its assets (including the Escrow Agreement),

save, in each case, where such conflict could not reasonably be expected to cause a Material Adverse Effect.

4.5 Power and authority

- (a) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed.
- (b) No limit on its powers will be exceeded as a result of the grant of security or giving of indemnities contemplated by this Deed.

4.6 Ranking

Subject to Legal Reservations and Perfection Requirements, the Security has or will have the priority it purports to have under this Deed.

4.7 Times when representations made

The Chargor acknowledges and agrees that the representations and warranties made in this Deed shall be deemed to be repeated on each day during the subsistence of this Deed by reference to the facts and circumstances then existing.

5. UNDERTAKINGS

5.1 Information

The Chargor shall promptly supply the Trustee with such information regarding the Charged Accounts as the Trustee may request in writing from time to time.

5.2 No prejudicial conduct

The Chargor shall not do, or, to the extent within its control, permit to be done, anything which could reasonably be expected to prejudice the Security, other than as expressly permitted or not prohibited under the Notes Documents. The Chargor shall promptly notify the Trustee of any circumstances, other than pursuant to the Escrow Agreement or the Notes Documents, which give rise, or may reasonably be expected to give rise, to a claim on or in relation to the Charged Rights.

5.3 No withdrawals

Except for any Permitted Release, the Chargor shall not withdraw or attempt to withdraw all or any part of the monies standing to the credit of the Charged Accounts except with the prior written consent of the Trustee. For the avoidance of doubt, any monies withdrawn from the

Charged Accounts pursuant to a Permitted Release will not form part of the Charged Rights from the time such monies are withdrawn, until equivalent monies (including any depreciation or appreciation) are re-credited to the Charged Accounts.

5.4 Negative pledge

The Chargor shall not, except with the prior written consent of the Trustee (and, for the avoidance of doubt, the Trustee shall be entitled to rely absolutely on directions from the Secured Parties in giving or withholding such consent):

- (a) create or permit to subsist any encumbrance (other than the Security) over the whole or any part of the Charged Rights;
- (b) sell, transfer or otherwise dispose of all or any part of the Charged Rights (whether by way of sale, transfer, assignment, the grant of any security or otherwise) or the right to receive or to be paid proceeds arising from the disposal of the same, or agree or attempt to do so;
- (c) do, or cause to permit to be done, any act or thing which would adversely affect or diminish the value of the Charged Rights in any material way or otherwise materially prejudice the existence or enforceability of the rights of the Trustee under this Deed; or
- (d) attempt to, hold itself out as having any power to, or permit any person to, do any of the above,

in each case, other than as expressly permitted or not prohibited under the Notes Documents.

5.5 Further assurances

The Chargor shall:

- (a) promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) required or as the Trustee may reasonably specify (and in such form as the Trustee may reasonably require in favour of the Trustee or its nominees(s)):
 - (i) to perfect or protect the Security (including its priority) or for the exercise of any rights, powers and remedies of the Trustee, any Receiver or the other Secured Parties provided by or pursuant to this Deed or by law; and/or
 - (ii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security, and
- (b) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of the Security (including its priority) conferred or intended to be conferred on the Secured Parties.

6. TRUSTEE'S POWER TO REMEDY

6.1 Power to Remedy

If the Chargor fails to comply with any obligation set out in this Deed and that failure is not remedied to the satisfaction of the Trustee within 10 Business Days of the Trustee giving notice to the Chargor or the Chargor becoming aware of the failure to comply, it will allow (and irrevocably authorises) the Trustee or any person which the Trustee nominates to take any

action on behalf of the Chargor which is reasonably necessary to ensure that those obligations are complied with.

6.2 Indemnity

The Chargor shall indemnify the Trustee against all losses incurred by the Trustee as a result of a breach by the Chargor of its obligations under this Deed and in connection with the exercise by the Trustee of its rights contained in Clause 6.1 above save for any losses arising as a result of the gross negligence or wilful misconduct of the Trustee. All sums the subject of this indemnity will be payable by the Chargor to the Trustee within 10 Business Days of demand and if not so paid will bear interest at the Default Rate.

7. ENFORCEMENT

7.1 When enforceable

The Security shall be immediately enforceable upon the occurrence of an Enforcement Event.

7.2 Enforcement powers

For the purpose of all rights and powers implied or granted by statute, the Secured Obligations are deemed to have fallen due on the date of this Deed. The power of sale and other powers conferred by section 101 of the Law of Property Act and all other enforcement powers conferred by this Deed shall be immediately exercisable at any time after an Enforcement Event has occurred.

7.3 Statutory powers

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act and the Insolvency Act (as the case may be) shall apply to the Security created under this Deed, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this Deed, those contained in this Deed shall prevail.

7.4 Conversion of floating charge

Without prejudice to any rule of law that may have similar effect, the floating charge constituted by paragraph (b) of Clause 3.1 (*Charging Provision*) shall on the occurrence of any Enforcement Event automatically be converted with immediate effect into a fixed charge as regards the assets subject to such floating charge and without notice from the Trustee to the Chargor.

7.5 Exercise of powers

- (a) After the Security created herein becomes enforceable, the Trustee may exercise all or any powers and remedies that it possesses in accordance with applicable law to enforce any part of such Security.
- (b) All or any of the powers conferred upon mortgagees by the Law of Property Act as varied or extended by this Deed, and all or any of the rights and powers conferred by this Deed on a Receiver (whether expressly or impliedly), may be exercised by the Trustee without further notice to the Chargor at any time after an Enforcement Event, irrespective of whether the Trustee has taken possession or appointed a receiver over the Charged Rights.
- (c) At any time after an Enforcement Event has occurred, the Trustee may and is hereby irrevocably and unconditionally authorised, without further enquiry and without either

giving notice to the Chargor or obtaining any consent, to apply the whole or part of the Security in or towards payment of the Secured Obligations in accordance with the provisions of the Indenture.

7.6 Disapplication of Statutory Restrictions

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act shall not apply to the security constituted by this Deed.

7.7 Appropriation under the Financial Collateral Regulations

- (a) To the extent that any of the Charged Rights constitute “financial collateral” and this Deed and the obligations of the Chargor hereunder constitutes a “security financial collateral arrangement” (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (as amended) (the “Regulations”)), the Trustee shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and may exercise that right to appropriate by giving notice to the Chargor at any time after an Enforcement Event has occurred.
- (b) The parties agree that the value of any such appropriated financial collateral shall be the market value of such financial collateral as determined by way of an independent valuation. The parties agree that the methods of valuation provided for in this paragraph shall constitute commercially reasonable methods of valuation for the purposes of the Regulations.

8. RECEIVERS

8.1 Appointment of Receiver

- (a) Subject to paragraph (d) below, at any time after an Enforcement Event, or if so requested by the Chargor, the Trustee may by writing under hand signed by any officer or manager of the Trustee, appoint any person (or persons) to be a Receiver of all or any part of the Charged Rights.
- (b) Section 109(1) of the Law of Property Act shall not apply to this Deed.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to any floating charge created by this Deed.
- (d) The Trustee shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act.
- (e) The powers of appointment of a Receiver under this Deed shall be in addition to all other statutory and other powers of appointment of the Trustee under the Law of Property Act or otherwise.

8.2 Powers of Receiver

Each Receiver appointed under this Deed shall have (subject to any limitations or restrictions which the Trustee may incorporate in the deed or instrument appointing it) all the powers conferred from time to time on receivers by the Law of Property Act and the Insolvency Act (each of which is deemed incorporated in this Deed), so that the powers set out in schedule 1 to the Insolvency Act shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the Chargor, each Receiver shall have power to:

- (a) redeem any prior security on or relating to the Charged Rights and settle and pass the accounts of the person entitled to that prior security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (b) settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating to any of the Charged Rights;
- (c) do all other lawful acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this Clause 8.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Rights;
- (d) enter into any contract or arrangement and to perform, repudiate, rescind or vary any contract or arrangement to which the Chargor is a party to the extent necessary to dispose of the Charged Rights and to perform its obligations;
- (e) sell, transfer, assign, exchange, hire out, lend or otherwise dispose of, convert into money or realise the Charged Rights either by public offer or auction, tender or private contract to any person on any terms and for a consideration of any nature he thinks fit; and
- (f) bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Rights,

and in each case may use the name of the Chargor and exercise the relevant power in any manner which he may think fit.

8.3 Receiver as agent

Each Receiver shall be the agent of the Chargor, which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements lawfully made or entered into by him. The Trustee will not be responsible for any misconduct, negligence or default of a Receiver. The Secured Parties shall not incur any liability by reason of the appointment of a Receiver under this Deed.

8.4 Removal of Receiver

The Trustee may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

8.5 Remuneration of Receiver

The Trustee may from time to time fix the remuneration of any Receiver appointed by it.

8.6 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Deed (unless the document appointing such Receiver states otherwise).

9. APPLICATION OF PROCEEDS

All monies received or recovered by the Trustee or any Receiver pursuant to this Deed shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Indenture notwithstanding any purported appropriation by the Chargor.

10. PROTECTION OF TRUSTEE AND RECEIVER

10.1 No Liability

Neither the Trustee nor any Receiver (nor their respective delegates) shall be liable in respect of the Charged Rights or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his gross negligence or wilful default under the Notes Documents.

10.2 Trustee

- (a) The provisions set out in the Indenture shall govern the rights, duties and obligations of the Trustee under this Deed.
- (b) The Trustee is entering this Deed solely in its capacity as Trustee, and not in its individual capacity. The Trustee shall have all of the rights, benefits, protections, limits, immunities and indemnities as set forth in the Notes Documents, all of which shall be deemed fully incorporated into this Deed *mutatis mutandis*. The Trustee shall be entitled to seek instructions from the holders of the Notes in accordance with the provisions of the Notes Documents as to any actions to be taken by it under this Deed and where it acts on the basis of such instructions it shall not, subject to the terms of the Notes Documents, incur any liability to any person for so acting.
- (c) The Trustee undertakes to perform or to observe only such of its agreements and obligations as are specifically set forth in this Deed and pursuant to the Notes Documents. The Trustee is not a fiduciary of and shall not owe or be deemed to owe any fiduciary duty to the Chargor or any of its respective affiliates.

10.3 Delegation

The Trustee or any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this Deed to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit provided that it shall exercise due skill, care and diligence in selecting such person. The Trustee will not be liable or responsible to the Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate.

10.4 Cumulative Powers

The powers which this Deed confers on the Trustee, the other Secured Parties and any Receiver appointed under this Deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Trustee, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Trustee, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

11. POWER OF ATTORNEY

- (a) The Chargor, by way of security, irrevocably and severally appoints the Trustee, any Receiver and any person nominated for the purpose by the Trustee or any Receiver as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it is obliged to execute and do under the terms of this Deed, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Trustee or any Receiver under this Deed or otherwise for any of the purposes of this Deed, and the Chargor covenants with the Trustee and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.
- (b) The power of attorney granted pursuant to paragraph (a) shall be immediately and automatically terminated on the Discharge Date.

12. PROTECTION OF THIRD PARTIES

12.1 No Obligation to Enquire

No person dealing with the Trustee or any Receiver (or their respective delegates or sub-delegates) shall be obliged or concerned to enquire whether:

- (a) the right of the Trustee or any Receiver to exercise any of the powers conferred by this Deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Obligations remain outstanding and/or are due and payable or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

12.2 Statutory Protections

All the protections afforded to purchasers contained in section 42(3) of the Insolvency Act or in any other applicable legislation shall apply to any person purchasing from or dealing with the Trustee.

12.3 Receipt Conclusive

The receipt of the Trustee or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Trustee or any Receiver.

13. RELEASE OF SECURITY

On the occurrence of the Discharge Date, the Trustee shall at the cost of the Chargor (and without any recourse to, or warranty or liability on the part of, the Trustee) promptly take all action which is necessary to release, reassign or discharge (as appropriate) the Charged Rights from the Security.

14. PRESERVATION OF SECURITY

14.1 Continuing Security

The Security shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing.

14.2 Other Security

The Security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security, guarantee, indemnity or other security interest or other right which the Trustee and/or any other Secured Party may now or after the date of this Deed hold for any of the Secured Obligations, and the Chargor waives any right it may have of first requiring the Trustee to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of this Deed to the contrary.

14.3 Discharge conditional

If any payment by the Chargor or any discharge given under the Notes Documents is avoided, set aside, ordered to be refunded, or reduced by virtue of any provision or enactment relating to insolvency or any similar event:

- (a) the liability of the Chargor and the Security shall continue as if the payment, discharge, avoidance, setting aside, order to refund, or reduction had not occurred; and
- (b) the Trustee and/or a Secured Party shall be entitled to recover the value or amount of the Security or payment from the Chargor as if the payment, discharge, avoidance setting aside, order to refund, or reduction had not occurred.

14.4 Waiver of defences

The obligations of the Chargor under this Deed, and any of the powers, authorities and discretions of the Trustee or Receiver or any of their respective delegates, will not be affected by any act, omission, matter or thing which, but for this Clause 14.4, would or might reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or the Trustee) including:

- (a) any time, waiver (including any waiver of any condition precedent under or in relation to the Notes Documents) or consent granted to, or composition with, the Chargor or any other person;
- (b) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or security over assets of, any other person;
- (c) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) of the Notes Documents or replacement of the Trustee;
- (f) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under the Notes Documents or any other document or security; or
- (g) any liquidation, reorganisation, insolvency or similar proceedings.

14.5 Ruling off

If the Trustee or any other Secured Party receives notice of any subsequent security or other interest affecting any of the Charged Rights (except as permitted or not prohibited by the Notes Documents) it may open a new account for the Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to the Chargor), as from the time it receives that notice, all payments made by the Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations.

14.6 Suspense account

Until the Discharge Date has occurred, the Trustee may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by it (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) place and keep any moneys received from the Chargor or on account of the Chargor's liability under this Deed in a separate suspense account (which shall be an interest bearing suspense account).

15. COSTS AND EXPENSES

15.1 Initial Expenses

The Chargor will, subject to any caps agreed between the Parties, within three Business Days of demand pay the Trustee the amount of all costs and expenses (including legal fees) reasonably incurred by the Trustee and by any Receiver or Delegate in connection with:

- (a) the negotiation, preparation, printing, execution and perfection of this Deed and any other documents or notices referred to in, or related or incidental to, this Deed; and
- (b) any amendment, waiver or consent relating to this Deed (and documents, matters or things referred to in this Deed).

15.2 Enforcement Expenses

The Chargor shall, within three Business Days of demand, pay to each of the Trustee, any Receiver and each other Secured Party the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation of any rights under (and any documents referred to in) this Deed and any proceedings instituted by or against the Trustee and any Secured Party as a consequence of taking or holding the Security or enforcing these rights.

15.3 Stamp Duties, etc

The Chargor shall pay and, within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to all stamp duty, registration and other similar taxes payable in respect of this Deed.

15.4 Default Interest

If not paid when due, the amounts payable under this Clause 15 shall carry interest at the Default Rate (after as well as before judgment), from the date of receipt of demand and shall form part of the Secured Obligations.

16. NOTICES

All notices required to be given hereunder shall be given in accordance with clause 6 (*Addresses*) of the Escrow Agreement.

17. SET-OFF

17.1 Set-off rights

Any Secured Party may set off any matured obligation due from the Chargor under the Notes Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

17.2 Different Currencies

A Secured Party may exercise its rights under Clause 17.1 (*Set-off rights*) notwithstanding that the amounts concerned may be expressed in different currencies and each Secured Party is authorised to effect any necessary conversions at a market rate of exchange selected by it.

17.3 Unliquidated Claims

If, at any time after notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Trustee or any other Secured Party to the Chargor, the relevant obligation or liability is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

17.4 No set-off

The Chargor will pay all amounts payable under this Deed without any set-off, counterclaim or deduction whatsoever unless required by law, in which event the Chargor will pay an additional amount to ensure that the payment recipient receives the amount which would have been payable had no deduction been required to have been made.

18. CURRENCY CLAUSES

18.1 Conversion

All monies received or held by the Trustee or any Receiver under this Deed may be converted into any other currency which the Trustee considers necessary to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Trustee's spot rate of exchange then prevailing for purchasing that other currency with the existing currency.

18.2 No Discharge

No payment to the Trustee (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Chargor in respect of which it was made unless and until the Trustee has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Trustee shall have a further separate cause of action against the Chargor and shall be entitled to enforce the Security to recover the amount of the shortfall.

19. MISCELLANEOUS

19.1 Amendments

- (a) Nothing in this Deed shall amend or alter any obligation of the Chargor under any Notes Document or the Charged Accounts.
- (b) This Deed may not be modified, amended or terminated without the prior written consent of the Chargor and the Trustee and unless the amendment, modification or termination affects the Trustee's rights, duties, immunities or protections, such consent shall not be unreasonably withheld or delayed by the Trustee.

19.2 Trustee's rights

- (a) From time to time, the Chargor shall execute and deliver to the Trustee such additional documents, and take such other actions as the Trustee may deem reasonably necessary or desirable to carry out the purposes of this Deed or necessary to preserve and protect the Trustee's rights as contemplated herein.
- (b) It is agreed as follows:
 - (i) the rights and remedies of the Trustee in relation to any misrepresentations or breach of warranty on the part of the Chargor shall not be prejudiced by any investigation by or on behalf of the Trustee into the affairs of the Chargor, by the execution or the performance of this Deed or by any other act or thing which may be done by or on behalf of the Trustee in connection with this Deed and which might, apart from this Clause 19.2, prejudice such rights or remedies;
 - (ii) no failure by either the Trustee or its delegate to exercise, nor any delay by such party in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercises thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by applicable law; and
 - (iii) the rights and remedies provided in this Deed and the other Notes Documents are cumulative and not exclusive of any other rights or remedies, whether provided by the Notes Documents, applicable law or otherwise.
- (c) The Trustee shall be entitled to rely, and shall be fully protected in relying, upon any communication or document reasonably believed by it to be genuine and correct and to have been signed, sent or made by the proper person or persons and upon advice and statements of legal counsel, independent accountants and other experts selected by the Trustee. The Trustee shall have no obligation to any person to act or refrain from acting or exercising any of its rights under this Deed.

19.3 Entire agreement

This Deed and the documents referred to in it constitute the entire obligation of the Parties with respect to the subject matter of this Deed and shall supersede any prior expressions of intent or understandings with respect to this transaction.

19.4 Changes to Parties

It is agreed as follows:

- (a) this Deed shall bind and inure to the benefit of the respective successors and assigns of the Parties, except that the Chargor may not assign or otherwise transfer all or any part of its rights or obligations under this Deed without the prior written consent of the Trustee; and
- (b) the Trustee may at any time assign or otherwise transfer all or any part of its rights under this Deed.

19.5 Invalidity, illegality and unenforceability

If any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law or regulation, the validity, legality and enforceability of the remaining provisions of this Deed shall not be affected or impaired in any way.

19.6 Counterparts

This Deed 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 Deed.

20. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with this Deed shall be governed by and construed in accordance with the laws of England.

21. JURISDICTION OF THE ENGLISH COURTS

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a “Dispute”).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 21 is for the benefit of the Trustee and Secured Parties only. As a result, the Trustee and Secured Parties shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Trustee may take concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof this Deed has been duly executed as a deed on the date first above written.

SIGNATURES

THE CHARGOR

EXECUTED as a DEED by
VMED 02 UK FINANCING I PLC acting by:

Jeremy Evans as Director:

^A
REDACTED

Charles Bracken as Director:

REDACTED

Witness Signature:

Name:

Address:

Occupation:

THE TRUSTEE

EXECUTED as a **DEED** by
BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED
acting by two Directors:

_____ as Director:	<div>REDACTED</div> <div>MICHAEL LEE AUTHORISED SIGNATORY</div>	Digitally signed by Michael Lee
_____ as Director:	<div>REDACTED</div> <div>Justen Bersin Authorised Signatory</div>	Digitally signed by JUSTEN BERSIN

SCHEDULE 1
FORM OF NOTICE

To: HSBC Bank PLC (the “Escrow Agent”)

[●] 2020

Dear Sirs,

We refer to the accounts in our name and maintained with you, designated:

Account: [●] sort code: [●] account number: [●]; and

Account [●] sort code: [●] account number.

1. All capitalised terms used herein without definition shall have the meaning given to that term in the hereinafter defined Account Charge.
2. We hereby give you notice that we have charged by way of a first-ranking fixed charge pursuant to an account charge dated [●] 2020 (the “Account Charge”) between ourselves and [●] for itself and for the Noteholders (the “Trustee”), all our present and future rights, title and interest in the Charged Rights.
3. We irrevocably and unconditionally instruct and authorise you (without requiring you to make any reference to or seek any further authority from us or to make any enquiry as to the justification for or validity of any notice, statement, requirement or direction) as follows:
 - (a) to disclose to the Trustee such information relating to the Charged Accounts as the Trustee may, from time to time, request you to disclose to it; and
 - (b) until the Discharge Date, to hold all monies standing to the credit of the Charged Accounts in the manner specified in the Escrow Agreement and to comply in all respects with the terms of, and to act in accordance with, the terms of the Escrow Agreement with respect to the Charged Accounts; and
 - (c) on or immediately after the Discharge Date, to distribute the Escrowed Proceeds in accordance with the terms of the Escrow Agreement.
4. We also advise you that, except for any Permitted Release, we may not withdraw any monies from the Charged Accounts without first having obtained the prior written consent of the Trustee.
5. The instructions and authorisations which are contained in this letter shall remain in full force and effect until the Trustee gives you written notice revoking them.
6. This letter and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.
7. Please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it by signing the attached form of acknowledgement and agreement and returning it to [●] for the attention of [●], with a copy to Ropes & Gray, 60 Ludgate Hill, London EC4M 7AW for the attention of¹.

¹ RG to confirm details

Yours faithfully

for and on behalf of

[VMED O2 UK Financing I plc]

Name: _____

Title: _____

FORM OF ACKNOWLEDGEMENT AND AGREEMENT

From: HSBC Bank PLC (the “Escrow Agent”)

Address: [●]

To: BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED (the “Trustee”)

Attention: [●]

Dear Sirs

We acknowledge receipt of a notice (the “Notice”) dated [●] 2020 and addressed to us by VMED O2 UK Financing I plc (the “Chargor”) regarding the accounts mentioned in such notice (the “Charged Accounts”).

We acknowledge and confirm that:

1. we accept the instructions and authorisations contained in the notice and agree to comply with its terms and confirm that, with respect to the Charged Accounts, we will comply in all respects with the terms of, and act in accordance with, the terms of the escrow agreement dated [●] 2020 relating to the Charged Accounts between the Chargor, the Escrow Agent and the Trustee (the “Escrow Agreement”); and
2. we have not received any notice that any third party has or may have any rights, title or interest in or to, or has made or may be making any claim or demand or taking any action against, the Charged Accounts and the monies from time to time standing to the credit thereof.

We undertake that, if we become aware at any time that any person or entity other than yourselves has or may have any rights, title or interest in or to, or has or may be making any claim or demand or taking any action against, the Charged Accounts, we will as soon as reasonably practicable give written notice to you of the terms of such rights, title or interest, claim, demand or action.

We confirm that, until you give us notice in writing (including, for the avoidance of doubt, by way of facsimile transmission) the Chargor may not make transfers or withdrawals from the Charged Accounts except as expressly permitted by the provisions of the Escrow Agreement (including for avoidance of doubt, clause 5 (*Deposit and Disposition and Investment of the Escrowed Proceeds*) of the Escrow Agreement).

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

Yours faithfully

for and on behalf of

HSBC Bank PLC

as Escrow Agent

By: _____
Name:
Title: