



Registration of a Charge

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

Company Number: **12800739**



Received for filing in Electronic Format on the: **03/06/2021**

XA5VEMWH

Details of Charge

Date of creation: **01/06/2021**

Charge code: **1280 0739 0004**

Persons entitled: **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED (AS SECURITY 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 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st June 2021 and created by VMED O2 UK FINANCING I PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd June 2021 .

Given at Companies House, Cardiff on 4th June 2021

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**

1 JUNE 2021

VMED O2 UK FINANCING I PLC
(as Chargor)

and

BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED
(as Security Trustee)

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: 1 June 2021

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THIS DEED (this Deed) is made as a deed on 1 June 2021 between:

- (1) VMED O2 UK FINANCING I PLC, a public limited company incorporated under the laws of England and Wales with registered number 12800739 (the **Chargor**); and
- (2) BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED, as security trustee for itself and the Senior Creditors (as defined below) (the **Security Trustee**),

each a Party, and together, the Parties.

BACKGROUND:

- (A) The Chargor enters into this Deed in connection with the Collateral Sharing Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

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

Account means:

- (a) all the bank accounts owned by the Chargor in England and Wales including those set out in Schedule 1 (*Account*) but excluding any other account designated by the Chargor and the Security Trustee as excluded; and
- (b) any future account opened from time to time by the Chargor in England and Wales with any bank or financial institution (as such account may be re-designated or renumbered from time to time),

in each case including any renewal or re-designation of any such account.

Act means the Law of Property Act 1925.

Charged Rights all monies from time to time standing to the credit of any Account (including any interest and other sums accruing thereon), together with all of the Chargor's rights, title and interest in, and benefits and proceeds deriving from or arising in connection with, any such Account (excluding any transaction fees payable pursuant to the Facility Expenses Agreement).

Collateral Sharing Agreement means the senior collateral sharing and voting instruction agreement dated on or about the date of this Deed and made between the Chargor as the debtor and the Security Trustee as security trustee and original note trustee (as amended and/or restated from time to time).

Debt Documents has the meaning given to that term in the Collateral Sharing Agreement.

Declared Default Date means the date on which notice of a Security Enforcement Action taken pursuant to the Debt Documents or the Collateral Sharing Agreement is served in accordance with the terms of the Debt Documents or the Collateral Sharing Agreement.

Facility Expenses Agreement means the expenses agreement dated 24 September 2020, between the Chargor and Virgin Media Investment Holdings Limited.

Receiver means a receiver and manager or a receiver, in each case, appointed under this Deed.

Secured Liabilities means the Senior Secured Liabilities (as defined in the Collateral Sharing Agreement), except for any obligation which, if it were so included, would result in this Deed contravening section 678 or 679 of the Companies Act 2006.

Security Assets means all assets of the Chargor the subject of any security created by this Deed.

Security Enforcement Action has the meaning given to that term in the Collateral Sharing Agreement.

Security Interest means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing any obligation of any person or any other arrangement having the effect of conferring rights of retention or other disposal rights over an asset (including without limitation title transfer and/or retention arrangements having a similar effect or a deposit of money with the primary intention of affording a right of set-off) and includes any agreement to create any of the foregoing but does not include (a) liens arising in the ordinary course of business by operation of law and not by way of contract and (b) any grant of indefeasible rights of use or equivalent arrangements with respect to network capacity, communications, fibre capacity or conduit.

Security Period means the period beginning on the date of this Deed and ending on the Final Discharge Date (as defined in the Collateral Sharing Agreement).

Senior Creditors means the Senior Secured Creditors as defined in the Collateral Sharing Agreement.

Shared Security Documents has the meaning given to it in the Collateral Sharing Agreement.

1.2 Construction and Interpretation

- (a) Capitalised terms defined in the Collateral Sharing Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of clause 1.4 (*Construction*) and clause 20 (*Partial Invalidity*) of the Collateral Sharing Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Collateral Sharing Agreement will be construed as references to this Deed.
- (c) A **Debt Document** or any other agreement, deed or instrument includes (without prejudice to any prohibition on amendments) any amendment (howsoever fundamental) to that Debt Document or other agreement, deed or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility.
- (d) The term **this Security** means any security created by this Deed.
- (e) **Assets** includes present and future properties, revenues and rights of every description.
- (f) Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.

- (g) If the Security Trustee reasonably believes (after taking such legal advice as it considers appropriate) that there is a reasonable likelihood that that an amount paid to a Senior Creditor under a Debt Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (h) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.
- (i) A person which is not a Party (a **third party**) shall have no right to enforce any of its provisions except that a third party shall have those rights it would have had if the Contracts (Rights of Third Parties) Act 1999 had not come into effect.
- (j) The Parties may without the consent of any third party vary or rescind this Deed.
- (k) If the terms and conditions of this Deed are in contradiction with the terms and conditions of the Debt Documents, the terms and conditions of the Debt Documents shall prevail.
- (l) A Declared Default Date being **continuing** means that the relevant Security Enforcement Action has not been remedied or waived in accordance with the terms of the Collateral Sharing Agreement.
- (m) References to any matter being **permitted** under one or more of the Debt Documents shall include references to such matters not being prohibited or otherwise approved under those Debt Documents.

1.3 Security Trustee and Collateral Sharing Agreement

For the avoidance of doubt, any actions to be taken under this Deed by the Security Trustee are on the basis of the authority conferred by the Collateral Sharing Agreement. In acting as Security Trustee under this Deed, the Security Trustee is entitled to all the rights, protections, immunities, benefits and indemnities in its favour under the Collateral Sharing Agreement.

2. CREATION OF SECURITY

The Chargor, as continuing security for payment of the Secured Liabilities, charges in favour of the Security Trustee (on its own behalf and as trustee for the Senior Creditors) with full title guarantee, all of its present and future right, title and interest in and to:

- (a) by way of first fixed charge the Charged Rights; 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 right 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. REPRESENTATIONS AND WARRANTIES

The Chargor represents and warrants to the Security Trustee (i) on the date of this Deed; and (ii) on each date that any new Account becomes subject to the Security created by this Deed with respect to such new Account only, in each case, by reference to the facts and circumstances existing at such time that:

- (a) it has full power to establish and maintain the Account(s) and the Charged Rights, to enter into and deliver and to create the Security constituted by this Deed;
- (b) it is the sole legal and beneficial owner of the Charged Rights; and
- (c) subject to the Legal Reservations, the obligations expressed to be assumed by it under this Deed are legal, valid, binding and enforceable obligations.

4. UNDERTAKINGS

4.1 Information

- (a) The Chargor shall promptly, on request, supply the Security Trustee with such information regarding any Account as the Security Trustee may reasonably request in writing from time to time.
- (b) The Chargor will promptly deposit with the Security Trustee (or as it shall direct) at any time whilst a Declared Default Date is continuing all documents (including any passbook) relating to any Account and the Charged Rights which the Security Trustee from time to time reasonably requests in writing.
- (c) Whilst a Declared Default Date is continuing, the Security Trustee may retain any document delivered to it under paragraph (b) above or otherwise until the Security created by this Deed is released or the Declared Default Date is no longer continuing and, if for any reason it ceases to hold any such document before that time, it may by notice in writing to the Chargor require that the relevant document be redelivered to it and the Chargor shall promptly comply (or procure compliance) with that notice.

4.2 Withdrawals

The Chargor shall be free to deal with the Accounts in the ordinary course of its business until the occurrence of a Declared Default Date which is continuing after which it will not withdraw or attempt to withdraw the whole or any part of the monies from time to time standing to the credit of any Account.

4.3 Negative pledge

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

- (a) create or permit to subsist any Security Interest (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 Security 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, save as permitted under the Debt Documents.

5. NOTICE OF CHARGE

The Chargor will promptly after the execution of this Deed, or if applicable, after the opening of any Account from and after the date of this Deed, serve notice to the applicable account bank of the Security Interest constituted by or pursuant to this Deed and any such notice shall be in substantially the form set out in Schedule 2 (*Form of Account Notice*). The Chargor shall use reasonable endeavours to procure that the relevant account bank shall execute and deliver a duly completed acknowledgement with respect to any such notice substantially in the form of the acknowledgement set out in Schedule 2 (*Form of Account Notice*) within twenty (20) Business Days of the date of the relevant notice.

6. SECURITY TRUSTEE'S 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 Security Trustee within ten (10) Business Days of either (i) the Security Trustee giving notice in writing to the Chargor or (ii) the Chargor becoming aware of the failure to comply, the Chargor will allow (and irrevocably authorises) the Security Trustee or any person which the Security Trustee nominates to take any action on behalf of the Chargor which is reasonably necessary to ensure that those obligations are complied with.

7. PRESERVATION OF SECURITY

7.1 Continuing security

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

7.2 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) is made by a Senior Creditor in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

7.3 Waiver of defences

The obligations of the Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Deed including (without limitation and whether or not known to it or any Senior Creditor):

- (a) any time or waiver granted to, or composition with, the Chargor or other person;
- (b) the release of the Chargor or any other person under the terms of any composition or arrangement with any creditor of the Chargor;
- (c) 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, the Chargor or other person;

- (d) 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;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person;
- (f) any amendment of any Debt Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Debt Document or other document or security;
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Debt Document or any other document or security; or
- (h) any insolvency or similar proceedings.

7.4 Immediate recourse

- (a) The Chargor waives any right it may have of first requiring any Senior Creditor (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person before claiming from the Chargor under this Deed.
- (b) This waiver applies irrespective of any law or provision of a Debt Document to the contrary.

7.5 Appropriations

Each Senior Creditor (or any trustee or agent on its behalf) may at any time during the Security Period:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Senior Creditor (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or apply and enforce them in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Chargor will not be entitled to the benefit of such moneys, security or rights; and
- (b) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed.

7.6 Additional security

- (a) This Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by any Senior Creditor.
- (b) No prior security held by any Senior Creditor (in its capacity as such or otherwise) over any Security Asset will merge into this Security.

7.7 Security held by Chargor

The Chargor may not, without the prior consent of the Security Trustee, hold any security from any other person in respect of the Chargor's liability under this Deed. The Chargor will hold any security held by it in breach of this provision on trust for the Security Trustee, and in case holding such security on trust should fail or be unenforceable, it must hold the security separated from its other assets.

8. WHEN SECURITY BECOMES ENFORCEABLE

8.1 Declared Default Date

This Security will become immediately enforceable if the Declared Default Date occurs and is continuing.

8.2 Discretion

On and after the Declared Default Date occurs and is continuing, the Security Trustee may in its absolute discretion enforce all or any part of this Security in accordance with the Collateral Sharing Agreement and shall enforce all or any part of this Security in accordance with the Collateral Sharing Agreement if it is so instructed to do so pursuant to the Collateral Sharing Agreement and provided that it has been indemnified and/or secured to its satisfaction against any liability it may incur by so acting (including by the provision of pre-funding in respect of such liabilities).

8.3 Power of sale

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time on or after the Declared Default Date has occurred and is continuing.

8.4 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 2 (*Creation of Security*) shall on the occurrence of any Declared Default Date automatically be converted with immediate effect into a fixed charge as regards the assets subject to such floating charge and without notice from the Security Trustee to the Chargor.

9. ENFORCEMENT OF SECURITY

9.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

9.2 No liability as mortgagee in possession

Neither the Security Trustee nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

9.3 Privileges

Each Receiver and the Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

9.4 Redemption of prior mortgages

- (a) At any time on or after the Declared Default Date has occurred and is continuing, the Security Trustee may:
 - (i) redeem any prior Security Interest against any Security Asset; and/or
 - (ii) procure the transfer of that Security Interest to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.
- (b) The Chargor must pay to the Security Trustee the costs and expenses incurred by the Security Trustee in accordance with clause 13 (*Costs and Expenses*) of the Collateral Sharing Agreement.

9.5 Contingencies

If this Security is enforced at a time when no amount is due under the Debt Documents but at a time when amounts may or will become due, the Security Trustee (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

9.6 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 constitute 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 Security Trustee shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Liabilities and may exercise that right to appropriate by giving notice to the Chargor at any time after a Declared Default Date has occurred and is continuing.
- (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.

10. PROTECTION OF THIRD PARTIES

10.1 No Obligation to Enquire

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

- (a) the right of the Security 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 Liabilities 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.

10.2 Statutory Protections

All the protections afforded to purchasers contained in section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Trustee.

10.3 Receipt Conclusive

The receipt of the Security 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 Security Trustee or any Receiver.

11. RECEIVER

11.1 Appointment of Receiver

- (a) Except as provided below, the Security Trustee may appoint any one or more persons to be a Receiver of all or any part of the Security Assets:
 - (i) on or after the Declared Default Date has occurred and is continuing; or
 - (ii) if the Chargor so requests the Security Trustee in writing at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Trustee is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.

11.2 Removal

The Security Trustee may by writing under its hand remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

11.3 Remuneration

The Security Trustee may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

11.4 Agent of the Chargor

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) No Senior Creditor will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

11.5 Relationship with Security Trustee

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may, on or after the Declared Default Date has occurred and is continuing, be exercised by the Security Trustee in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

12. POWERS OF RECEIVER

12.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law; this includes all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

12.2 Possession

A Receiver may take immediate possession of, get in and collect any Security Asset.

12.3 Carry on business

A Receiver may carry on any business of the Chargor in any manner he thinks fit.

12.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by the Chargor.

12.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

12.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit which the Receiver believes (acting reasonably) will generate the best available price in relation to such Security Asset.
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration

may be payable in a lump sum or by instalments spread over any period which he thinks fit.

12.7 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

12.8 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit.

12.9 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

12.10 Subsidiaries

A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.

12.11 Delegation

A Receiver may delegate his powers in accordance with this Deed.

12.12 Lending

A Receiver may lend money or advance credit to any customer of the Chargor.

12.13 Protection of assets

A Receiver may do any act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset.

12.14 Other powers

A Receiver may:

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset; and
- (c) use the name of the Chargor for any of the above purposes or any purpose contained in this Clause 12.

13. APPLICATION OF PROCEEDS

- (a) Any moneys received by the Security Trustee or any Receiver on or after the Declared Default Date must be applied in accordance with clause 8 (*Application of Proceeds*) of the Collateral Sharing Agreement.
- (b) This Clause is subject to the payment of any claims having priority over this Security and to the terms of the Debt Documents. This Clause does not prejudice the right of any Senior Creditor to recover any shortfall from the Chargor.

14. DELEGATION

14.1 Delegation

A Receiver may delegate his powers in accordance with this Deed.

14.2 Protection of assets

A Receiver may effect any insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset, in each case as he thinks fit.

15. FURTHER ASSURANCES

The Chargor must, at its own cost and expense, promptly, and in any event within any applicable time limit, take whatever action the Security Trustee may, acting reasonably, require for:

- (a) creating, perfecting or protecting any security intended to be created by this Deed;
- (b) facilitating the enforcement of this Security, or the exercise of any right, power or discretion exercisable, by the Security Trustee or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset; or
- (c) facilitating the permitted assignment of the Security Trustee's rights or transfer of its legal relationship under this Deed.

This includes any registration at any public registry, the execution of any transfer, assignment or assurance of any asset and whether to the Security Trustee or its nominee, which the Security Trustee (acting reasonably) may think expedient.

16. POWER OF ATTORNEY

- (a) Until the end of the Security Period, the Chargor, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which it is obliged to take under this Deed. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause (acting lawfully).
- (b) The Security Trustee, each Receiver and any of its delegates or sub-delegates shall only exercise the power of attorney contained in this Clause:
 - (i) on or after the occurrence of the Declared Default Date which is continuing; or

- (ii) if the Chargor has failed to comply with a further assurance or perfection obligation under the Debt Documents within ten (10) Business Days of being notified in writing of that failure and being requested to comply.

17. LIMITED RECOURSE

- (a) Notwithstanding any other provisions of this Deed or any other Debt Document, each of the Parties acknowledge that the obligations of the Chargor to pay amounts due and payable in respect of this Deed at any time shall be limited to the proceeds available at such time to make such payments from the net proceeds of realisation of the Chargor's assets in accordance with the Collateral Sharing Agreement. Notwithstanding anything to the contrary in this Deed or any other Debt Document, each Party agrees for itself and each of its affiliates, that if the net proceeds of realisation of the security constituted by this Deed or any other Shared Security Document upon enforcement thereof in accordance with this Deed and the Collateral Sharing Agreement or otherwise are less than the aggregate amount payable in such circumstances by the Chargor in respect of the Secured Liabilities (such negative amount being referred to herein as a **shortfall**), the obligations of the Chargor under this Deed shall be limited to such net proceeds, which in respect of the proceeds of enforcement of the security constituted by this Deed and any other Shared Security Document, shall be applied in accordance with the Collateral Sharing Agreement. In such circumstances, the other assets of the Chargor will not be available for payment of such shortfall which shall be borne by the other Parties, as applicable. Each Party agrees, for itself and each of its affiliates, that its right to receive any further amounts in respect of such obligations shall be extinguished and it may not take any further action to recover such amounts.
- (b) Each Party agrees, for itself and each of its affiliates, that neither it, nor any person acting on behalf of it, shall be entitled at any time to institute against the Chargor, or join any institution against the Chargor of, any bankruptcy, reorganisation, arrangement, insolvency, examinership, winding-up or liquidation proceedings, proceedings for the appointment of a liquidator, administrator or similar official or other proceedings under any applicable bankruptcy or similar law in connection with any obligations of the Chargor owed to such Party or its affiliates under this Deed, save for lodging a claim in the liquidation of the Chargor which is initiated by another Party or taking proceedings to obtain declaration or judgment as to the obligations of the Chargor in relation thereto.
- (c) Each Party hereby agrees for itself and each of its affiliates, that no recourse under any obligation, covenant or agreement of the Chargor contained in any Debt Document to which it is a party may be sought by it against any shareholder, officer, agent, employee or director of the Chargor, by the enforcement of any assessment or by any proceeding, by virtue of any statute or otherwise, it being expressly agreed and understood that such Debt Documents are corporate obligations of the Chargor. Each Party agrees, for itself and each of its affiliates, that no personal liability shall attach to or be incurred by the shareholders, officers, agents, employees or directors of the Chargor, or any of them, under or by reason of any of the obligations, covenants or agreements to the Chargor contained in any Debt Document to which it is a party or implied therefrom, and any and all personal liability of every such shareholder, officer, agent, employee or director for breaches by the Chargor of any such obligations, covenants or agreements, either at law or by statute or constitution, of every such shareholder, officer, agent, employee or director is hereby deemed expressly waived by such Party.

- (d) The provisions of this Clause 18 shall survive termination for any reason whatsoever of this Deed.

18. MISCELLANEOUS

18.1 Covenant to pay

The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Debt Documents.

18.2 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, the Senior Creditor may open a new account with the Chargor.
- (b) If the Senior Creditor does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to the Senior Creditor will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

18.3 Time deposits

Without prejudice to any right of set-off any Senior Creditor may have under any other Debt Document or otherwise, if any time deposit matures on any account the Chargor has with any Senior Creditor within the Security Period when:

- (a) the Declared Default Date has occurred; and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Senior Creditor considers appropriate.

19. RELEASE

At the end of the Security Period, the Senior Creditors must, at the request and cost of the Chargor, promptly take whatever action is necessary to release its Security Assets from this Security.

20. NOTICES

Any notice or other communication to be made under or in connection with this Agreement shall be made in accordance with the relevant provisions of the Collateral Sharing Agreement.

21. CHANGES TO PARTIES

- (a) The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Deed, without the prior consent of the Security Trustee, except as permitted by the Debt Documents.

- (b) The Security Trustee may assign any of its rights and transfer any of its rights or obligations under this Deed, in the manner permitted under the Debt Documents. The Chargor's consent is not required for any such assignment or transfer.

22. COUNTERPARTS

This Deed may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

23. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

24. JURISDICTION

- (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 Parties will argue to the contrary.
- (c) This Clause 24 is for the benefit of the Senior Creditors only. As a result, no Senior Creditor shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Senior Creditors may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1

ACCOUNTS

Name in which account is held			Name and address of institution at which account is held			IBAN	SWIFT
VMED	O2	UK	ING	Bank	N.V.,	REDACTED	REDACTED
Financing I	plc		Amsterdam				
VMED	O2	UK	ING	Bank	N.V.,	REDACTED	REDACTED
Financing I	plc		Amsterdam				
VMED	O2	UK	ING	Bank	N.V.,	REDACTED	REDACTED
Financing I	plc		Amsterdam				

SCHEDULE 2

FORM OF ACCOUNT NOTICE

To: [insert name and address of Account Bank] (the “Account Bank”)

Dated: [●]

Dear Sirs

Re: VMED O2 UK Financing I PLC - Security over Bank Accounts

We notify you that VMED O2 UK Financing I PLC (the “Chargor”) charged to [insert name of Security Trustee] (the “Security Trustee”) for the benefit of itself and certain other banks and financial institutions all its right, title and interest in and to the moneys from time to time standing to the credit of the account[s] identified in the schedule to this notice [and to any other accounts from time to time maintained with you by the Chargor] (the “Charged Account[s]”) and to all interest (if any) accruing on the Charged Account[s] by way of an account charge dated [●] (the “Account Charge”).

1. Following the occurrence of a Declared Default Date (as defined in the Account Charge), we irrevocably authorise and instruct you:
 - (a) to hold all moneys from time to time standing to the credit of the Charged Account[s] to the order of the Security Trustee and to pay all or any part of those monies to the Security Trustee (or as it may direct) promptly following receipt of written instructions from the Security Trustee to that effect; and
 - (b) to disclose to the Security Trustee any information relating to the Chargor and the Charged Account[s] which the Security Trustee may from time to time request you to provide.
2. We also advise you that the provisions of this notice may only be revoked or varied with the prior written consent of the Security Trustee.
3. Please sign and return the enclosed copy of this notice to the Security Trustee (with a copy to the Chargor) by way of your confirmation that:
 - (a) you agree to act in accordance with the provisions of this notice;
 - (b) you have not received notice that the Chargor has assigned its rights to the monies standing to the credit of the Charged Account[s] or otherwise granted any security or other interest over those monies in favour of any third party;
 - (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Account[s]; and
 - (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Charged Account[s].

The provisions of this notice are governed by English law.

		Schedule	
Customer	Account Number		Sort Code
[●]	[●]		[●]

Yours faithfully,

.....
for and on behalf of
VMED O2 UK Financing I PLC
as agent for and on behalf of
all of the Customers

Counter-signed by

.....
for and on behalf of
[Insert name of Security Trustee]

[On acknowledgement copy]

To: *[Insert name and address of Security Trustee]*

Copy to: VMED O2 UK Financing I PLC

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (d) above.

.....
for and on behalf of
[Insert name of Account Bank]

Dated: [●]

SIGNATURES

THE CHARGOR

EXECUTED as a **DEED** by
VMED O2 UK FINANCING I PLC acting by:

.REDACTED

Jeremy Evans as Director: ____ - ____

REDACTED

Charles Bracken as Director: ____

Notice Details

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

Email:

Attention: The Directors

THE SECURITY TRUSTEE

EXECUTED as a DEED by
BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED
acting by its duly authorised signatory

REDACTED

Digitally
signed by
Vanson, Tom

Notice Details

Address: One Canada Square
London, E14 5AL
United Kingdom

Fax: +44 20 7964 2536

Attention: Corporate Trust Services