



Registration of a Charge

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

Company Number: **12800739**



XA8K2QVN

Received for filing in Electronic Format on the: **12/07/2021**

Details of Charge

Date of creation: **07/07/2021**

Charge code: **1280 0739 0007**

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

Brief description: **NOT APPLICABLE**

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 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th July 2021 and created by VMED O2 UK FINANCING I PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th July 2021 .

Given at Companies House, Cardiff on 15th July 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**

7 JULY 2021

VMED O2 UK FINANCING I PLC
(as the Supplemental Assignor)

and

BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED
(as the Assignee)

SUPPLEMENTAL SECURITY DEED

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel: +44.20.7710.1000

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: 9 July 2021

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THIS SUPPLEMENTAL SECURITY DEED is made on 7 July 2021

BETWEEN:

- (1) **VMED O2 UK FINANCING I PLC**, a public limited company incorporated in England and Wales with registered number 12800739 (the “**Supplemental Assignor**”); and
- (2) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**, as the security trustee for itself and the other Secured Parties (the “**Assignee**”).

RECITALS:

- (A) The Supplemental Assignor has issued £675 million aggregate principal amount of its 4.500% senior secured notes due 2031 (the “**Sterling Notes**”) and \$850 million aggregate principal amount of its 4.750% senior secured notes due 2031 (the “**Dollar Notes**”) and, together with the Sterling Notes, the “**Notes**”) constituted under an indenture dated 7 July 2021 between, among others, the Supplemental Assignor and the Assignee (the “**Indenture**”) and may issue additional notes under the Indenture (the “**Additional Notes**”) from time to time.
- (B) The Supplemental Assignor is a party to the senior collateral sharing and voting instruction agreement dated 1 June 2021 between the Supplemental Assignor as Debtor and the Assignee as Original Note Trustee and Security Trustee (the “**Collateral Sharing Agreement**”).
- (C) From time to time, the Supplemental Assignor will incur Senior Secured Liabilities (as defined in the Collateral Sharing Agreement) pursuant to the Debt Documents (as defined in the Security Assignment defined below).
- (D) This deed is supplemental to a security assignment agreement dated 1 June 2021 between the Supplemental Assignor as Assignor and the Assignee (the “**Security Assignment**”).
- (E) The Supplemental Assignor is entering into this deed to confirm and supplement the existing security created pursuant to the Security Assignment.
- (F) 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

Unless otherwise defined in this deed, terms defined in the Security Assignment shall have the same meaning when used in this deed.

1.2 Construction

The provisions of clauses 1.2 (*Construction*) to 1.4 (*Declaration of Trust*) (inclusive) of the Security Assignment will be deemed to be set out in full in this deed, but as if

references in those clauses to “this Agreement” and other similar expressions were references to this deed.

2. COVENANT TO PAY

The Supplemental Assignor, as primary obligor covenants with the Assignee (for the benefit of itself and the other Secured Parties), that it will on demand pay the Secured Obligations when they fall due for payment.

3. SECURITY ASSIGNMENT

Subject to clauses 3.1(b) (*Assignment*), 3.2 (*The Assignee Assumes No Obligations*) and 3.3 (*Release*) of the Security Assignment, the Supplemental Assignor assigns by way of security and with full title guarantee and as further continuing security for the payment, performance and discharge in full of the Secured Obligations to the Assignee all of its rights, title, benefits and interests, present and future, in, under and to the Assigned Agreements, including, without limitation, all present and future claims, causes of action, payments, the benefit of any guarantees and Security Interests relating thereto, any entitlement to interest, indemnities, reimbursement and other payments paid or payable to it and any proceeds in respect thereof.

4. INCORPORATION OF TERMS FROM SECURITY ASSIGNMENT

- (a) The provisions of Clause 4 (*Notice of Assignment*) to Clause 22.2 (*Counterparts*) (inclusive) and Clause 25 (*Limited Recourse*) of the Security Assignment shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed, but as if references in those clauses to:
 - (i) “this Agreement” and other similar expressions were a reference to this deed;
 - (ii) “Assignor” was a reference to the Supplemental Assignor under this deed; and
 - (iii) “Assigned Agreements” was a reference to the agreements assigned under this deed.
- (b) The representations and warranties made in Clause 5 of the Security Assignment and incorporated by reference into this deed shall be made on the date hereof by reference to the facts and circumstances on that date.

5. THE SECURITY ASSIGNMENT

The Security Assignment shall remain in full force and effect as supplemented by this deed.

6. DESIGNATION

This deed is designated as a Shared Security Document.

7. ACKNOWLEDGEMENT BY THE ASSIGNEE

The Assignee acknowledges and confirms that:

- (a) the creation of any Security pursuant to (and the compliance by the Supplemental Assignor with the terms of) this deed does not and will not constitute a breach of any representation, warranty or undertaking in the Security Assignment; and
- (b) the performance of, and compliance with, any undertaking, requirement or obligation by the Supplemental Assignor under this deed constitutes the performance of, and compliance with, the corresponding undertaking, requirement or obligation under the Security Assignment (as applicable) and further, the performance of, and compliance with, any undertaking, requirement or obligation by the Supplemental Assignor under the Security Assignment will be deemed to constitute the performance of, and compliance with, the corresponding undertaking, requirement or obligation by the Supplemental Assignor under this deed (as applicable).

8. EFFECT AS A CHARGE

Notwithstanding any other provision of this deed where a right or asset has been assigned by the Supplemental Assignor under the Security Assignment (a “**First Assignment**”) and the Supplemental Assignor purports to assign the same asset or right under this deed (a “**Second Assignment**”), the Second Assignment will instead take effect as a charge over the Supplemental Assignor’s remaining rights in respect of the relevant asset or right and will only take effect as an assignment if the First Assignment has no, or ceases to have, effect and, for so long as the Security Assignment remains in full force and effect, any reference in this deed to an asset secured under the Security Assignment being assigned or the security over any asset secured under the Security Assignment being secured with full title guarantee, shall be construed accordingly and no breach or default shall arise under this deed or any other Debt Document as a result of the execution of or the existence of any security interest created (or purported to be created) under the Security Assignment or this deed and the terms of the Security Assignment, this deed and the other Debt Documents shall be construed accordingly so that there shall be no such breach or default.

9. FAILURE TO EXECUTE

Failure by one or more parties (“**Non-Signatories**”) to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

10. GOVERNING LAW AND JURISDICTION

- (a) This deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.

- (b) Subject to Clause (c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this deed) (a “**Dispute**”). 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) The Parties agree that, for the benefit of the Secured Parties only, nothing in this deed, shall limit the right of the Secured Parties to bring any legal action against the Supplemental Assignor in any other court of competent jurisdiction.

IN WITNESS whereof this Supplemental Security Deed has been duly executed as a deed and is delivered on the date first above written.

SIGNATORIES TO THE SUPPLEMENTAL SECURITY DEED

THE SUPPLEMENTAL ASSIGNOR

EXECUTED as a DEED by

VMED O2 UK FINANCING I PLC acting by:

REDACTED

Name: Gregor McNeil

Title: Director

REDACTED

Name: Caroline Withers

Title: Director

Notice Details

Address: VMED O2 UK Financing I PLC, Griffin House, 161 Hammersmith Road
London, United Kingdom, W6 8BS

Attention: Legal Counsel

THE ASSIGNEE

EXECUTED as a DEED by

BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED

acting by two Directors:

REDACTED

Justen Bercin
Authorised Signatory

**JUSTEN
BERSIN**

Name:

Title: Director

REDACTED

**Marco
Thuo**

Name:

Title: Director

Notice Details

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

Facsimile: +44 20 7964 2536

Attention: Corporate Trust Services