



Registration of a Charge

Company Name: **VMED O2 UK HOLDCO 3 LIMITED**

Company Number: **12807077**



XA8K2N6A

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

Details of Charge

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

Charge code: **1280 7077 0003**

Persons entitled: **DEUTSCHE BANK AG, LONDON BRANCH (AS SECURITY TRUSTEE)**

Brief description: **NOT APPLICABLE**

Contains fixed 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: 12807077

Charge code: 1280 7077 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th July 2021 and created by VMED O2 UK HOLDCO 3 LIMITED 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**

CONFIRMATION DEED

THIS CONFIRMATION DEED (this “**Deed**”) is made on 7 July 2021.

BETWEEN:

- (1) Each entity listed in Schedule A (*Confirming Parties*) (each a “**Confirming Party**” and together the “**Confirming Parties**”);
- (2) The entity listed in Schedule B (*Additional Parties*) (the “**Additional Party**”); and
- (3) **DEUTSCHE BANK AG, LONDON BRANCH**, in its capacity as security trustee and agent for and on behalf of the Beneficiaries under the Security Documents (the “**Security Trustee**”).

WHEREAS:

- (A) Reference is made to:
 - (a) the \$1,425 million aggregate principal amount of 5.500% Senior Secured Notes due 2029, the £340 million aggregate principal amount of 5.250% Senior Secured Notes due 2029, the \$750 million aggregate principal amount of 5.500% Senior Secured Notes due 2026, the £675 million aggregate principal amount of 5.000% Senior Secured Notes due 2027, the £635 million aggregate principal amount of 4.250% Senior Secured Notes due 2030, the £480 million aggregate principal amount of 4.125% Senior Secured Notes due 2030, and the \$915 million aggregate principal amount of 4.500% Senior Secured Notes due 2030 (together, the “**Existing Notes**”) in each case, issued or assumed, as applicable, by Virgin Media Secured Finance PLC (the “**Issuer**”) and the related indentures dated as of 26 April 2016, 1 February 2017, 16 May 2019, 15 October 2019 and 29 June 2020 respectively (the “**Existing Indentures**”) between, among others, the Issuer, Virgin Media Finance PLC, Virgin Media Inc., Virgin Media Investment Holdings Limited, the subsidiary guarantors named therein, and the trustee named therein;
 - (b) the £600,000,000 term loan facility made available under the additional facility S accession deed dated 24 September 2020 between, among others, VMED O2 UK Financing I plc as additional facility S lender, VMED O2 UK Holdco 4 Limited as borrower and the Facility Agent (“**Facility S**”), the €950,000,000 term loan facility made available under the additional facility T accession deed dated 24 September 2020 between, among others, VMED O2 UK Financing I plc as additional facility T lender, VMED O2 UK Holdco 4 Limited as borrower and the Facility Agent (“**Facility T**”) and the \$1,350,000,000 term loan facility made available under the additional facility U accession deed dated 24 September 2020 between, among others, VMED O2 UK Financing I plc as additional facility (“**Facility U**” and together with Facility S and Facility T, the “**Existing Additional Facilities**”);
 - (c) the group intercreditor deed, dated 3 March 2006, as from time to time amended, varied, novated or supplemented (the “**Group Intercreditor Deed**”) between

the Security Trustee and the borrowers, guarantors, lenders, financial institutions, intergroup debtors and intergroup creditors party thereto;

- (d) a senior facilities agreement between Virgin Media Finance PLC as Parent, Virgin Media Investment Holdings Limited, Virgin Media Limited, Virgin Media Wholesale Limited, VMIH Sub Limited, Virgin Media SFA Finance Limited, Virgin Media Bristol LLC as Original Borrowers and Original Guarantors, Credit Suisse AG, London Branch as Global Coordinator, Credit Suisse AG, London Branch, Banc of America Securities Limited, Barclays Bank PLC, BNP Paribas Fortis SA/NV and Deutsche Bank AG, London Branch as Bookrunners and Mandated Lead Arrangers, The Bank of Nova Scotia (as successor to Credit Suisse AG, London Branch and Credit Suisse AG, Cayman Islands Branch) as Facility Agent (the “**Facility Agent**”), Deutsche Bank AG, London Branch as Security Trustee and the financial institutions listed therein as the Lenders, dated 7 June 2013 as amended by way of amendment letters dated 14 June 2013 and 17 July 2015 and amended and restated on 30 July 2015, 16 December 2016, 19 April 2017, 22 February 2018 and 9 December 2019 (the “**SFA**”);
 - (e) the £675 million term loan facility (“**Facility V**”) made available under the additional facility V accession deed dated on or around the date of this Deed between, among others, VMED O2 UK Financing I plc as additional facility V lender, VMED O2 UK Holdco 4 Limited as borrower and the Facility Agent (the “**Additional Facility V Accession Deed**”);
 - (f) the \$850 million term loan facility (“**Facility W** and together with Facility V, the “**New Additional Facilities**”) made available under the additional facility W accession deed dated on or around the date of this Deed between, among others, VMED O2 UK Financing I plc as additional facility W lender, VMED O2 UK Holdco 4 Limited as borrower and the Facility Agent (the “**Additional Facility W Accession Deed**” and, together with the Additional Facility V Accession Deed, the “**New Additional Facility Accession Deeds**”); and
 - (g) the security documents listed in Schedule C hereto (the “**Security Documents**”).
- (B) Each Confirming Party is a party to the Existing Indentures, the Existing Additional Facilities, the SFA, the Group Intercreditor Deed and/or one or more of the Security Documents, as applicable.
- (C) Each Confirming Party has realised, and continues to realise, substantial direct and indirect benefits as a result of the SFA, the Existing Notes, the Existing Indentures and the Existing Additional Facilities continuing to be effective and the consummation of the transactions contemplated thereby.
- (D) Each Confirming Party expects to realise substantial direct and indirect benefits as a result of the New Additional Facilities being made available and the consummation of the transactions contemplated thereby.

IT IS AGREED as follows:

1. DEFINITIONS

1.1 Capitalised terms, unless otherwise specified herein, shall have the meanings ascribed to them in the Group Intercreditor Deed, the Composite Debenture, the Blocked Account Charge, the VM Finance Charge over Shares or the Assignment of Loans (as applicable) (each as defined below), with all the necessary modifications as if they were set out in full in this Deed.

1.2 In this Deed:

“Assignment of Loans” means the assignment of loans dated 15 April 2010 granted by Virgin Media Finance PLC in favour of Deutsche Bank AG, London Branch as Security Trustee;

“Blocked Account Charge” means the blocked account charge dated 9 February 2010 granted by Virgin Media Investment Holdings Limited as Chargor in favour of Deutsche Bank AG, London Branch as Security Trustee;

“Composite Debenture” means the composite debenture dated 29 June 2010 provided by each of the Obligors listed therein in favour of Deutsche Bank AG, London Branch as Security Trustee;

“English Charged Land” means, in respect of each Confirming Party, the English Real Property specified in Schedule D (*English Charged Land*) next to the name of such Confirming Party; and

“VM Finance Charge over Shares” means the charge over shares dated 15 April 2010 granted by Virgin Media Finance PLC as Chargor in favour of Deutsche Bank AG, London Branch as Security Trustee.

“VMED O2 UK Holdco 3 Receivables Pledge” means the receivables pledge agreement dated 26 May 2021 between VMED O2 UK Holdco 3 Limited as the chargor and Deutsche Bank AG, London Branch as the Security Trustee.

“VMED O2 UK Holdco 3 Share Pledge” means the security over shares dated 26 May 2021 between VMED O2 UK Holdco 3 Limited as the chargor and Deutsche Bank AG, London Branch as the Security Trustee.

2. INTERPRETATION

- 2.1 Clause, schedule and paragraph headings are inserted for convenience only and shall not affect the interpretation of this Deed.
- 2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.3 The schedules to this Deed form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the schedules.
- 2.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 2.5 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 2.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment shall apply for the purposes of this Deed to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
- 2.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 2.8 A reference to "this Deed" or to any other agreement or document referred to in this Deed is a reference to this Deed or such other document or agreement as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

3. CONFIRMATION

- 3.1 Each Confirming Party and the Additional Party hereby acknowledges and agrees to the incurrence of the New Additional Facilities provided under the New Additional Facility Accession Deeds and hereby confirms that each New Additional Facility being made available pursuant to the terms of the applicable New Additional Facility Accession Deed is permitted by and made in accordance with the terms of the Senior Finance Documents and confirms that all payment and performance obligations, contingent or otherwise, and undertakings arising under or in connection with its respective agreements, guarantees, pledges and grants of security, as applicable, under and subject to the terms of the security, the Group Intercreditor Deed and each Security Document to which it is party, and agrees that, notwithstanding the incurrence of the New Additional Facilities provided under the New Additional Facility Accession Deeds and the consummation of the transactions contemplated thereby, the pledges and grants of security given in connection with the Security Documents are in full force and effect and remain and shall hereafter continue to secure the "**Senior Liabilities**" (under and as defined in the Group Intercreditor Deed), as applicable.
- 3.2 Each Confirming Party confirms that its guarantee under the Existing Indentures and the SFA continues in full force and effect and on the terms of the Existing Indentures

and the SFA respectively, in each case, subject to any limitations set out in the SFA and/or the Existing Indentures. Each Confirming Party and the Additional Party further confirms that any Security created by it under the Security Documents extends to secure the liabilities under the New Additional Facilities, such liabilities having been designated New Senior Liabilities.

4. ACKNOWLEDGMENT

Each of the Confirming Parties and the Additional Party acknowledge and agree that:

- (a) the Finance Parties (as defined in the SFA), the Security Trustee and the lender under and in respect of each New Additional Facility are:
 - (i) **“Senior Finance Parties”** (under and as defined in the Group Intercreditor Deed); and
 - (ii) **“Beneficiaries”** (under and as defined in the Group Intercreditor Deed and each Security Document);
- (b) all obligations of the Confirming Parties and the Additional Party in respect of the New Additional Facilities provided under the New Additional Facility Accession Deeds are:
 - (i) **“New Senior Liabilities”** and **“Senior Liabilities”** (under and as defined in the Group Intercreditor Deed);
 - (ii) **“Designated Senior Liabilities”** (under and as defined in the HYD Intercreditor Agreement);
 - (iii) **“Secured Obligations”** (under and as defined in each Security Document and the Security Trust Agreement); and
- (c) the Security Trustee is and remains and shall hereafter be the **“Security Trustee”** (under and as defined in the Group Intercreditor Deed), and in each case, the designations in paragraphs (a), (b) and (c) above are permitted by and made in accordance with the terms of the Senior Finance Documents.

5. SECURITY

5.1 Creation of Security

The Parties consider that the Security created under the existing Security Documents secures payment of the Secured Obligations but create supplemental security under this Deed in case they do not.

5.2 General

- (a) All the security created under this Deed:
 - (i) is created in favour of the Security Trustee;

- (ii) is created over present and future assets of each Confirming Party and/or the Additional Party;
 - (iii) is security for the payment and satisfaction of all the Secured Obligations; and
 - (iv) save for Encumbrances enduring under the existing Security Documents, the existence of which are hereby acknowledged, is made with full title guarantee in accordance with the Law of Property (*Miscellaneous Provisions*) Act 1994 and, in the case of assets located in or governed by the laws of Scotland that are charged pursuant to Clause 5.11 (*Floating Charge*) of this Deed, with absolute warrandice.
- (b) The Security Trustee holds the benefit of this Deed on trust for the Senior Finance Parties.
- (c) All the security created under this Deed:
- (i) is created in case the security created by the existing Security Documents does not secure all of the Secured Obligations; and
 - (ii) is created in addition to and does not affect the security created by the existing Security Documents.
- (d) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the existing Security Document and the same asset or right is expressed to be assigned again under this Deed, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant security interest created by the existing Security Document ceases to have effect at a time when the assignment under Clause 5.7 (*Assignments*) of this Deed still has effect.

5.3 Fixed Charge

Each Confirming Party, as continuing security for the payment, discharge and performance of the Secured Obligations, hereby charges in favour of the Security Trustee to hold the same on trust for the Beneficiaries on the terms set out in the Group Intercreditor Deed and the Security Trust Agreement:

- (a) by way of eighteenth legal mortgage, all of the English Charged Land and all other Real Property now vested in any Confirming Party and the proceeds of sale of all or any part thereof;
- (b) by way of eighteenth fixed charge (but in the case of paragraphs (iii) and (iv) only if and to the extent the rights in question have not been effectively assigned pursuant to Clause 5.7 (*Assignments*) or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate Notice of Assignment):
 - (i) all estates or interests in any Real Property (whether such interests are freehold, leasehold or licenses) vested in, or acquired by, it now or after the date of this Deed and the proceeds of sale of all or any part thereof;

- (ii) to the extent not effectively charged pursuant to Clause 5.3(a) (*Fixed Charge*) or 5.3(b)(i) (*Fixed Charge*), all plant and machinery, equipment, computers, vehicles and other chattels (excluding any for the time being forming part of such Confirming Party's stock-in-trade or work in progress) now or in the future owned by such Confirming Party or (to the extent of such interest) in which the relevant Confirming Party has an interest and the benefit of all contracts and warranties relating to the same;
 - (iii) all Investments and all Related Rights now or in the future beneficially and/or legally owned by such Confirming Party;
 - (iv) all of its rights, title, interests and benefits in, to or in respect of the Insurances and all claims (and proceeds) and returns of premiums to which such Confirming Party is now or may at any future time become entitled;
 - (v) any interest, claim or entitlement of such Confirming Party in, to or in respect of any pension fund;
 - (vi) all the present and future goodwill of such Confirming Party (including all brand names not otherwise subject to a fixed charge or assignment under this Deed);
 - (vii) all of its rights, title, interests and benefits in, to or in respect of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the business of such Confirming Party or the use of any asset of such Confirming Party and the right to recover and receive all compensation which may at any time become payable to it in respect of any such licence;
 - (viii) all its present and future uncalled capital; and
 - (ix) all its present and future patents, registered trade marks and registered designs (if any) including applications for any of the same in any part of the world and including, without limitation, the patents, registered designs and trade marks specified in each existing Security Document; and
- (c) by way of eighteenth fixed charge, all of the English Charged Land.

5.4 VM Finance Charge over Shares

Virgin Media Finance PLC, as continuing security for the payment, discharge and performance of the Secured Obligations, hereby charges in favour of the Security Trustee to hold the same on trust for the Beneficiaries on the terms set out in the Group Intercreditor Deed and the Security Trust Agreement:

- (a) by way of eighteenth legal mortgage, all its rights, title and interest in and to the Shares (as defined in the VM Finance Charge over Shares) following a transfer

to the Security Trustee or its nominee or agent pursuant to clause 7.2 (*Transfer of Secured Property*) under the VM Finance Charge over Shares; and

- (b) by way of eighteenth equitable charge, all its rights, title and interest in and to the Shares (as defined in the VM Finance Charge over Shares) (until the Shares are transferred to the Security Trustee or its nominee or agent pursuant to clause 7.2 (*Transfer of Secured Property*) of the VM Finance Charge over Shares).

5.5 VMED O2 UK Holdco 3 Share Pledge

VMED O2 UK Holdco 3 Limited, as continuing security for the payment, discharge and performance of the Secured Obligations, hereby charges in favour of the Security Trustee to hold the same on trust for the Beneficiaries on the terms set out in the Group Intercreditor Deed and the Security Trust Agreement by way of second fixed charge, all its rights, title and interest in and to the Investments (as defined in the VMED O2 UK Holdco 3 Share Pledge).

5.6 VMED O2 UK Holdco 3 Receivables Pledge

- (a) Subject to Clause 5.6(b) (*VMED O2 UK Holdco 3 Receivables Pledge*) below, VMED O2 UK Holdco 3 Limited, hereby charges and assigns absolutely as continuing security for the payment, discharge and performance of the Secured Obligations, in favour of the Security Trustee to hold the same on trust for the Beneficiaries on the terms set out in the Group Intercreditor Deed and the Security Trust Agreement, all its rights, title and interest in and to the Receivables and Relevant Contracts (each as defined in the VMED O2 UK Holdco 3 Receivables Pledge).
- (b) To the extent that a right or asset has been assigned by VMED O2 UK Holdco 3 Limited under the VMED O2 UK Holdco 3 Receivables Pledge and VMED O2 UK Holdco 3 Limited purports to assign the same asset or right under this Deed, such assignment will instead take effect as a charge over VMED O2 UK Holdco 3 Limited's remaining rights in respect of the relevant asset or right and will only take effect as an assignment if the assignment created by the VMED O2 UK Holdco 3 Receivables Pledge has no, or ceases to have, effect.

5.7 Assignments

Subject to Clause 5.10 (*Non-Assignable Rights*), each relevant Confirming Party hereby assigns absolutely by way of continuing security for the payment and discharge of the Secured Obligations to the Security Trustee:

- (a) all its present and future rights, title, benefit and interests under and in respect of the Intercompany Indebtedness (as defined in the Assignment of Loans) and any other amounts payable in respect thereof, including under any other loan agreements from time to time entered into by the relevant Confirming Party;
- (b) all of its rights, title, interests and benefits in, to or in respect of the Insurances (including all proceeds) and all claims and returns of premiums in respect thereof to which the relevant Confirming Party is now or may at any future time become entitled; and

- (c) to the extent not charged under the provisions of Clause 5.3(b) (*Fixed Charge*) all of its present and future Intellectual Property Rights.

5.8 Blocked Account Charge

Subject to Clause 5.10 (*Non-Assignable Rights*), Virgin Media Investment Holdings Limited hereby assigns absolutely by way of continuing security for the payment and discharge of the Secured Obligations to the Security Trustee all its rights, title and interest in the Deposit (as defined in the Blocked Account Charge).

5.9 Assignment of Loans

Subject to Clause 5.10 (*Non-Assignable Rights*), Virgin Media Finance PLC hereby assigns absolutely by way of continuing security for the payment and discharge of the Secured Obligations to the Security Trustee the Assigned Rights (as defined in the Assignment of Loans).

5.10 Non-Assignable Rights

Each Confirming Party declares that to the extent that any right, title, interest or benefit described in Clause 5.7 (*Assignments*), 5.8 (*Blocked Account Charge*) and 5.9 (*Assignment of Loans*) is for any reason not effectively assigned pursuant to such provision for whatever reason, the relevant Confirming Party shall hold the benefit of the same on trust for the Security Trustee as security for the payment and discharge of the Secured Obligations.

5.11 Floating Charge

Each Confirming Party hereby charges to the Security Trustee by way of eighteenth floating charge and as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of fixed charge or assigned pursuant to Clauses 5.3 (*Fixed Charge*) and 5.7 (*Assignments*) and including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland (together, the “**Floating Charge Assets**”), provided that, for the avoidance of doubt, the floating charge shall not attach to any plant or machinery, or any interest therein, which is the subject of a lease where the title thereto vests in the relevant lessor and not such Confirming Party. The parties to this Deed agree that the floating charge created by this Clause 5.11 (*Floating Charge*) is a qualifying floating charge for the purposes of paragraph 14 of schedule B1 to the Insolvency Act 1986.

5.12 Automatic Conversion of Floating Charge

Notwithstanding anything expressed or implied in this Deed, if:

- (a) any Confirming Party creates or attempts to create any other Encumbrance over all or any of the Floating Charge Assets without the prior consent in writing of the Security Trustee or otherwise as permitted by the Senior Finance Documents;

- (b) any person levies or attempts to levy any distress, execution, sequestration or other process against any of the Charged Assets or takes any steps to enforce any rights against any of the Floating Charge Assets; or
- (c) any meeting of the members of any Confirming Party is convened to consider a resolution to wind up such Confirming Party or a petition is presented or application made to wind up any Confirming Party,

the floating charge created by Clause 5.11 (*Floating Charge*) over the property or asset concerned shall thereupon automatically without notice be converted into a fixed charge. Nothing in this Clause 5.12 shall cause the floating charge created by Clause 5.11 (*Floating Charge*) to crystallise solely because a moratorium has been obtained by any person in relation to any Confirming Party or any person has taken any steps with a view to obtaining a moratorium in relation to any Confirming Party under Section 1A and Schedule A1 of the Insolvency Act 1986.

5.13 Conversion of Floating Charge by Notice

Notwithstanding anything expressed or implied in this Deed, the Security Trustee shall be entitled at any time by giving notice in writing to that effect to the relevant Confirming Parties to convert the floating charge over all or any part of the Floating Charge Assets into a fixed charge if and to the extent that the Security Trustee reasonably considers the assets specified in such notice may be in danger of being seized or sold under or pursuant to any form of distress or execution, or may otherwise be in jeopardy or the Security Trustee otherwise considers (acting reasonably) such conversion to be necessary or desirable to protect the priority of the Security.

5.14 No New Security Interest

Notwithstanding anything to the contrary in this Deed, the security interests created by this Deed shall not extend to any asset (whether present or future) which is not the subject of a charge or an assignment (or purported to be so subject) by the relevant Confirming Party or the Additional Party pursuant to an existing Security Document (excluding, for the avoidance of doubt, this Deed).

5.15 PSC Register

- (a) As at the date of this Deed, each Confirming Party has not issued and does not intend to issue any warning notice or restrictions notice in respect of any shares which constitute Security under the Security Documents and this Deed.
- (b) As at the date of this Deed, each Confirming Party and the Additional Party has not received any warning notice or restrictions notice from any company incorporated in the United Kingdom in respect of any shares which constitute Security under the Security Documents and this Deed.
- (c) Each Confirming Party and the Additional Party shall promptly, following the issuance, or its receipt, of any warning notice or restrictions notice in respect of any shares which constitute Security under the Security Documents and this Deed:

- (i) notify the Security Trustee of any such warning notice or restrictions notice; and
 - (ii) provide to the Security Trustee a copy of any such warning notice or restrictions notice.
- (d) For the purposes of withdrawing any restrictions notice or for any application (or similar) to the court under Schedule 1B of the Companies Act 2006, each Confirming Party and the Additional Party shall cooperate with the Security Trustee as it may reasonably request in respect of any shares which constitute Security under the Security Documents and this Deed and provide the Security Trustee with all information, documents and evidence that it may reasonably request in connection with the same.

For the purposes of this paragraph 5.15 (*PSC Register*), the terms “warning notice” and “restrictions notice” shall each take the meaning as given to them in Schedule 1B of the Companies Act 2006.

6. H.M. LAND REGISTRY

Each Confirming Party consents to a restriction in the following terms being entered into on the Register of Title relating to any assets charged under Clause 5.3(a) (*Fixed Charge*) registered at H.M. Land Registry:

“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of [●] referred to in the charges register or their conveyancer.”

7. OTHER PROVISIONS

- (a) (In respect of (i) the fixed charges and legal mortgages created under Clause 5.3 (*Fixed Charge*), (ii) the assignments pursuant to Clause 5.7 (*Assignments*) and (iii) the floating charges created by clause 5.11 (*Floating Charge*)), clause 2 (*Secured Obligations*), clause 3.7 (*Scotland*) to clause 3.14 (*Rule 3-16 Limitation*), clause 4 (*Set-off*) to clause 17.2 (*Remedies Cumulative*) and clause 17.4 to clause 18 (*Notices*) of the Composite Debenture;
- (b) (in respect of the assignment created pursuant to clause 5.8 (*Blocked Account Charge*)), clauses 4 (*Notices and Acknowledgements of Charge*), 6 (*Deposits*) to 17 (*Notices*) (inclusive) of the Blocked Account Charge;
- (c) (in respect of the third legal mortgage created pursuant to clause 5.4(a) (*VM Finance Charge over Shares*) and the third equitable charge created pursuant to clause 5.4(b) (*VM Finance Charge over Shares*)), clauses 3.2 (*Dividends and Voting Rights*) to 16 (*Notices*) (inclusive) of the VM Finance Charge over Shares;
- (d) (in respect of the eighteenth legal mortgage created pursuant to clause 5.5(a) (*VMED O2 UK Holdco 3 Share Pledge*) and the eighteenth equitable charge created pursuant to clause 5.5(b) (*VMED O2 UK Holdco 3 Share Pledge*)),

clauses 3 (*Restrictions on Dealings*) to 17 (*Limited Recourse*) of the VMED O2 UK Holdco 3 Share Pledge;

- (e) (in respect of the eighteenth legal mortgage created pursuant to clause 5.6(a) (*VMED O2 UK Holdco 3 Receivables Pledge*) and the eighteenth equitable charge created pursuant to clause 5.6(b) (*VMED O2 UK Holdco 3 Receivables Pledge*)), clauses 3 (*Restrictions on Dealings*) to 16 (*Limited Recourse*) of the VMED O2 UK Holdco 3 Receivables Pledge; and
- (f) (in respect of the assignment created pursuant to clause 5.9 (*Assignment of Loans*)), clauses 3.2 (*Non-Assignable Rights*) to 16 (*Notices and other matters*) (inclusive) of the Assignment of Loans,

are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed provided that to the extent a Confirming Party or the Additional Party (as applicable) is required to perform an obligation as a result of this Clause 7 and the equivalent obligation under the Composite Debenture, the Blocked Account Charge, the VM Finance Charge over Shares, the VMED O2 UK Holdco 3 Share Pledge, the VMED O2 UK Holdco 3 Receivables Pledge or the Assignment of Loans (as appropriate) with respect to the Security created thereunder has been performed, discharged or waived, the relevant obligation under this Deed shall be deemed to have been performed, discharged or waived (as the case may be) to the same extent.

8. SENIOR FINANCE DOCUMENT

This Deed and each New Additional Facility Accession Deed is a “**Senior Finance Document**” (under and as defined in the Group Intercreditor Deed) and this Deed shall be a “**Security Document**” for the purposes of the SFA and the Group Intercreditor Deed.

9. RATIFICATION OF SECURITY DOCUMENTS

Each Confirming Party and the Additional Party hereby ratifies and confirms the security created under each of the existing Security Documents to which it is a party on the terms of this Deed.

10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

Each of the Senior Finance Parties may rely on the terms of this Deed. Save as expressly provided otherwise in the preceding sentence, a person who is not party to this Deed may not rely on it and the terms under the Contracts (Rights of Third Parties) Act 1999 are excluded. The parties to this Deed may amend this Deed in writing without the consent of any person that is not a party.

11. SEVERABILITY

If any one or more of the provisions of this Deed shall for any reason whatsoever be held invalid, then such provisions shall be deemed severable from the remaining provisions of this Deed and shall in no way affect the validity or enforceability of such other provisions.

12. EFFECT AS A DEED

This document is intended to take effect as a Deed notwithstanding the fact that the parties may have executed it under hand only.

13. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Deed, and all of those counterparts taken together will be deemed to constitute one and the same instrument.

14. GOVERNING LAW

- (a) This Deed and any non-contractual obligations arising out of or in connection with this Deed are governed by and shall be construed in accordance with English law.
- (b) The provisions of clause 29 (*Jurisdiction*) of the Group Intercreditor Deed shall be deemed to be incorporated in this Deed in full, mutatis mutandis, save that references to “the Obligors, the Additional Senior Finance Parties and the Intergroup Creditors” (or any of them) shall be construed as references to the parties to this Deed.

15. FURTHER ASSURANCE

Each Confirming Party and Additional Party agrees that it shall promptly, upon the reasonable request of the Security Trustee, execute and deliver at its own expense any document and do any act or thing in order to confirm or establish the validity and enforceability of this Deed.

IN WITNESS WHEREOF this Deed has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE A

Confirming Parties

VIRGIN MEDIA FINANCE PLC
VIRGIN MEDIA INVESTMENTS LIMITED
VIRGIN MEDIA INVESTMENT HOLDINGS LIMITED
VIRGIN MEDIA LIMITED
VIRGIN MEDIA PAYMENTS LTD
VIRGIN MEDIA SFA FINANCE LIMITED
VIRGIN MEDIA SECURED FINANCE PLC
VIRGIN MEDIA SENIOR INVESTMENTS LIMITED
VIRGIN MOBILE TELECOMS LIMITED
VIRGIN MEDIA WHOLESALE LIMITED
VIRGIN MEDIA BUSINESS LIMITED
GENERAL CABLE LIMITED
VIRGIN MEDIA OPERATIONS LIMITED

SCHEDULE B

Additional Party

VMED O2 UK HOLDCO 3 LIMITED

SCHEDULE C

English Security Documents

1. Composite Debenture dated 19 January 2010 by each of the Obligors listed therein in favour of Deutsche Bank AG, London Branch as Security Trustee.
2. Blocked Account Charge dated 9 February 2010 granted by Virgin Media Investment Holdings Limited as Chargor in favour of Deutsche Bank AG, London Branch as Security Trustee.
3. Composite Debenture dated 15 April 2010 by Virgin Media SFA Finance Limited in favour of Deutsche Bank AG, London Branch as Security Trustee.
4. Charge over Shares dated 15 April 2010 granted by Virgin Media Finance PLC as Chargor in favour of Deutsche Bank AG, London Branch as Security Trustee.
5. Assignment of loans dated 15 April 2010 granted by Virgin Media Finance PLC in favour of Deutsche Bank AG, London Branch as Security Trustee.
6. Composite Debenture dated 29 June 2010 by each of the Obligors listed therein in favour of Deutsche Bank AG, London Branch as Security Trustee.
7. Composite Debenture dated 15 September 2016 between Virgin Media Senior Investments Limited and Deutsche Bank AG, London Branch as Security Trustee.
8. Debenture dated 29 November 2018 between Virgin Media Operations Limited as the original chargor and Deutsche Bank AG, London Branch as Security Trustee.
9. Security over shares dated 26 May 2021 between VMED O2 UK Holdco 3 Limited as the chargor and Deutsche Bank AG, London Branch as the Security Trustee.
10. Receivables Pledge Agreement dated 26 May 2021 between VMED O2 UK Holdco 3 Limited as the chargor and Deutsche Bank AG, London Branch as the Security Trustee.

SCHEDULE D

ENGLISH CHARGED LAND

NAME OF CHARGOR	ADDRESS	FREEHOLD/LEASEHOLD	TITLE NUMBER	TERM (IF LEASEHOLD)	DATE OF LEASE (IF LEASEHOLD)
Virgin Media Limited	Unit 8, Westwood Business Centre, Featherstall Road, South Oldham, OL9 6HN	Leasehold	To be allocated by land registry	15 years from 03/11/2019	08 January 2020
Virgin Media Limited	Unit 1, Milton Court, Horsfield Way, Bredbury Park Industrial Estate, Stockport, SK6 2TD	Leasehold	To be allocated by the land registry	05/09/2019 to 04/09/2034	2 September 2020
Virgin Media Limited	Beeline House, 51-67 Farwig Lane, Bromley, BR1 3RE	Leasehold	SGL718695	18/08/2010 to 17/08/2060	18 August 2010
Virgin Media Limited	Virgin, Dewsbury Road, Fenton Industrial Estate, Stoke-On- Trent, ST4 2TE	Leasehold	SF566320	18/08/2010 to 17/08/2060	18 August 2010
Virgin Media Limited	Unit 1, Kingsfield Business Park, Gladstone Road, Northampton, NN5 7PP	Leasehold	NN301339	18/08/2010 to 17/08/2060	18 August 2010
Virgin Media Limited	Unit 1, Chequers Lane, Derby, DE21 6AW	Leasehold	To be allocated by the land registry	15 years from and including 12 July 2020	11 August 2020

Executed as a deed by **VIRGIN MEDIA FINANCE PLC** acting by

By: REDACTED
Name: Gregor McNeil
Title: Director

By: REDACTED
Name: Caroline Withers
Title: Director

Executed as a deed by **VIRGIN MEDIA INVESTMENT HOLDINGS LIMITED** acting by

By: **REDACTED**

Name: Gregor McNeil

Title: Director

By: **REDACTED**

Name: Caroline Withers

Title: Director

Executed as a deed by **VIRGIN MEDIA SFA FINANCE LIMITED** acting by

REDACTED

By: _____

Name: Gregor McNeil

Title: Director

By: _____

Name: Caroline Withers

Title: Director

Executed as a deed by **VIRGIN MEDIA SENIOR INVESTMENTS LIMITED**

REDACTED

By: _____

Name: Gregor McNeil

Title: Director

By: **REDACTED** _____

Name: Caroline Withers

Title: Director

Executed as a deed by **VIRGIN MEDIA LIMITED** acting by

REDACTED

By: _____

Name: Gregor McNeil

Title: Director

By: REDACTED

Name: Caroline Withers

Title: Director

Executed as a deed by **VIRGIN MEDIA WHOLESALE LIMITED** acting by
REDACTED

By: _____
Name: Gregor McNeil
Title: Director

By: REDACTED

Name: Caroline Withers
Title: Director

Executed as a deed by **VIRGIN MEDIA SECURED FINANCE PLC** acting by
REDACTED

By: _____

Name: Gregor McNeil

Title: Director

By: _____
REDACTED

Name: Caroline Withers

Title: Director

Executed as a deed by **VIRGIN MEDIA INVESTMENTS LIMITED** acting by
REDACTED

By: _____

Name: Gregor McNeil

Title: Director

By: _____
REDACTED

Name: Caroline Withers

Title: Director

Executed as a deed by **VIRGIN MEDIA PAYMENTS LTD** acting by
REDACTED

By: _____
Name: Gregor McNeil
Title: Director

By: **REDACTED** _____
Name: Caroline Withers
Title: Director

Executed as a deed by **VIRGIN MOBILE TELECOMS LIMITED** acting by
REDACTED

By: _____

Name: Gregor McNeil

Title: Director

By: **REDACTED** _____

Name: Caroline Withers

Title: Director

Executed as a deed by **VIRGIN MEDIA BUSINESS LIMITED** acting by
REDACTED

By: _____

Name: Gregor McNeil

Title: Director

By: _____

Name: Caroline Withers

Title: Director

Executed as a deed by **VIRGIN MEDIA OPERATIONS LIMITED** acting by
REDACTED

By: _____
Name: Gregor McNeil
Title: Director

By: **REDACTED** _____
Name: Caroline Withers
Title: Director

Executed as a deed by **GENERAL CABLE LIMITED** acting by
REDACTED

By: _____
Name: Gregor McNeil
Title: Director

By: **REDACTED** _____
Name: Caroline Withers
Title: Director

Executed as a deed by **VMED 02 UK HOLDCO 3 LIMITED** acting by
REDACTED

By: _____

Name: Gregor McNeil

Title: Director

By: REDACTED

Name: Caroline Withers

Title: Director

Executed as a deed by

DEUTSCHE BANK AG, LONDON BRANCH (as Security Trustee)

By:  REDACTED


Name: **Paul Gaines**

Title: **Assistant Vice President**

By: _____

Name:

Title:

 REDACTED

Craig Hoepfl

Vice President