
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): December 31, 2016

Liberty Global plc
(Exact Name of Registrant as Specified in Charter)

England and Wales
(State or other jurisdiction
of incorporation)

001-35961
(Commission File Number)

98-1112770
(IRS Employer
Identification #)

**Griffin House, 161 Hammersmith Rd, London, United Kingdom
W6 8BS**
(Address of Principal Executive Office)

+44.208.483.6449 or 303.220.6600
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On February 15, 2016, Liberty Global Europe Holding B.V., a corporation organized under the laws of the Netherlands and a wholly-owned subsidiary of Liberty Global plc (“Liberty Global”), and Vodafone International Holdings B.V., a corporation organized under the laws of the Netherlands and a wholly-owned subsidiary of Vodafone Group plc (“Vodafone”), agreed to form a 50:50 joint venture, pursuant to a Contribution and Transfer Agreement (the “Contribution Agreement”). The joint venture combines Liberty Global’s broadband communications business in the Netherlands, Ziggo Group Holding B.V. (“Ziggo Group Holding”) and its subsidiaries, including Liberty Global Netherlands Content B.V. (“Ziggo Sport”), with Vodafone’s mobile businesses in the Netherlands, creating a national unified communications provider in the Netherlands with complementary strengths across video, broadband, mobile and B2B services.

The Contribution Agreement was originally filed on Form 8-K with the SEC on February 18, 2016. In connection with the closing of the joint venture transaction on December 31, 2016, Liberty Global and Vodafone amended and restated the Contribution Agreement (the “Amended and Restated Contribution Agreement”) to memorialize certain technical amendments to the Contribution Agreement, including amendments to the calculation of the completion accounts to reflect, among other things, the disposition of the Vodafone Netherlands’ consumer fixed-line business.

In addition, on December 31, 2016, Liberty Global and Vodafone entered into a shareholders agreement (the “Shareholders Agreement”) in respect of the joint venture company, with VodafoneZiggo Group Holding B.V. (“the Dutch JV”). Each of Liberty Global and Vodafone (each a “Shareholder”) holds 50% of the issued share capital of the Dutch JV.

The Shareholders Agreement contains customary provisions for the governance of a 50:50 joint venture, including regarding decision making, access to information, dividend policy, restrictions on transfer of interests in the Dutch JV and exit arrangements, and covenants restricting the Shareholders from competing with the Dutch JV.

The supervisory board of the Dutch JV is comprised of up to eight members, with three appointed by each of Liberty Global and Vodafone and up to two appointed upon the nomination of the works councils of the contributed businesses in accordance with Dutch law. The chairman of the supervisory board will rotate on an annual basis between a member appointed by each respective Shareholder group.

Except for Reserved Matters (described below), matters put before the supervisory board require the approval of two-thirds of the directors present and by at least two directors appointed by each Shareholder. Certain decisions, referred to as “Reserved Matters,” require the approval of both Shareholders, either directly or through their designees to the supervisory board, including:

- changes in the constituent documents, capital, executive management or branding of the Dutch JV;
- passing a resolution to effect a merger or demerger of the Dutch JV;
- approval of the business plan of the Dutch JV;
- certain related-party transactions; and
- certain other material business, investing and financing decisions of the Dutch JV.

If the Shareholders fail to agree on any Reserved Matter at two consecutive supervisory board meetings, the matter must be escalated to a process for ultimate resolution between the CEO of Liberty Global and the CEO of Vodafone. If the deadlock is not resolved, the disputed proposal shall not proceed and may not be proposed again until at least six months after the deadlock resolution process has expired.

The Shareholders agreed to a dividend policy requiring the Dutch JV to distribute all unrestricted cash on its balance sheet every two months, subject to maintaining a minimum amount of cash and complying with the terms of its financing arrangements. The Shareholders Agreement provides that the Dutch JV will be managed with a leverage ratio of between 4.5 and 5 times EBITDA (as calculated pursuant to its existing financing arrangements) with the Dutch JV undertaking periodic recapitalizations and/or refinancings accordingly.

Each Shareholder has the right to initiate an initial public offering (“IPO”) of the Dutch JV after the third anniversary of the closing, with the opportunity for the other Shareholder to sell shares in the IPO on a pro rata basis. Subject to certain exceptions, the Shareholders Agreement prohibits transfers of interests in the Dutch JV to third parties until the fourth anniversary of the closing. After the fourth anniversary, each Shareholder will be able to initiate a sale of all of its interest in the Dutch JV to a third party and, under certain circumstances, initiate a sale of the entire Dutch JV; subject, in each case, to a right of first offer in favor of the other Shareholder. In the event of the insolvency of either Shareholder, the other Shareholder will have the right to purchase the shares of the insolvent Shareholder in the Dutch JV for a fully distributed market value. The

insolvency of a Shareholder, or the breach by a Shareholder of the transfer restrictions, may also result in a suspension of the rights (including with respect to dividends and voting) attached to its shares in the Dutch JV.

The Shareholders Agreement provides that neither Shareholder may engage in a prescribed scope of telecommunications services in the Netherlands for the time during which it is a Shareholder in the Dutch JV and for a fixed period thereafter. The non-compete arrangements are subject to various exceptions, and in respect of certain of these, the Shareholders are required to offer the relevant telecommunications services to the Dutch JV on terms that are at least as favorable as those offered to third parties. Liberty Global and Vodafone have also agreed to a customary non-solicitation covenant in relation to the employees of the Dutch JV and its subsidiaries.

The foregoing descriptions of the Amended and Restated Contribution Agreement and the Shareholders Agreement and the transactions contemplated thereby is not complete and is subject to and qualified in its entirety by reference to the Amended and Restated Contribution Agreement and the Shareholders Agreement, copies of which are attached hereto as Exhibits 10.1 and 10.2, respectively, and the terms of which are incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

As described above, on December 31, 2016, pursuant to the Amended and Restated Contribution Agreement, Liberty Global contributed Ziggo Group Holding to the Dutch JV. This Current Report on Form 8-K includes, as an exhibit hereto, the pro forma financial information of Liberty Global giving effect to the effective partial disposition of Ziggo Group Holding as of and for the required periods.

Item 9.01 Financial Statements and Exhibits.

(b) Pro forma financial information

The following unaudited pro forma financial information of Liberty Global plc is filed as Exhibit 99.1 attached hereto:

Unaudited Condensed Consolidated Pro Forma Balance Sheet as of September 30, 2016

Unaudited Condensed Consolidated Pro Forma Statement of Operations for the nine months ended September 30, 2016

Unaudited Condensed Consolidated Pro Forma Statement of Operations for the year ended December 31, 2015

Notes to Unaudited Condensed Consolidated Pro Forma Financial Statements

(d) Exhibits.

<u>Exhibit No.</u>	<u>Name</u>
10.1	Amended and Restated Contribution and Transfer Agreement, by and among, Liberty Global Europe Holding BV, Liberty Global plc, Vodafone International Holdings BV, Vodafone Group Plc and Lynx Global Europe II BV.
10.2	Shareholders' Agreement, by and among, Vodafone International Holdings BV, Vodafone Group Plc, Liberty Global Europe Holding BV, Liberty Global plc and Lynx Global Europe II BV.
99.1	Liberty Global plc unaudited condensed consolidated pro forma financial statements

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

LIBERTY GLOBAL PLC

By: /s/ RANDY L. LAZZELL

Randy L. Lazzell

Vice President

Date: January 6, 2017

DATED 21 July 2016
as amended and restated on ____ December 2016

LIBERTY GLOBAL EUROPE HOLDING B.V.

and

LIBERTY GLOBAL PLC

and

VODAFONE INTERNATIONAL HOLDINGS B.V.

and

VODAFONE GROUP PLC

and

LYNX GLOBAL EUROPE II B.V.

(to be renamed VodafoneZiggo Group Holding B.V.)

CONTRIBUTION AND TRANSFER AGREEMENT

relating to the contribution and/or transfer of
shares in Ziggo Group Holding B.V. and Vodafone Libertel B.V.
to Lynx Global Europe II B.V.
and the formation of the Netherlands joint venture

Slaughter and May
One Bunhill Row
London EC1Y 8YY
541440519

CONTENTS

Page

1.Interpretation	6
2.Sale and purchase and contribution and/or transfer	28
3.Estimated Vodafone Equalisation Consideration	30
4.Conditions	31
5.Conduct of business before Completion	33
6.Pre-Completion Steps	40
7.Post-Completion reorganisation	43
8.Recapitalisation	43
9.Completion	44
10.Sellers' Warranties	47
11.Purchaser's warranties and undertakings	53
12.Remedies and Seller's limitations on liability	53
13.KPN Litigation	54
14.Intrum Justitia Litigation	55
15.Intellectual Property and Business Information	56
16.Tax	59
17.Sellers' liability	60
18.Seller Guarantees	61
19.Effect of Completion	61
20.Remedies and waivers	62
21.No double recovery	62
22.Assignment	62

23.Further assurance	62
24.Entire agreement	63
25.Notices	63
26.Announcements	65
27.Confidentiality	66
28.Costs and expenses	67
29.Payments	67
30.Counterparts	68
31.Invalidity	68
32.Contracts (Rights of Third Parties) Act 1999	69
33.Choice of governing law	69
34.Jurisdiction	69
35.Language	70

SCHEDULES AND ATTACHMENTS

Schedule 1 (Conditions to Completion)	71
Schedule 2 (Completion arrangements)	72
Schedule 3 (Warranties)	75
Schedule 4 (Limitations on the Sellers' liability)	95
Schedule 5 (Conduct of business before Completion)	101
Schedule 6 (Intentionally left blank)	104
Schedule 7 (Liberty Global Pre-Completion Reorganisation)	105
Schedule 8 (Vodafone Pre-Completion Reorganisation)	106
Schedule 9 (Derivatives)	108
Schedule 10 (Post-Completion Financial Adjustments)	111

[Schedule 11 \(Financial Adjustments: Amounts\)](#)¹²⁷

[Attachment 1 Part A \(Basic information about the Target Companies\)](#)¹³²

[Attachment 1 Part B \(Basic information about the Subsidiaries\)](#)¹³⁵

[Attachment 2 \(Relevant Properties\)](#)¹⁷²

[Attachment 3 \(Liberty Global Steps Plan\)](#)¹⁷⁴

[Attachment 4 \(Agreed Shared Integration Costs\)](#)¹⁷⁵

THIS AGREEMENT is made on 21 July 2016, as amended and restated on ____ December 2016.

PARTIES:

1. **Liberty Global Europe Holding B.V.**, whose corporate seat is at Boeing Avenue 53, 1119 PE Schiphol-Rijk, The Netherlands (registered with the Dutch Chamber of Commerce No. 34359572) ("**Liberty Global**");
2. **Liberty Global plc**, whose registered office is at Griffin House, 161 Hammersmith Road, London, United Kingdom, W6 8BS (registered in England with No. 08379990) (the "**Liberty Global Guarantor**");
3. **Vodafone International Holdings B.V.**, whose corporate seat is Rotterdam, The Netherlands, having its office address at Rivium Quadrant 173, 2909 LC Capelle aan den IJssel, The Netherlands (registered with the Dutch Chamber of Commerce No. 24235177) ("**Vodafone**", with each of Liberty Global and Vodafone being a "**Seller**" and, together, the "**Sellers**");
4. **Vodafone Group Plc**, whose registered office is at Vodafone House, The Connection, Newbury, Berkshire RG14 2FN, United Kingdom (registered in England with No. 01833679) (the "**Vodafone Guarantor**", with each of the Liberty Global Guarantor and the Vodafone Guarantor being a "**Guarantor**" and, together, the "**Guarantors**"); and
5. **Lynx Global Europe II B.V.**, (to be renamed VodafoneZiggo Group Holding B.V.) whose corporate seat is at Boeing Avenue 53, 1119 PE Schiphol-Rijk, The Netherlands (registered with the Dutch Chamber of Commerce No. 65291166) (the "**Purchaser**"),

together, the "**parties**".

BACKGROUND:

- (A) Particulars of each Target Group (as defined in this Agreement) are set out in Part A of Attachment 1 (Basic information about the Target Companies) and Part B of Attachment 1 (Basic information about the Subsidiaries).
- (B) Each Seller has agreed to contribute and/or sell and transfer (or procure the contribution and/or transfer of) its Target Company (as defined below) and to assume the obligations imposed on it as a Seller under this Agreement, in each case, on the terms and subject to the conditions of this Agreement.
- (C) The Purchaser has agreed to accept the contribution and/or purchase of the Shares and to assume the obligations imposed on the Purchaser under this Agreement, in each case, on the terms and subject to the conditions of this Agreement.
- (D) On 15 February 2016, the Sellers and the Purchaser entered into the Signing Protocol. Each of the Sellers and the Purchaser has obtained all internal corporate approvals and complied with the employee consultation obligations in respect of the transactions

contemplated by this Agreement under the Works Council Act (*Wet op de ondernemingsraden*) and the SER Merger Code (*SER-besluit Fusiegedragsregels 2015*).

- (E) In connection with the transactions contemplated by this Agreement, the Purchaser, Liberty Global and Vodafone, and/or certain members of their respective groups, have entered into or will enter into the Ancillary Documents (as defined below).
- (F) The Vodafone Guarantor has agreed, with respect to Vodafone, and the Liberty Global Guarantor has agreed, with respect to Liberty Global, to guarantee the payment obligations of the relevant Seller under this Agreement.

THE PARTIES AGREE as follows:

1. Interpretation

1.1 In this Agreement, the Schedules and the Attachments to it:

“Accounting Principles” has the meaning set out in paragraph 1 of Part A of Schedule 10;

“Accounts” means:

- (i) with respect to the Vodafone Target Group, the audited financial statements prepared in accordance with IFRS as adopted by the European Union and in accordance with Part 9, Book 2 of the Dutch Civil Code for the accounting reference period ended on the Accounts Date, comprising the statement of comprehensive income, the statement of financial position, statement of changes in equity, the statement of cash flows and the notes to the accounts; and
- (ii) with respect to the Liberty Global Target Group (excluding the Liberty Global Reorganisation Companies), the condensed consolidated financial statements prepared in accordance with US GAAP for the nine months ended on the Accounts Date comprising in each case, the balance sheet, the statement of operations, the statement of owner's equity, the statement of cash flows and the notes thereto; and
- (iii) with respect to the Liberty Global Reorganisation Companies the individual balance sheet and statement of operations of each entity for the year ended on the Accounts Date prepared in accordance with US GAAP as set out in the following folders of the relevant Data Room: 16.12.25.05 for UPC Western Europe Holding B.V.; 16.12.25.05 for UPC Western Europe Holding 2 B.V.; 16.12.25.07, 16.12.25.08, 16.12.25.09 and 16.12.25.10 for Liberty Global Content NL B.V.; and 17.10.06 for Ziggo Toestel Financiering B.V.;

“Accounts Date”	means: (i) with respect to the Vodafone Target Group, 31 March 2015; and (ii) with respect to the Liberty Global Target Group (excluding the Liberty Global Reorganisation Companies), 30 September 2015; (iii) with respect to the Liberty Global Reorganisation Companies, 31 December 2015;
“Adjustment Settlement Date”	means the earlier of (i) the date on which both Completion Statements have been finally agreed or determined in accordance with <u>Schedule 10</u>, and (ii) the date falling 105 days after Completion;
“Agreed Shared Integration Costs”	means the €29,018,668 of integration costs that the Sellers have agreed to share as set out in the budget set out in <u>Attachment 4</u> to this Agreement;
“Agreed Shareholder Debt”	means an equal amount (in respect of principal and accrued interest) of each of: (i) the Inter-Company Loan Payables of the Vodafone Target Group pursuant to the Vodafone Inter-Company Loan Agreement (the “Specified Vodafone IC Loan Payables”); and (ii) the Inter-Company Loan Payables of the Liberty Global Target Group pursuant to the Liberty Global Inter-Company Loan Agreement (the “Specified Liberty Global IC Loan Payables”), in each case in the amount which is the lesser of (A) the aggregate amount of the Specified Vodafone IC Loan Payables and (B) the aggregate amount of the Specified Liberty Global IC Loan Payables, in each case as at the date specified in <u>sub-clause 6.5(C)</u>;
“Ajax Contract”	means the sponsorship agreement entered into between Liberty Global B.V. and AFC Ajax N.V. dated 30 April 2014, as amended;
“Amend and Extend Derivatives”	means the Derivatives entered into by members of the Liberty Global Target Group in connection with the Amend and Extend Financing details of which are set out in Schedule 9;

“Amend and Extend Financing” means the arrangements whereby:

- (i) the net proceeds from the Term Loan C were used to prepay (i) €664,209,924.06 of the outstanding principal amount of the EUR B1 Facility under the 2015 SPV Senior Facilities Agreement and (ii) €1,925,000,000 of the outstanding principal amount of the EUR B1 Facility, EUR B2 Facility and EUR B3 Facility under and as defined in the senior facilities agreement dated January 27, 2014 as amended and restated on February 10, 2014, March 11, 2014 and as amended or supplemented from time to time (the **“2014 Ziggo Senior Facilities Agreement”**); and
- (ii) the net proceeds from the Term Loan D were used to prepay \$1,000,000,000 of the outstanding USD B1 Facility, USD B2 Facility and USD B3 Facility under and as defined in the 2014 Ziggo Senior Facilities Agreement;

“Amend and Extend Financing Side Letter” means the letter dated 12 August 2016 entered into between the Vodafone Guarantor and Liberty Global in connection with the Amend and Extend Financing;

“Ancillary Documents” means the Tax Covenant, the Disclosure Letters, the Shareholders Agreement, Deeds of Transfer, the Framework Agreement Term Sheet, the Framework Agreement, the Articles of Association, the Intellectual Property Assignment Agreement, the Brand Licence Agreement and any other agreements entered into pursuant to this Agreement, and **“Ancillary Document”** shall mean any one of them;

“Anti-Bribery Law” means any applicable law that relates to bribery or corruption, including the US Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010 and the Dutch penal code;

“Articles of Association” means the articles of association to be adopted by the Purchaser at Completion in the agreed form;

“Books and Records” has its common law meaning and includes, without limitation, all notices, correspondence, orders, inquiries, drawings, plans, books of account and other documents and all electronic and other records (excluding software);

“Brand” has the meaning set out in the Brand Licence Agreement;

“Brand Licence Agreement” means the brand licence agreement to be entered into by Vodafone Sales & Services Limited and Liberty Global Target Company at Completion in the agreed form;

“Business Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in London and The Netherlands;

“Business Information”	means all information (in whatever form held) including (without limitation) all: (i) formulas, designs, specifications, drawings, know-how, manuals and instructions; (ii) customer lists, sales, marketing and promotional information; (iii) business plans and forecasts; (iv) technical or other expertise; and (v) all accounting and Tax records, correspondence, orders and enquiries;
“CIT Fiscal Unity”	has the meaning given to in the Tax Covenant;
“Completion”	means completion of the contribution and/or sale and transfer of the Shares and the transfer of the JV Co Shares under this Agreement;
“Completion Balance Sheet”	has the meaning set out in <u>paragraph 1</u> of <u>Part B</u> of <u>Schedule 10</u> ;
“Completion Date”	means the date on which Completion takes place in accordance with <u>sub-clause 9.1</u> ;
“Completion Statements Date”	has the meaning set out in <u>paragraph 1.2</u> of <u>Part C</u> of <u>Schedule 10</u> ;
“Completion Statement Notice”	has the meaning set out in <u>paragraph 2</u> of <u>Part C</u> of <u>Schedule 10</u> ;
“Completion Statements”	has the meaning set out in <u>paragraph 1.2</u> of <u>Part C</u> of <u>Schedule 10</u> ;
“Currency MtM Calculation”	means the USD notional of the relevant FX Derivative divided by the EUR/USD Exchange Rate at Completion expressed as a Euro amount, minus the EUR notional of the relevant FX Derivative. For the avoidance of doubt, this number should be denominated in Euros;
“Data Room”	means, with respect to the Vodafone Target Group, the electronic data room hosted by Intralinks and, with respect to the Liberty Global Target Group, the electronic data room hosted by iRooms, in respect of each of which an index is appended to the relevant Disclosure Letter and a CD/DVD copy of which has been provided to the Purchaser and the other Seller by each Seller on the date of the Signing Protocol;
“Deed of Amendment of the Articles of Association”	means the notarial deed of amendment of the Articles of Association;
“Deeds of Transfer”	means the notarial deeds of (i) transfer of the Shares to the Purchaser and (ii) transfer of the JV Co Shares to Vodafone, executed before the Notary;

“Default Interest”	means interest at the rate of EURIBOR plus two per cent.;
“Derivative”	means any option, swap, future or other derivative transaction entered into in connection with protection against or benefit from fluctuations in any rate or price, or any instrument having a similar effect;
“Disclosure Letters”	means the letters of the same date as this Agreement written by each of the Sellers to the Purchaser in agreed form as at the date of the Signing Protocol for the purposes of <u>sub-clause 12.1</u> and delivered to the Purchaser on the date of this Agreement;
“Disclosures”	shall have the meaning set out in each of the Disclosure Letters;
“Dutch Tax Authority”	has the meaning set out in <u>sub-clause 6.9</u> ;
“EONIA”	means a reference rate equal to the overnight mid swap rate calculated and sponsored jointly by the European Banking Federation and ACI - The Financial Market Association (or any company established by the joint sponsors for purposes of compiling and publishing such rates);
“Escrowed Proceeds”	has the meaning given to it in the offering memorandum dated 16 September 2016 in relation to offering and sale of (i) fixed rate euro denominated senior secured notes by Ziggo Secured Finance B.V. due 2027, (ii) fixed rate dollar denominated senior secured notes by Ziggo Secured Finance B.V. due 2027, and (iii) fixed rate dollar denominated senior notes by Ziggo Bond Finance B.V. due 2027;
“Estimated Equalisation Consideration Shortfall”	has the meaning set out in sub-clause 9.5;
“Estimated Liberty Global Net Debt”	means the estimate of what the Liberty Global Net Debt will be as at Completion;
“Estimated Liberty Global Working Capital”	means the estimate of what the Liberty Global Working Capital will be at Completion;
“Estimated Vodafone Equalisation Consideration”	means an amount equal to the Initial Vodafone Equalisation Consideration: (A) plus the Pre-Completion Liberty Global Net Debt Adjustment; (B) minus the Pre-Completion Vodafone Net Debt Adjustment; (C) plus the Pre-Completion Liberty Global Working Capital Adjustment; and (D) minus the Pre-Completion Vodafone Working Capital Adjustment;

“Estimated Vodafone Net Debt”	means the estimate of what the Vodafone Net Debt will be as at Completion;
“Estimated Vodafone Working Capital”	means the estimate of what the Vodafone Working Capital will be at Completion;
“EUR B1 Facility”	means the €689,209,924.06 term loan facility made available under the senior facilities agreement dated March 5, 2015 (the “2015 SPV Senior Facilities Agreement”), between, among others, Ziggo Secured Finance B.V. as SPV Borrower and Ziggo Secured Finance Partnership as US SPV Borrower, The Bank of Nova Scotia as Facility Agent, and certain financial institutions as lenders thereunder, as amended or supplemented from time to time;
“Exchange Rate”	means, with respect to a particular currency for a particular day, the spot rate of exchange (the closing mid-point) for that currency into euros on such date as published in the London edition of the Financial Times first published thereafter or, where no such rate is published in respect of that currency for such date, at the rate quoted by National Westminster Bank Plc as at the close of business in London as at such date;
“Exclusively Related”	means, in respect of a Target Group, exclusively related to, or used or held for use exclusively in connection with that Target Group;
“Existing FX Derivatives”	means any Derivatives entered into by the Liberty Global Target Group as at 31 December 2015 in connection with protection against or benefit from fluctuations in foreign exchange rates of two or more currencies, details of which are set out in <u>Schedule 9</u> of this Agreement;
“Existing Interest Rate Derivatives”	means the Interest Rate Derivatives entered into by the Liberty Global Target Group as at 31 December 2015 in connection with protection against or benefit from fluctuations in interest rates, details of which are set out in <u>Schedule 9</u> of this Agreement;
“Existing Technology First Services Agreement”	means the agreement for technology services between Liberty Global B.V. and the Liberty Global Target Company, dated 15 April 2015 (effective as of 1 April 2015);
“Existing Technology Second Services Agreement”	means the agreements for technology services between: (i) the Liberty Global Target Company and Ziggo B.V., dated 15 April 2015 (effective as of 1 April 2015); and (ii) Liberty Global Services B.V. and UPC Nederland B.V. (subsequently renamed Ziggo Services B.V.), dated 22 September 2014 (effective as of 1 January 2014), the rights and obligations of Liberty Global Services B.V. under which were subsequently assigned to the Liberty Global Target Company effective as of 1 January 2015;

“Existing Technology Services Agreement”	means each of the Existing Technology First Services Agreement and the Existing Technology Second Services Agreement;
“Exit Notice”	has the meaning set out in the Shareholders Agreement;
“fairly disclosed”	means disclosed in such a manner and with sufficient detail to enable (i) in relation to the Warranties given by Liberty Global, Vodafone and (ii) in relation to the Warranties given by Vodafone, Liberty Global, to reasonably accurately assess the nature and scope of the fact, matter or other information disclosed;
“Final Vodafone Equalisation Consideration”	has the meaning set out in <u>sub-clause 3.3</u> ;
“Financing Facilities”	means any debt facilities, arrangements, instruments, trust deeds, note purchase agreements, indentures, commercial paper facilities or overdraft facilities with banks, other financial institutions or investors providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such institutions or to special purpose entities formed to borrow from such institutions against such receivables), letters of credit, notes, bonds, debentures or other financial indebtedness;
“Firm”	has the meaning set out in <u>paragraph 5</u> of <u>Part C</u> of <u>Schedule 10</u> ;
“Fiscal Unity”	means a tax group where the relevant companies are taxed as if there is only one tax payer (<i>fiscale eenheid</i>), as described in Article 15 of the Dutch Corporate Income Tax Act 1969 (<i>Wet op de vennootschapsbelasting 1969</i>) and in Article 11 of the Directive of the Council of the European Union on the common system of value added tax (2006/112/EC);
“Framework Agreement”	means the framework services agreement expected to be entered into by the parties at Completion in the agreed form, as contemplated by the Framework Agreement Term Sheet;
“Framework Agreement Term Sheet”	means the term sheet with respect to the Framework Agreement in the agreed form;
“Fundamental Warranties”	means the Warranties at <u>paragraphs 1</u> (Ownership of the Shares), <u>2</u> (Capacity of the Seller), <u>11</u> (Insolvency) of <u>Part A</u> of <u>Schedule 3</u> (Warranties), and the JV Co Shares Warranties;
“FX Derivatives”	means any Derivatives entered into by the Liberty Global Target Group in connection with protection against or benefit from fluctuations in foreign exchange rates of two or more currencies;
“FX Interest Rate Portion”	means the interest rate component of the Existing FX Derivatives (being the marked to market valuation in Euros of the Existing FX Derivatives minus the Currency MtM Calculation in relation to the Existing FX Derivatives);

“Handset Financing Ruling”	means the decision by the Dutch Supreme Court (<i>Hoge Raad der Nederlanden</i>) on 13 June 2014 in relation to the application of the Dutch Consumer Credit Act (<i>Wet op het consumentenkrediet</i>) and the Dutch Financial Supervisory Act (<i>Wet op het financieel toezicht</i>) to customer mobile telephone subscription contracts that include the provision of free handsets;
“HBO JV”	means Cooperatie HBO Nederland Cooperatief U.A.;
“HBO Settlement Agreement”	means the agreement dated 15 February 2016 entered into between Liberty Global, the Purchaser, the Liberty Global Guarantor and Vodafone, in connection with the HBO Settlement (as defined therein);
“IFRS”	means international accounting standards within the meaning of IAS Regulation 1606/2002;
“Income, Profits or Gains”	has the meaning set out in the Tax Covenant;
“Information Technology”	means information technology services, software, computer hardware, network and telecommunications equipment;
“Initial Vodafone Equalisation Consideration”	means €1,000,000,000 (1 billion euros);
“Intellectual Property”	means patents, trade marks, rights in designs, copyrights and database rights (whether or not any of these is registered and including applications for registration of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world;
“Intellectual Property Assignment Agreement”	means the intellectual property assignment agreement to be entered into at Completion in the agreed form;
“Inter-Company Loan Payables”	means, in relation to each member of a Target Group, any amounts owed by that member to any member of the relevant Seller's Retained Group (which are not Inter-Company Trading Balances), for the avoidance of doubt including pursuant to the Liberty Global Inter-Company Loan Agreement and the Vodafone Inter-Company Loan Agreement, in each case together with accrued interest, if any, up to the date of Completion on the terms of the applicable debt;
“Inter-Company Loan Receivables”	means any amounts owed to any member of a Target Group by any member of the relevant Seller's Retained Group (which are not Inter-Company Trading Balances);

“Inter-Company Trading Balances”	means all amounts owed, outstanding or accrued in the ordinary course of trading, including any amounts in respect of VAT comprised in such amounts, as between any member of a Seller’s Retained Group and any member of that Seller’s Target Group as at Completion in respect of inter-company trading activity and the provision of services, facilities and benefits between them, excluding amounts due in respect of matters which have the characteristics of an intra-group loan;
“Interest Rate Derivatives”	means any Derivative entered into in connection with protection against or benefit from fluctuations in interest rates;
“Intrum Justitia Benefit”	means any benefit (including any cash received or any amount set off against a liability) received pursuant to any judgment, award or settlement of the Intrum Justitia Litigation or otherwise from the counterparty to the Intrum Justitia Litigation less any amounts payable, and which remain unpaid, pursuant to clauses 14.1 and 14.2;
“Intrum Justitia Litigation”	means the litigation, including both the claims and counter-claims made by the parties, ongoing between the Vodafone Target Group and Intrum Justitia, as described in the litigation overview in folder 17.1 of the Data Room;
“Intrum Justitia Provision”	means any provision made in the Vodafone Completion Statement in respect of the Intrum Justitia Litigation;
“IPO Notice”	has the meaning set out in the Shareholders Agreement;
“JV Co Shares”	means shares representing 50 per cent. of the entire issued share capital of the Purchaser as at Completion;
“JV Co Shares Warranties”	means the warranties set out in <u>Part D of Schedule 3</u> (Warranties) given by Liberty Global to Vodafone;
“KPN Litigation”	means the civil legal proceedings initiated against KPN B.V. and Royal KPN N.V. (together “KPN”) by Vodafone Libertel B.V. on 10 December 2015 (case number at court of The Hague C/09/502208/15/1413), in which Vodafone Libertel B.V. requests the court of The Hague to rule that (A) KPN has acted tortiously against Vodafone Libertel B.V. and (B) KPN is liable for the damages as a result thereof which are to be further determined;
“LG Purchaser Exit Activities”	has the meaning set out in <u>sub-clause 15.10(B)</u> ;
“Liberty Global Bank Account”	means: Account name: Liberty Global Europe Holding B.V. IBAN: NL92BKMG0261355503 Bank: Bank Mendes Gans, Amsterdam SWIFT: BKMGNL2A;
“Liberty Global Capex Shortfall”	means, in relation to the Liberty Global Target Group, the amount (if any) by which the Liberty Global Capex Spend is less than the Target Liberty Global Capex Spend as at the Completion Date;

“Liberty Global Capex Spend”	means, in relation to the Liberty Global Target Group, the aggregate amount of capital expenditure incurred and capitalised on the balance sheet in line with the relevant Accounting Principles by members of the Liberty Global Target Group during the period from 31 December 2015 up to Completion but excluding (i) any assets transferred from the Seller’s Retained Group, (ii) expenditure relating to customer-premises equipment, and (iii) the Agreed Shared Integration Costs;
“Liberty Global Cash”	means, in relation to the Liberty Global Target Group, the aggregate of its cash (by reference to the nominal ledgers of the Liberty Global Target Group) and its cash equivalents, including all interest accrued thereon, as at Completion (but excluding all amounts and items included in the calculation of the Liberty Global Working Capital) comprising each of the line items identified in the column headed “Cash” in <u>Part C of Schedule 11</u> ;
“Liberty Global Completion Statement”	has the meaning set out in 1 of <u>Part C of Schedule 10</u> ;
“Liberty Global Contribution Shares”	means all Liberty Global Target Company Shares other than the Liberty Global Sale Shares (being 7,529 shares);
“Liberty Global Debt”	means, in relation to the Liberty Global Target Group, the aggregate borrowings and indebtedness in the nature of borrowing owed to any banking, financial, acceptance credit, lending or other similar institution or organisation, or any other third party, or any member of the Liberty Global Retained Group (which is not an amount or item included in the calculation of the Liberty Global Working Capital), comprising each of the line items identified in the column headed ‘Debt’ in <u>Part C of Schedule 11</u>, together with those items specifically required to be included in Liberty Global Debt by <u>paragraph 3.1 of Part B of Schedule 10</u>, including: (a) all outstanding principal and accrued and unpaid interest; (b) all obligations by way of acceptance credits, discounting or similar facilities, loan stocks, bonds, debentures, notes, overdrafts or any other similar arrangements the purpose of which is to raise money; (c) Liberty Global Capex Shortfall; (d) Inter-Company Loan Payables (excluding any Agreed Shareholder Debt) and Inter-Company Loan Receivables; and (e) vendor financing liabilities;
“Liberty Global Deed of Transfer”	has the meaning set out in <u>sub-clause 2.1</u>

“Liberty Global Exit Activities”	has the meaning set out in <u>sub-clause 15.10(A)</u> ;
“Liberty Global Exit Date”	means the date on which Liberty Global (together with each member of Liberty Global’s Retained Group) ceases to hold a direct or indirect combined interest of 50% or more of the issued share capital in the Purchaser;
“Liberty Global Inter-Company Loan Agreement”	means the amended and restated master loan agreement entered into on 24 November 2015 between Liberty Global Broadband I Limited (as lender) and the Liberty Global Target Company (as borrower), as amended, restated, varied, assigned, novated or transferred from time to time;
“Liberty Global Inter-Company Loan Amendment Agreement”	means the amendment and restatement agreement in relation to the Liberty Global Inter-Company Loan Agreement to be entered into prior to Completion in the agreed form and at a rate of interest on arms’ length terms (and which may be amended from time to time to reflect any rating agency requirements as described in clause 12.5 of the Shareholders Agreement);
“Liberty Global JV Patent”	means any patent or patent application which, as at Completion, is owned (in whole or in part) by the Purchaser or any member of the Purchaser’s Group and has been used by any member of Liberty Global’s Retained Group in the 12 months prior to Completion;
“Liberty Global Net Debt”	means the Liberty Global Cash less the Liberty Global Debt;
“Liberty Global Non-Operating Companies”	means each company in the Liberty Global Target Group which is dormant for accounting purposes, being Torensplits B.V., Plinius Investments B.V., Breedband Breda B.V., TeleCai Den Haag and Ziggo Deelnemingen B.V.;
“Liberty Global Participants”	means those employees of the Liberty Global Target Group who are participants in the Liberty Global Share Schemes immediately prior to Completion;
“Liberty Global Patent”	means any patent or patent application which, as at Completion, is owned (in whole or in part) by Liberty Global or any member of Liberty Global’s Retained Group and has been used by any member of the Liberty Global Target Group in the 12 months prior to Completion;
“Liberty Global Pre-Completion Reorganisation”	has the meaning set out in <u>sub-clause 6.1</u> ;
“Liberty Global Quarterly Update”	has the meaning set out in <u>sub-clause 3.1(B)</u> ;
“Liberty Global Relief Period”	means the period running from Completion until the Liberty Global Exit Date;
“Liberty Global Reorganisation Companies”	means UPC Western Europe Holding B.V., UPC Western Europe Holding 2 B.V., Liberty Global Content NL B.V. and Ziggo Toestel Financiering B.V.;
“Liberty Global Share Schemes”	means any share schemes which the Liberty Global Guarantor has in place from time to time;

“Liberty Global Shares”	means shares in the share capital of the Liberty Global Guarantor;
“Liberty Global Sale Shares”	means 2,477 Liberty Global Target Company Shares;
“Liberty Global Steps Plan”	means the steps plan entitled “Dutch JV between Liberty Global and Vodafone”, dated 30 December 2016, a copy of which is set out in Attachment 3;
“Liberty Global Target Company”	means Ziggo Group Holding B.V., basic information concerning which is set out in <u>Part A of Attachment 1</u> (Basic information about the Target Companies);
“Liberty Global Target Company Shares”	means all of the issued and outstanding share capital of the Liberty Global Target Company (being 10,006 shares);
“Liberty Global Target Group”	means Liberty Global Target Company and all its Subsidiaries, together with ZUM B.V. and the Liberty Global Reorganisation Companies;
“Liberty Global Transferred Group”	has the meaning given in the Tax Covenant;
“Liberty Global Working Capital”	means, in relation to the Liberty Global Target Group, the working capital as at Completion comprising each of the line items identified in the column headed “Working Capital” in <u>Part C of Schedule 11</u> , for the avoidance of doubt including any Inter-Company Trading Balances;
“Long Stop Date”	means the date falling 18 months after the date of the Signing Protocol;
“Management Accounts”	means: (i) with respect to the Vodafone Target Group, the unaudited monthly management accounts of the Vodafone Target Group for the nine months ended 31 December 2015 in the form contained in the relevant Data Room; (ii) with respect to the Liberty Global Target Group, the unaudited monthly management accounts of the Liberty Global Target Group for the 12 months ended 31 December 2015 in the form contained in the relevant Data Room;
“Mast Sites”	means any tower or other structure, including structures affixed to buildings, to which radio antennae and associated equipment are attached and connected for the purposes of providing mobile network coverage;
“Material Contract”	means any written contract of any member of a Target Group calling for payments by any party thereto in excess of €10,000,000 in any one year other than any Financing Facility;
“Material Financing Facilities”	means Financing Facilities exceeding €50,000,000;

“Material Liberty Global Litigation”	means any dispute, action, claim, proceedings, litigation, arbitration or other dispute resolution process concerning the Liberty Global Group in connection with (i) the LIRA foundation; (ii) the VEVAM foundation; (iii) the PAM association; and (iv) the litigation instigated by ROVI Guide Inc. against Ziggo B.V. (and others) in relation to alleged patent infringements, as set out in the litigation overview in folder 10.01 of the relevant Data Room;
“Material Licence”	means all licences for the use of radio frequencies for mobile telecommunications held by the Vodafone Target Group on 1 January 2016;
“Material Vodafone Litigation”	means any dispute, action, claim, proceedings, litigation, arbitration or other dispute resolution process concerning the Vodafone Target Group in connection with (i) the dispute concerning the Vodafone Target Group with Authority for Consumers and Markets (<i>Autoriteit Consument en Markt</i>) regarding mobile termination fees (“ MTRs ”); (ii) Intrum Justitia; (iii) Stichting ConTel and Consumentenclaim B.V.; (iv) Orange Caraïbes SA and (v) the PAM association, as set out in the litigation overview in folder 17.1 of the Data Room, but for the avoidance of doubt, excluding the KPN Litigation;
“Network”	has the meaning set out in <u>paragraph 16.3</u> of <u>Part A</u> of <u>Schedule 3</u> (Warranties);
“New Sub-Holdco I”	means Vodafone Nederland Holding I B.V., a private limited liability company under Dutch law (<i>besloten vennootschap met beperkte aansprakelijkheid</i>), having its official seat in Amsterdam, the Netherlands, its office address at Atoomweg 100, 3542 AB Utrecht, the Netherlands, registered in the Commercial Register under number 67476643;
“New Sub-Holdco II”	means Vodafone Nederland Holding II B.V., a private limited liability company under Dutch law (<i>besloten vennootschap met beperkte aansprakelijkheid</i>), having its official seat in Amsterdam, the Netherlands, its office address at Atoomweg 100, 3542 AB Utrecht, the Netherlands, registered in the Commercial Register under number 67478824;
“New Sub-Holdco III”	means Vodafone Nederland Holding III B.V., a private limited liability company under Dutch law (<i>besloten vennootschap met beperkte aansprakelijkheid</i>), having its official seat in Amsterdam, the Netherlands, its office address at Atoomweg 100, 3542 AB Utrecht, the Netherlands, registered in the Commercial Register under number 67485316;
“Notary”	means any civil law notary (<i>notaris</i>) of NautaDutilh N.V. or any of their deputies;

"Pension Scheme"

means:

(A) with respect to the Vodafone Target Group: (i) the pension scheme conducted by Vodafone Libertel B.V. by Nationale-Nederlanden Premium Pension Institution B.V. and Nationale-Nederlanden Levensverzekering Maatschappij N.V. with effective date 1 January 2015 and (ii) the pension scheme conducted by mITE Systems B.V. (*Pensioenreglement Zwitserleven Exclusief*) as of 1 January 2015 and the Uitvoeringsovereenkomst in respect of contract number 1.009.594-012; or

(B) with respect to the Liberty Global Target Group, each of (i) the pension scheme conducted by ABP (*Keuzepensioen*), (ii) the pension scheme conducted by PNO (*Media (1)*), and (iii) the three pension schemes conducted by Nationale Nederlanden (*Prestatie Pensioen Ziggo Services B.V.*, *Prestatie Pensioen Ziggo Zakelijk Services B.V.* and *Prestatie Pensioen Esprit Telecom/ Zoranet*), in each case for members of the Liberty Global Target Group as at the date of the Signing Protocol;

"Postponed Long Stop Date"means the Long Stop Date as postponed in accordance with sub-clause 4.8;**"Pre-Completion Liberty Global Net Debt Adjustment"**

means an amount equal to 50% of the difference between the aggregate Estimated Liberty Global Net Debt and the aggregate Target Liberty Global Net Debt and, if the aggregate Estimated Liberty Global Net Debt is greater than the aggregate Target Liberty Global Net Debt, such amount shall be expressed as a positive number (or, if the aggregate Estimated Liberty Global Net Debt is less than the aggregate Target Liberty Global Net Debt, such amount shall be expressed as a negative number);

"Pre-Completion Liberty Global Working Capital Adjustment"

means an amount equal to 50% of the difference between the aggregate Estimated Liberty Global Working Capital and the aggregate Target Liberty Global Working Capital and, if the aggregate Estimated Liberty Global Working Capital is greater than the aggregate Target Liberty Global Working Capital, such amount shall be expressed as a positive number (or, if the aggregate Estimated Liberty Global Working Capital is less than the aggregate Target Liberty Global Working Capital, such amount shall be expressed as a negative number);

"Pre-Completion Vodafone Net Debt Adjustment"

means an amount equal to 50% of the difference between the aggregate Estimated Vodafone Net Debt and the aggregate Target Vodafone Net Debt and, if the aggregate Estimated Vodafone Net Debt is greater than the aggregate Target Vodafone Net Debt, such amount shall be expressed as a positive number (or, if the aggregate Estimated Vodafone Net Debt is less than the aggregate Target Vodafone Net Debt, such amount shall be expressed as a negative number);

“Pre-Completion Vodafone Working Capital Adjustment”	means an amount equal to 50% of the difference between the aggregate Estimated Vodafone Working Capital and the aggregate Target Vodafone Working Capital and, if the aggregate Estimated Vodafone Working Capital is greater than the aggregate Target Vodafone Working Capital, such amount shall be expressed as a positive number (or, if the aggregate Estimated Vodafone Working Capital is less than the aggregate Target Vodafone Working Capital, such amount shall be expressed as a negative number);
“Preparing Party”	has the meaning set out in <u>paragraph 2</u> of <u>Part C</u> of <u>Schedule 10</u> ;
“Previous Pension Schemes”	has the meaning set out in <u>paragraph 21.2</u> of <u>Part A</u> of <u>Schedule 3</u> ;
“Property” or “Properties”	means freehold, leasehold or other immovable property in any part of the world;
“Property Owner”	means, in relation to any Relevant Property, the person referred to as the owner in Attachment 2 (Relevant Properties);
“Purchaser Bank Account”	means the Purchaser’s bank account to be notified in writing by Liberty Global to Vodafone on or before the date falling 3 Business Days prior to Completion;
“Purchaser’s Group”	means the Purchaser and its subsidiaries and subsidiary undertakings from time to time;
“Purchaser’s Relief”	has the meaning given in the Tax Covenant;
“Purchaser’s Repayment”	has the meaning given in the Tax Covenant;
“Recapitalisation”	means a Recapitalisation and/or a Refinancing, in each case occurring on or after the Completion Date, and as defined in the Shareholders Agreement;
“Recapitalisation Derivatives”	means Derivatives entered into by members of the Liberty Global Target Group in connection with the Recapitalisation Issuances, details of which are set out in Schedule 9;
“Recapitalisation Issuances”	means the €775,000,000 4.250% senior secured notes issued by Ziggo Secured Finance B.V. due 2027, the \$2,000,000,000 5.500% senior secured notes issued by Ziggo Secured Finance B.V. due 2027 and the \$625,000,000 6.000% senior notes issued by Ziggo Bond Finance B.V. due 2027;
“Recapitalisation Side Letter”	means the letter dated 15 September 2016 entered into between the Vodafone Guarantor, Vodafone Target Company, Liberty Global and Ziggo Group Holding B.V. in connection with the Recapitalisation Issuances;
“Rejecting Party”	has the meaning set out in <u>paragraph 2</u> of <u>Part C</u> of <u>Schedule 10</u> ;
“Relevant Parent Company”	means the company that is considered the parent company (<i>moedermaatschappij</i>) of a Fiscal Unity, and, as such, is primarily liable for any Tax of the Fiscal Unity;

“Relevant Property”	means the Property or Properties referred to in Attachment 2 (Relevant Properties);
“Relevant Regulatory Authority”	means the European Commission, the Dutch Authority for Consumers and Markets, and the Dutch Minister for Economic Affairs;
“Relief”	means any loss, relief, allowance or credit in respect of any Tax and any deduction in computing Income, Profits or Gains for the purposes of any Tax or any right to repayment of Tax;
“Retained Group”	means, in respect of each Seller, that Seller, its subsidiaries and subsidiary undertakings from time to time, any holding company of the Seller and all other subsidiaries or subsidiary undertakings of any such holding company (excluding the Purchaser, that Seller’s Target Company and any subsidiaries or subsidiary undertakings of that Target Company);
“Senior Employee”	means any employee of a Target Group with a base salary of €300,000 or above;
“Share Purchase Documents”	means this Agreement and the Ancillary Documents;
“Shareholders Agreement”	means the shareholders agreement to be entered into by the parties at Completion in the agreed form;
“Shares”	means the Vodafone Target Company Shares and the Liberty Global Target Company Shares;
“Signing Protocol”	means the signing protocol in relation to this Agreement dated 15 February 2016 between the Sellers and the Purchaser;
“Specific Accounting Treatments”	has the meaning set out in <u>paragraph 1</u> of <u>Part A</u> of <u>Schedule 10</u> ;
“Standard Essential Patent”	means any patent necessary in order to comply with and implement an industry standard (and, for the purposes of this definition, a given patent is “necessary” to achieve an industry standard if use of that industry standard requires infringement of the relevant patent);
“Subsidiary”	means at any relevant time any then subsidiary or subsidiary undertaking of a Target Company, basic information concerning each current subsidiary and subsidiary undertaking of each Target Company being set out in <u>Part B</u> of <u>Attachment 1</u> (Basic information about the Subsidiaries);
“Target Company”	means each of Vodafone Target Company and Liberty Global Target Company;
“Target Group”	means the Vodafone Target Group or the Liberty Global Target Group (as applicable);

“Target Liberty Global Capex Spend”	means, in relation to the Liberty Global Target Group, the amount of Liberty Global Capex Spend set out in <u>Part D</u> of <u>Schedule 11</u> ;
“Target Liberty Global Net Debt”	means, in relation to the Liberty Global Target Group, the amount of Liberty Global Net Debt set out in <u>Part A</u> of <u>Schedule 11</u> ;
“Target Liberty Global Working Capital”	means, in relation to the Liberty Global Target Group, the amount of Liberty Global Working Capital set out in <u>Part A</u> of <u>Schedule 11</u> ;
“Target Vodafone Capex Spend”	means, in relation to the Vodafone Target Group, the amount of Vodafone Capex Spend set out in <u>Part D</u> of <u>Schedule 11</u> ;
“Target Vodafone Net Debt”	means, in relation to the Vodafone Target Group, the amount of Vodafone Net Debt set out in <u>Part A</u> of <u>Schedule 11</u> ;
“Target Vodafone Working Capital”	means, in relation to the Vodafone Target Group, the amount of Vodafone Working Capital set out in <u>Part A</u> of <u>Schedule 11</u> ;
“Tax”	has the meaning given to that expression in the Tax Covenant;
“Tax Authority”	has the meaning given to that expression in the Tax Covenant;
“Tax Covenant”	means the Tax Covenant in the agreed form;
“Tax Return”	has the meaning given in the Tax Covenant;
“Tax Warranties”	means the Warranties set out in <u>paragraphs 23 to 31</u> of <u>Part A</u> of <u>Schedule 3</u> and <u>paragraphs 1 and 2</u> of <u>Part C</u> of <u>Schedule 3</u> , and “Tax Warranty” shall be construed accordingly;
“Term Loan C”	means the €2,589,209,924.06 term loan facility made available under the 2015 SPV Senior Facilities Agreement to Ziggo Secured Finance B.V. on the 16 August 2016;
“Term Loan D”	means the \$1,000,000,000 term loan facility made available under the 2015 SPV Senior Facilities Agreement to Ziggo Secured Finance Partnership on the 16 August 2016;
“Thuis”	means the consumer fixed line business of the Vodafone Target Group in the Netherlands which has been sold pursuant to the Thuis SPA;
“Thuis Adjustments”	has the meaning set out in paragraph 2.3 of Part A of Schedule 10;

“Thuis SPA”	means the sale and purchase agreement between Vodafone Libertel B.V. and T-Mobile Netherlands Holding B.V. dated 12 December 2016 relating to the sale of all of the shares in the share capital of Project Jaguar B.V. (the company which holds Thuis);
“Thuis Disposal”	means the sale of all of the shares in the share capital of Project Jaguar B.V. (which holds Thuis) pursuant to the Thuis SPA;
“Transaction Announcement”	means the announcement to be made by the Vodafone Guarantor and the Liberty Global Guarantor substantially in the agreed form;
“TS First Intercompany Payable”	has the meaning given to it in <u>sub-clause 2.1(B)</u> ;
“TS First Technology Fee”	has the meaning given to it in <u>sub-clause 2.1(B)</u> ;
“TS Second Intercompany Payables”	has the meaning given to it in <u>sub-clause 2.1(D)</u> ;
“TS Second Technology Fee”	has the meaning given to it in <u>sub-clause 2.1(D)</u> ;
“TS Technology Fee”	means each of the TS First Technology Fee and the TS Second Technology Fee;
“UPC SFA”	means the senior secured credit facility agreement originally dated 16 January 2004 (as amended and restated from time to time and most recently on 9 February 2016) between (among others) UPC Broadband Holding BV and The Bank of Nova Scotia as facility agent;
“US GAAP”	means the generally accepted accounting standards, principles and practices in the United States in effect for the time being;
“VAT”	means: (i) within the European Union, any tax imposed by any Member State in conformity with the Directive of the Council of the European Union on the common system of value added tax (2006/112/EC); and (ii) outside the European Union, any tax corresponding to, or substantially similar to, the common system of value added tax referred to in paragraph (i) of this definition;
“VF Purchaser Exit Activities”	has the meaning given to it in <u>sub-clause 15.9(B)</u> ;

“Vodafone Bank Account”	means: Pay to: JPMorgan Chase Bank N.A. London (CHASGB2L) For further credit to: Vodafone Group Plc Account number: 40869505 IBAN: GB94CHAS60924240869505 marked: for the deposit of Vodafone International Holdings B.V. with Vodafone Group Plc;
“Vodafone Capex Shortfall”	means, in relation to the Vodafone Target Group, the amount (if any) by which the Vodafone Capex Spend is less than the Target Vodafone Capex Spend as at the Completion Date;
“Vodafone Capex Spend”	means, in relation to the Vodafone Target Group, the aggregate amount of capital expenditure incurred and capitalised on the balance sheet in line with the relevant Accounting Principles by members of the Vodafone Target Group during the period from 31 December 2015 up to Completion but excluding: (i) any assets transferred from the Seller’s Retained Group; (ii) expenditure relating to consumer customer-premises equipment; (iii) all expenditure relating to Thuis; and (iv) the Agreed Shared Integration Costs;
“Vodafone Cash”	means, in relation to the Vodafone Target Group, the aggregate of its cash (by reference to the nominal ledgers of the Vodafone Target Group) and its cash equivalents, including all interest accrued thereon, as at Completion (but excluding all amounts and items included in the calculation of the Vodafone Working Capital) comprising each of the line items identified in the column headed “Cash” in <u>Part C</u> of <u>Schedule 11</u>;
“Vodafone Completion Statement”	has the meaning set out in <u>paragraph 1</u> of <u>Part C</u> of <u>Schedule 10</u>;
“Vodafone Contribution Shares”	means all the Vodafone Target Company Shares other than the Vodafone Sale Shares (being 204,510,937 shares);

“Vodafone Debt”	means, in relation to the Vodafone Target Group, the aggregate borrowings and indebtedness in the nature of borrowing owed to any banking, financial, acceptance credit, lending or other similar institution or organisation, or any other third party, or any member of the Vodafone Retained Group (which is not an amount or item included in the calculation of the Vodafone Working Capital), comprising each of the line items identified in the column headed “Debt” in <u>Part C of Schedule 11</u>, together with those items specifically required to be included in Vodafone Debt by <u>paragraphs 2.1 and 2.3 of Part B of Schedule 10</u>, including: (a) all outstanding principal and accrued and unpaid interest; (b) all obligations by way of acceptance credits, discounting or similar facilities, loan stocks, bonds, debentures, notes, overdrafts or any other similar arrangements the purpose of which is to raise money; (c) Vodafone Capex Shortfall; (d) Inter-Company Loan Payables (excluding any Agreed Shareholder Debt) and Inter-Company Loan Receivables; and (e) vendor financing liabilities;
“Vodafone Exit Activities”	has the meaning set out in <u>sub-clause 15.9(A)</u> ;
“Vodafone Exit Date”	means the date on which Vodafone (together with each member of Vodafone’s Retained Group) ceases to hold a direct or indirect combined interest of 50% or more of the issued share capital in the Purchaser;
“Vodafone Inter-Company Loan Agreement”	means the loan agreement entered into on 20 December 2012 between Vodafone 2 (as lender) and the Vodafone Target Company (as borrower) and assigned on 23 January 2013 by Vodafone 2 (as lender) to Vodafone Investments Luxembourg S.à r.l. (as new lender) and assigned again on 17 November 2016 to Vodafone International 1 S.à r.l. (as new lender), as amended, restated, varied, assigned, novated or transferred from time to time (including, for the avoidance of doubt, by the Vodafone Inter-Company Loan Amendment Agreement);
“Vodafone Inter-Company Loan Amendment Agreement”	means the loan agreement amending the Vodafone Inter-Company Loan Agreement to be entered into by the Vodafone Target Company (as borrower) and Vodafone International 1 S.à r.l. prior to Completion in the agreed form and at a rate of interest on arm’s length terms (and which may be amended from time to time to reflect any rating agency requirements as described in clause 12.5 of the Shareholders Agreement);

“Vodafone JV Patent”	means any patent or patent application which, as at Completion, is owned (in whole or in part) by the Purchaser or any member of the Purchaser’s Group and has been used by any member of Vodafone’s Retained Group in the 12 months prior to Completion;
“Vodafone Net Debt”	means the Vodafone Cash less the Vodafone Debt;
“Vodafone Participants”	means those employees of the Vodafone Target Group who are participants in the Vodafone Share Schemes immediately prior to Completion;
“Vodafone Patent”	means any patent or patent application which, as at Completion, is owned (in whole or in part) by Vodafone or any member of Vodafone’s Retained Group and has been used by any member of the Vodafone Target Group in the 12 months prior to Completion;
“Vodafone Pre-Completion Reorganisation”	has the meaning set out in <u>sub-clause 6.2</u> ;
“Vodafone Quarterly Update”	has the meaning set out in <u>sub-clause 3.1</u> ;
“Vodafone Relief Period”	means the period running from Completion until the Vodafone Exit Date;
“Vodafone Sale Shares”	means 107,989,065 Vodafone Target Company Shares;
“Vodafone Share Schemes”	means any share schemes which the Vodafone Guarantor has in place from time to time;
“Vodafone Shares”	means the shares in the share capital of the Vodafone Guarantor;
“Vodafone Target Company”	means Vodafone Libertel B.V., basic information concerning which is set out in <u>Part A of Attachment 1</u> (Basic information about the Target Companies);
“Vodafone Target Company Shares”	means all of the issued and outstanding share capital of the Vodafone Target Company (being 312,500,002 shares);
“Vodafone Target Group”	means Vodafone Target Company and all its Subsidiaries;
“Vodafone Transferred Group”	has the meaning given in the Tax Covenant;
“Vodafone Working Capital”	means, in relation to the Vodafone Target Group, the working capital as at Completion comprising each of the line items identified in the column headed “Working Capital” in <u>Part C of Schedule 11</u> , for the avoidance of doubt including any Inter-Company Trading Balances;
“Warranties”	means the warranties set out in <u>Schedule 3</u> (Warranties) given by the Sellers, other than the JV Co Shares Warranties, and “Warranty” shall be construed accordingly; and

“Working Hours” means 8.30 a.m. to 6.30 p.m. on a Business Day.

1.2 In this Agreement, unless otherwise specified or the context otherwise requires:

- (A) references to clauses, sub-clauses, paragraphs, sub-paragraphs, Schedules and Attachments are to clauses, sub-clauses, paragraphs and sub-paragraphs of, and Schedules and Attachments to, this Agreement;
- (B) references to any document in the **“agreed form”** means that document in a form agreed by the Sellers and initialled for the purposes of identification on behalf of each of the Sellers, as validly amended from time to time;
- (C) the singular shall include the plural and vice versa, and use of any gender includes the other genders;
- (D) except as otherwise expressly provided in this Agreement, any express reference to an enactment (which includes any legislation in any jurisdiction) includes references to: (i) that enactment as amended, consolidated or re-enacted by or under any other enactment before or after the date of this Agreement; (ii) any enactment which that enactment re-enacts (with or without modification); and (iii) any subordinate legislation (including regulations) made before or after the date of this Agreement under that enactment as amended, consolidated or re-enacted as described in paragraph (i) or paragraph (ii) above, except to the extent that any of the matters referred to in paragraph (i) to paragraph (iii) (inclusive) above occurs after the date of this Agreement and increases or alters the liability of a Seller or the Purchaser under this Agreement;
- (E) references to a **“company”** shall be construed so as to include any corporation or other body corporate, wherever and however incorporated or established;
- (F) references to a **“person”** shall be construed so as to include any individual, firm, company, corporation, body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality);
- (G) the expression **“body corporate”**, **“debentures”**, **“holding company”**, **“subsidiary undertaking”** and **“wholly-owned subsidiary”** shall have the meaning given in schedule 10 of the Large and Medium-sized Companies and Group (Accounts and Reports) Regulations 2008 (SI 2008 No. 410);
- (H) references to a **“subsidiary”** has the meaning given to that term in article 2:24a of the Dutch Civil Code;
- (I) any reference to a **“day”** (including the phrase **“Business Day”**) shall mean a period of 24 hours running from midnight to midnight;
- (J) references to times are to Central European Time;

- (K) references to "**costs**" and/or "**expenses**" suffered or incurred by a person shall not include any amount in respect of VAT comprised in such costs or expenses for which either that person or, if relevant, any other member of the VAT group to which that person belongs is entitled to credit as input tax;
- (L) references to "**writing**" shall include any modes of reproducing words in a legible and non-transitory form;
- (M) references to "**including**" or "**includes**" shall mean including or includes without limitation;
- (N) references to "**greater**" shall be construed so that, for example, 10 represents a greater amount than 5, and -5 represents a greater amount than -10;
- (O) references to "**less**" shall be construed so that, for example, 5 represents a lesser amount than 10, and -10 represents a lesser amount than -5;
- (P) references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official, or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English legal term;
- (Q) all headings and titles are inserted for convenience only and are to be ignored in the interpretation of this Agreement; and
- (R) the Schedules and Attachments form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Schedules and Attachments.

2. **Sale and purchase and contribution and/or transfer**

2.1 On and subject to the terms and conditions of this Agreement, at Completion the following steps shall occur sequentially in the order set out below:

- (A) Liberty Global shall:
 - (i) contribute with full title guarantee the Liberty Global Contribution Shares against the issuance of two new shares and for the remainder by way of share premium contribution, and the Purchaser shall accept the Liberty Global Contribution Shares and shall issue the two new shares; and
 - (ii) sell with full title guarantee, and the Purchaser shall accept, the Liberty Global Sale Shares,

in each case free from all charges and encumbrances and from all other rights exercisable by third parties, together with all rights attached or accruing to them at Completion, pursuant to a notarial deed to that effect to be executed before the Notary (the "**Liberty Global Deed of Transfer**");
- (B) immediately following the step set out in sub-clause 2.1(A), the Existing Technology First Services Agreement will be terminated in consideration for Liberty Global Target Company paying a termination fee to Liberty Global B.V. (the "**TS First Technology Fee**"), such amount to be left outstanding as an intercompany payable (the "**TS First Intercompany Payable**"); and
- (C) immediately following the step set out in sub-clause 2.1(B):
 - (i) Liberty Global B.V. will assign all of its rights under the TS First Intercompany Payable to Liberty Global Europe Holding B.V.;
 - (ii) immediately following the step set out in sub-clause 2.1(C)(i), Liberty Global Europe Holding B.V. will assign all its rights under the TS First Intercompany Payable to the Purchaser as a share premium contribution and for the issue of shares; and
 - (iii) immediately following the step set out in sub-clause 2.1(C)(ii), a subsequent assignment will immediately take place in the same form from the Purchaser to Liberty Global Target Company such that the TS First Intercompany Payable is extinguished; and
- (D) immediately following the steps set out in sub-clause 2.1(C), the Existing Technology Second Services Agreement will be terminated in consideration for Ziggo Services B.V. and Ziggo B.V. each paying a termination fee to Liberty Global Target Company (the "**TS Second Technology Fee**"), such amounts to be left outstanding as intercompany payables (the "**TS Second Intercompany Payables**");
- (E) immediately following the step set out in sub-clause 2.1(D), Liberty Global shall procure that Liberty Global Target Company will assign its rights under the TS

Second Intercompany Payables to UPC Nederland Holding I B.V. and/or to LGE Holdco VI B.V., in each case as a share premium contribution and for the issue of shares, and subsequent assignments will immediately take place in the same form down the corporate chain to UPC Nederland Holding III B.V. or Ziggo Bond Company B.V. (as applicable), which will then immediately either assign the relevant TS Second Intercompany Payable to Ziggo Services B.V. or Ziggo B.V. (as applicable), in each case, for the issue of shares and the amount of the relevant TS Second Intercompany Payable as a share premium contribution, such that all the TS Second Intercompany Payables are extinguished (and, for the avoidance of doubt, any shares issued as part of the steps set out in this sub-clause 2.1(E) shall only be issued to the existing shareholder or shareholders of the company issuing the shares);

- (F) immediately following the step(s) set out in sub-clause 2.1(E), Liberty Global shall procure that the Purchaser adopts the Articles of Association (in accordance with sub-paragraph 1(F) of Part B of Schedule 2 (Completion arrangements));
- (G) immediately following the step set out in sub-clause 2.1(E), Liberty Global shall transfer with full title guarantee, and Vodafone shall accept, the JV Co Shares free from all charges and encumbrances and from all other rights exercisable by third parties, together with all rights attached or accruing to them at Completion, pursuant to a notarial deed to that effect to be executed before the Notary (the "**Parties' Deed of Transfer**"); and
- (H) immediately following the step set out in sub-clause 2.1(G), Vodafone shall:

(i) contribute with full title guarantee, by way of share premium contribution, and the Purchaser shall accept, the Vodafone Contribution Shares; and

(ii) sell with full title guarantee, and the Purchaser shall accept, the Vodafone Sale Shares,

in each case free from all charges and encumbrances and from all other rights exercisable by third parties, together with all rights attached or accruing to them at Completion, pursuant to a notarial deed to that effect to be executed before the Notary (the "**Vodafone Deed of Transfer**").

- 2.2 Vodafone shall procure that, on or prior to Completion, any and all rights of pre-emption over the Vodafone Target Company Shares and Liberty Global shall procure that, on or prior to Completion, any and all rights of pre-emption over the Liberty Global Target Company Shares and the JV Co Shares, in each case, are waived irrevocably by the persons entitled thereto.
- 2.3 The transfers of the Liberty Global Sale Shares and the Vodafone Sale Shares in sub-clauses 2.1(A)(ii) and 2.1(H)(ii) shall, in each case, be given in consideration for debt in the amount of €1,422,000,000 left outstanding from the Purchaser (as borrower) to the relevant Seller (as lender). No interest shall accrue on such debt.

3. Estimated Vodafone Equalisation Consideration

3.1 Prior to Completion:

- (A) Vodafone undertakes to keep Liberty Global reasonably informed of its estimates as to the Pre-Completion Vodafone Net Debt Adjustment and Pre-Completion Vodafone Working Capital Adjustment including (unless Liberty Global agrees otherwise) providing Liberty Global, at quarterly meetings or as otherwise agreed by the Sellers, with updates within 15 Business Days of the end of each calendar quarter (31 March, 30 June, 30 September and 31 December) of its estimates as to the Vodafone Net Debt and Vodafone Working Capital as at the end of the relevant calendar quarter in the format set out in Part E of Schedule 11 (Financial Adjustments: Amounts) (a **"Vodafone Quarterly Update"**), and, at the reasonable request of Liberty Global, meet with Liberty Global's representatives to discuss any Vodafone Quarterly Update; and
- (B) Liberty Global undertakes to keep Vodafone reasonably informed of its estimates as to the Pre-Completion Liberty Global Net Debt Adjustment and Pre-Completion Liberty Global Working Capital Adjustment including (unless Vodafone agrees otherwise) providing Vodafone, at quarterly meetings or as otherwise agreed by the Sellers, with updates within 15 Business Days of the end of each calendar quarter (31 March, 30 June, 30 September and 31 December) of its estimates as to the Liberty Global Net Debt and Liberty Global Working Capital as at the end of the relevant calendar quarter in the format set out in Part E of Schedule 11 (Financial Adjustments: Amounts) (a **"Liberty Global Quarterly Update"**) and, at the reasonable request of Vodafone, meet with Vodafone's representatives to discuss any Liberty Global Quarterly Update.

3.2 On the Business Day following the date on which the last in time of the conditions listed in Schedule 1 (Conditions to Completion) shall have been satisfied or waived in accordance with this Agreement or such other date as the parties may agree:

- (A) Vodafone shall notify Liberty Global of the Pre-Completion Vodafone Net Debt Adjustment and Pre-Completion Vodafone Working Capital Adjustment, in each case (a) all estimates being made in good faith, (b) calculated on a basis consistent with the provisions set out in Schedule 10 (Post-Completion Financial Adjustments), and (c) accompanied by reasonable supporting evidence for such estimates including an explanation of material movements between the last Vodafone Quarterly Update; and
- (B) Liberty Global shall notify Vodafone of the Pre-Completion Liberty Global Net Debt Adjustment and Pre-Completion Liberty Global Working Capital Adjustment, in each case (a) all estimates being made in good faith, (b) calculated on a basis consistent with the provisions set out in Schedule 10 (Post-Completion Financial Adjustments), and (c) accompanied by reasonable supporting evidence for such estimates including an explanation of material movements between the last Liberty Global Quarterly Update.

- 3.3 Following Completion, the Estimated Vodafone Equalisation Consideration shall be adjusted as set out in Schedule 10 (Post-Completion Financial Adjustments) and the **“Final Vodafone Equalisation Consideration”** shall be the Estimated Vodafone Equalisation Consideration as adjusted by any payments required to be made under Part D of Schedule 10 (Post-Completion Financial Adjustments). The Final Vodafone Equalisation Consideration shall (subject to further adjustment, if applicable, pursuant to sub-clause 29.9) be adopted for all Tax reporting purposes.

4. **Conditions**

- 4.1 The contribution and/or transfer of the Shares and sale of the JV Co Shares pursuant to this Agreement are in all respects conditional upon those matters listed in Schedule 1 (Conditions to Completion).
- 4.2 Vodafone will use all reasonable endeavours to fulfil or procure the fulfilment of the conditions listed in paragraphs 1 and 2 of Schedule 1 (Conditions to Completion) before the Long Stop Date and will notify the Purchaser and Liberty Global as soon as reasonably practicable of the satisfaction of each such condition.
- 4.3 Liberty Global will use all reasonable endeavours to fulfil or procure the fulfilment of the conditions listed in paragraphs 1 and 2 of Schedule 1 (Conditions to Completion) before the Long Stop Date and will notify the Purchaser and Vodafone as soon as reasonably practicable of the satisfaction of each such condition.
- 4.4 The Sellers shall consent, cooperate and keep each other reasonably informed regarding communications with, and requests for additional information from, the Relevant Regulatory Authorities regarding the preparation and filing of the notifications necessary for the fulfilment of the conditions in paragraph 1 and paragraph 2 of Schedule 1 (Conditions to Completion). The Sellers shall use their respective best endeavours to provide promptly all information that is requested pursuant to a request by the Relevant Regulatory Authorities. To the extent permitted by law or regulation, the Sellers shall provide each other with a reasonable opportunity to review and comment on any information provided to the Relevant Regulatory Authorities in relation to the transactions contemplated by this Agreement.
- 4.5 The Sellers shall each have an opportunity to approve and mutually agree on the joint contents of any submissions to the Relevant Regulatory Authorities (excluding any information which is confidential to any Seller) and shall be jointly responsible for the accuracy of such contents. Each Seller shall be responsible for the accuracy of the contents of any submissions to the Relevant Regulatory Authorities that exclusively relate to itself, its Target Group and any member of its Retained Group.
- 4.6 Each Seller undertakes to disclose in writing to the other anything which will or may prevent any of the conditions set out in Schedule 1 (Conditions to Completion) from being satisfied on or prior to the Long Stop Date immediately after it comes to their attention. Without prejudice to the generality of the foregoing, this includes disclosure of any indication that any Relevant Regulatory Authority may intend to withhold its approval of, or raise an objection to, or withdraw any licence or authorisation following, or impose a condition on or following, the sale and purchase of the Shares pursuant to this Agreement.

- 4.7 The condition set out at paragraph 2 (Minister for Economic Affairs) of Schedule 1 (Conditions to Completion) may be waived by the Sellers jointly in writing.
- 4.8 If any of the conditions set out in Schedule 1 (Conditions to Completion) is not fulfilled by the relevant Seller or Sellers, as the case may be, on or before 5.00 p.m. on the Long Stop Date then the parties may postpone the Long Stop Date by agreement between them (the Long Stop Date, as so postponed, being the “**Postponed Long Stop Date**”).
- 4.9 If, in the circumstances set out in sub-clause 4.8, either:
- (A) the Long Stop Date is not postponed; or
 - (B) any of the conditions remain to be fulfilled or waived by 5.00 p.m. on the Postponed Long Stop Date,
- subject to sub-clause 4.10, this Agreement shall be capable of termination by either party immediately on written notice to the other.
- 4.10 If this Agreement terminates in accordance with sub-clause 4.9, and without limiting the relevant Seller’s right to claim damages, all obligations of the parties under this Agreement shall end (except for the provisions of this clause 4.10 and clauses 1 (Interpretation) and 25 (Notices) to 35 (Language) inclusive) but (for the avoidance of doubt) all rights and liabilities of the parties which have accrued before termination shall continue to exist.
5. **Conduct of business before Completion**
- 5.1 Subject to applicable law and to sub-clause 5.2, each Seller shall procure that, between the date of the Signing Protocol and Completion, no member of its Target Group will undertake, and each Seller warrants that no member of its Target Group has undertaken since the date of the Signing Protocol, any act which is outside the ordinary course of the business of such Target Group member as carried on at the date of the Signing Protocol without the prior written consent of the other Seller (such consent not to be unreasonably withheld or delayed), which consent states that it is being given for the purposes of this sub-clause 5.1. In particular, each Seller shall procure that no member of its Target Group will undertake, and each Seller warrants that no member of its Target Group has undertaken since the date of the Signing Protocol, any of the acts or matters listed in Schedule 5 (Conduct of business before Completion) without the prior written consent of the other Seller identified as being for the purposes of this sub-clause 5.1 (such consent not to be unreasonably withheld or delayed).
- 5.2 Sub-clause 5.1 shall not operate so as to restrict or prevent:
- (A) the Liberty Global Pre-Completion Reorganisation;
 - (B) the Vodafone Pre-Completion Reorganisation;
 - (C) any action taken by Vodafone or any member of its Retained Group in connection with the KPN Litigation or any distribution to its Retained Group of

any payment, or damages made or awarded pursuant to any judgement, award or settlement of the KPN Litigation;

- (D) any action taken by Vodafone or any member of its Retained Group in connection with any matter listed in sub-clauses 10.17 and 10.18 or by Liberty Global or any member of its Retained Group in connection with any matter listed in sub-clause 10.16;
- (E) any matter reasonably undertaken by any member of a Target Group or a Retained Group in the case of an emergency or disaster or other serious incident or circumstance with the intention of minimising any adverse effect on the relevant Target Group (and of which the other Seller and the Purchaser will be promptly notified);
- (F) any matter to the extent that it is expressly provided for (i) in the case of Liberty Global, in the document entitled "16.12.20. 20160127 Lynx LRP December Roll_v14.xlsx" set out in folder 16.12.20 of the Liberty Global Data Room, or (ii) in the case of Vodafone, in the Vodafone 2017 Budget set out in folder 10.1.2.8 of the Vodafone Data Room and/or the Vodafone Long Range Plan set out in folder 10.1.2.3 of the Vodafone Data Room;
- (G) completion or performance of any obligation undertaken pursuant to any contract or arrangement entered into by or relating to any member of the relevant Target Group before the date of the Signing Protocol and fairly disclosed in the relevant Data Room.
- (H) preparation for any Recapitalisation in accordance with the principles set out in Schedule 3 (excluding paragraph (A)) to the Shareholders Agreement or (ii) preparation for and implementation of any refinancing (other than refinancing of any bonds) or repayment of the Financing Facilities of the Liberty Global Target Group or (iii) any activity, in the reasonable opinion of Liberty Global, required to manage the covenants of the Liberty Global Target Group and, for the avoidance of doubt, nothing in Schedule 5 shall place any restriction on the price or margin at which financial indebtedness (other than bonds) may be issued or refinanced;
- (I) any increase in emoluments of any category of employees of any member of the Target Group where such increase is made in accordance with the normal practice of the relevant employing member of the relevant Target Group in relation to an annual review process;
- (J) the payment of any Tax liability, the due date for payment of which falls on or before the Completion Date, or the utilisation or set-off of any Tax relief where, but for such utilisation or set-off, any Tax liability would have arisen of which the due date of payment would have fallen on or before the Completion Date;
- (K) a payment to a member of the relevant Retained Group to reimburse a payment of any Tax liability made on behalf of a member of the Target Group, where the due date for payment to the relevant Retained Group member falls on or before the Completion Date;

- (L) any other matter required or expressly permitted by the Share Purchase Documents or necessary to implement the transfer of the Shares to the Purchaser and the transfer of the JV Co Shares to Vodafone in accordance with this Agreement;
- (M) any matter required in order to comply with any law or regulation (including the requirements of any relevant governmental or regulatory authority);
- (N) any vendor financing, handset financing or cash management activities by members of the Target Group or the Retained Group, including upstreaming and downstreaming of funds by way of inter-company loans, dividends and/or equity contributions;
- (O) the obtaining of a consumer credit licence by Ziggo Toestel Financiering B.V.; or
- (P) the granting of any guarantee by UPC Western Europe Holding BV and UPC Western Europe Holding 2 BV in connection with the amendment and restatement of the Intercreditor Agreement (as defined in the UPC SFA).

5.3 Consent under sub-clause 5.1 shall be deemed to have been given to the relevant Seller if such consent has neither been granted nor denied by the other Seller within ten Business Days of the Seller notifying the other in accordance with clause 25 (Notices) of its intention to undertake such act or matter.

5.4 Between the date of this Agreement and Completion, the parties shall cooperate in good faith:

- (A) to agree definitive and legally binding documentation with respect to the Framework Agreement and, if at Completion legally binding documentation with respect to the Framework Agreement has not been agreed, the Framework Agreement Term Sheet shall be binding on the parties in accordance with its terms; and
- (B) to complete the following information in relation to the following appointments to be made under the Shareholders Agreement: the Supervisory Directors; the Chairman (and the sequence in which the Shareholders have the right to appoint the Chairman); the secretary of the Company; the Managing Director and CEO; the Managing Director and CFO; the CTO; the Head of Consumer Business; the Head of Enterprise Business; the Head of Human Resources; the General Counsel, in each case as those terms are defined in the Shareholders Agreement;
- (C) to agree the board regulations for the supervisory board of the Purchaser; and
- (D) to agree the appropriate corporate policies and procedures to be adopted by the Purchaser (including a bribery and corruption policy, insider dealing policy and data protection and privacy policy), being at least as stringent as the equivalent policies adopted by Vodafone and Liberty Global in relation to their respective Retained Groups (unless otherwise agreed by the Sellers in writing).

5.5 Each of the Sellers undertakes, subject to the limitations of competition law, to keep the other reasonably informed of its Target Group's trading updates including (unless otherwise agreed between the Sellers) providing such other Seller with copies of its Target Group's monthly management accounts and key KPIs within 15 Business Days of the end of each calendar month to be provided, with respect to Vodafone, substantially in the form of the Exco Summary Performance Packs contained in folder 10.1.1 of the Data Room, and, with respect to Liberty Global, substantially in the form of the Financial Reports (Monthly Management Accounts and KPIs) contained in folders 2.03.01 and 2.03.02 of the Data Room, and at the reasonable request of the other Seller, meeting with such other Seller's representatives to discuss such management accounts and KPIs.

5.6 Liberty Global undertakes to Vodafone that, between the date of this Agreement and Completion, it shall procure that the Purchaser:

- (A) shall not incur any liabilities or obligations (whether, in each case, contingent or otherwise) except any immaterial liabilities or obligations which were or are required to be incurred in respect of its incorporation and other than as expressly set out in this Agreement;
- (B) shall not be engaged in any trading or take any action other than directly for the purpose of entering into this Agreement and implementing the transactions contemplated by this Agreement;
- (C) shall not act in breach of any applicable law or judgment; and
- (D) shall not waive or otherwise compromise any rights which it has, or which arise, pursuant to or in connection with any of the Share Purchase Documents and will preserve such rights,

and Liberty Global warrants to Vodafone that the Purchaser has not done any of the acts set out in sub-clauses (A) to (D) above since the date of on which the Purchaser was incorporated.

5.7 Liberty Global shall, if it in its absolute discretion elects, procure that Ziggo Toestel Financiering B.V, obtains a consumer credit licence between the date of this Agreement and Completion. Liberty Global undertakes to notify Vodafone as soon as reasonably practicable if Ziggo Toestel Financiering B.V, obtains such a consumer credit licence prior to Completion.

5.8

- (A) Liberty Global warrants to the Purchaser at the date of the Signing Protocol that (i) the Existing Interest Rate Derivatives and the Existing FX Derivatives are the only Derivatives that have been entered into by any member of the Liberty Global Target Group and are outstanding and that no amendments have been made to or actions taken in relation to the Existing Interest Rate Derivatives or the Existing FX Derivatives since 31 December 2015, and (ii) none of the Existing Interest Rate Derivatives or Existing FX Derivatives has been cashed out, settled or closed out and the notional amounts of the Existing Interest Rate

Derivatives and Existing FX Derivatives have not been increased or reduced since 31 December 2015.

(B) Except (i) with the prior written consent of Vodafone (such consent not to be unreasonably withheld or delayed) or (ii) where Liberty Global and Vodafone agree (each acting reasonably) amendments to the provisions of Schedule 10 (Post-Completion Financial Adjustments) to reflect the relevant action referred to in paragraphs (i) to (iv) below, prior to Completion, Liberty Global undertakes to procure that:

- (i) no amendments are made to or actions taken in relation to the Existing Interest Rate Derivatives or the Existing FX Derivatives;
- (ii) no new Derivatives (other than Derivatives entered into in relation to an issue or refinancing of financial indebtedness provided that such Derivatives are entered into in accordance with past practice to hedge to maturity interest rate or currency risk) are entered into by any member of the Liberty Global Target Group and none of the Existing Interest Rate Derivatives or the Existing FX Derivatives is replaced;
- (iii) none of the Existing Interest Rate Derivatives or the Existing FX Derivatives is cashed out, settled or closed out and no action is taken to increase or reduce the notional amounts of the Existing Interest Rate Derivatives or the Existing FX Derivatives, in each case in the period between the date of the Signing Protocol and Completion; and
- (iv) all of the obligations of members of the Liberty Global Target Group under and pursuant to the Existing Interest Rate Derivatives and Existing FX Derivatives are complied with.

5.9 Liberty Global shall use reasonable endeavours (i) on or before Completion, to procure the transfer of the rights and obligations of any member of its Retained Group under the Ajax Contract to a member of the Liberty Global Target Group and (ii) to procure that any member of its Retained Group which is a party to the Ajax Contract shall act in accordance with the reasonable instructions of the Liberty Global Target Group with respect to the fulfilment of the Ajax Contract.

5.10 Vodafone undertakes to the Purchaser that it shall use all reasonable endeavours to comply, and procure that each member of the Vodafone Target Group uses all reasonable endeavours to comply (in each case between the date of the Signing Protocol and Completion), with the Dutch Consumer Credit Act (*Wet op het consumentenkrediet*), the Dutch Financial Supervisory Act (*Wet op het financieel toezicht*) and all laws and regulations relating to them as a result of the Handset Financing Ruling.

5.11 Liberty Global shall pay to the Purchaser such amount as is required to indemnify the Purchaser and each member of the Purchaser's Group against all action, claims, proceedings, loss, damage, penalty, payments, costs or expenses (together "**Indemnified TSA Costs**") incurred by the Purchaser or any member of the Purchaser's Group in relation to or arising out of the payment of the TS First Technology Fee by Liberty Global Target Company to Liberty Global B.V. or payment of the TS Second Technology Fee by Ziggo Services B.V. and/or Ziggo B.V. to Liberty Global Target Company pursuant to the steps envisaged by sub-clauses 2.1(B) to (E), provided that

for the avoidance of doubt Liberty Global shall not be liable under this sub-clause 5.11 for any Indemnified TSA Costs to the extent that they that arise as a result of or by reference to the non-deductibility and/or non-amortisation for Tax purposes of the TS Technology Fee or any asset attributable to the TS Technology Fee.

5.12 The parties acknowledge that Liberty Global expects the Purchaser's Group to receive a refund or credit from the Dutch Tax Authority in respect of VAT arising in connection with the payment of the TS First Technology Fee by Liberty Global Target Company to Liberty Global B.V. (the amount of such VAT being the "**TS Technology Fee VAT Amount**"). The parties further acknowledge that an amount equal to the TS Technology Fee VAT Amount will be treated as a positive receivable in the calculation of Liberty Global Working Capital in the Completion Statement. If, for whatever reason, the Purchaser's Group has not been granted a refund or credit in respect of and equal to the TS Technology Fee VAT Amount from the Dutch Tax Authority before the Adjustment Settlement Date, Liberty Global hereby covenants to pay to Vodafone within 5 Business Days after the Adjustment Settlement Date an amount equal to:

- (A) 50 per cent of the difference between the TS Technology Fee VAT Amount and the amount of any refund or credit granted to the Purchaser's Group from the Dutch Tax Authority in respect of the TS Technology Fee VAT Amount before the Adjustment Settlement Date (the full amount of such difference being the "**Irrecoverable VAT Amount**") less 50 per cent of any reasonable out-of-pocket costs of recovery, less
- (B) 50 per cent of the value of any Relief (other than any Relief within sub-paragraph (a) of the definition of Purchaser's Relief and any credit or refund of VAT) which any member of the Purchaser's Group has received or obtained, or will receive or obtain, to the extent that such Relief is directly attributable to the Irrecoverable VAT Amount, the value of any such Relief to be agreed between Vodafone and Liberty Global acting reasonably and in good faith. For the avoidance of doubt, this shall not include any Relief directly attributable to the TS First Technology Fee or the TS Second Technology Fee other than to the extent such amounts comprise the Irrecoverable VAT Amount.

The Purchaser agrees that it shall not make any claim for or relating to the TS Technology Fee VAT Amount under the Tax Covenant and the Sellers shall procure that no such claim is made.

5.13 If Liberty Global makes a payment to Vodafone under paragraph 5.12 above and any member of the Purchaser's Group subsequently is granted a refund or credit from the Dutch Tax Authority in respect of all or part of the Irrecoverable VAT Amount, Vodafone hereby covenants to pay to Liberty Global within 5 Business Days of such refund or credit being granted an amount equal to:

- (A) 50 per cent of the amount of the Irrecoverable VAT Amount that has been subsequently so refunded or credited by the Dutch Tax Authority (the full amount of such refund or credit being the "**Recovered VAT Amount**") less 50 per cent of any reasonable out-of-pocket costs of recovery, less

- (B) 50 per cent of the value of any Relief deducted from the Irrecoverable VAT Amount in accordance with paragraph 5.12(B) above to the extent that such Relief is directly attributable to the Recovered VAT Amount, the value of any such Relief to be agreed between Vodafone and Liberty Global acting reasonably and in good faith.
- 5.14 The parties agree to procure that the Purchaser's Group shall use all reasonable endeavours to make its first VAT filing after Completion as soon as reasonably practicable after Completion and shall (i) incorporate the TS Technology Fee VAT Amount in such filing in a manner consistent with the intention of being granted a refund or credit in respect of the TS Technology Fee VAT Amount and (ii) disregard the TS Second Technology Fee in such filing on the basis that such fee is paid within the applicable VAT fiscal unity and therefore does not constitute the whole or part of the consideration for any taxable supply or supplies for VAT purposes.
- 5.15 The parties acknowledge that Liberty Global does not expect the TS Second Technology Fee payable by Ziggo Services B.V. and/or Ziggo B.V. to Liberty Global Target Company pursuant to the steps envisaged by sub-clauses 2.1(B) to (E) of this Agreement to constitute the whole or part of the consideration for any taxable supply or supplies for VAT purposes made by Liberty Global Target Company to Ziggo Services B.V. and/or Ziggo B.V. (or, if relevant, to the representative member of their VAT group). If, notwithstanding that expectation, the TS Second Technology Fee is or becomes the whole or part of the consideration for any taxable supply for VAT purposes for which Liberty Global Target Company (or, if relevant, the representative member of its VAT group unless such representative member is not a member of the Purchaser's Group) is liable to account (such amount being the **"TS Second Technology Fee VAT Amount"**), Liberty Global hereby covenants to pay to Vodafone:
- (A) 50 per cent of the difference between the TS Second Technology Fee VAT Amount and the amount of any refund or credit granted to the Purchaser's Group from the Dutch Tax Authority in respect of the TS Second Technology Fee VAT Amount (the full amount of such difference being the **"Second Irrecoverable VAT Amount"**) less 50 per cent of any reasonable out-of-pocket costs of recovery, less
- (B) 50 per cent of the value of any Relief (other than any Relief within sub-paragraph (a) of the definition of Purchaser's Relief and any credit or refund of VAT) which any member of the Purchaser's Group has received or obtained, or will receive or obtain, to the extent that such Relief is directly attributable to the Second Irrecoverable VAT Amount, the value of any such Relief to be agreed between Vodafone and Liberty Global acting reasonably and in good faith. For the avoidance of doubt, this shall not include any Relief directly attributable to the TS First Technology Fee or the TS Second Technology Fee other than to the extent such amounts comprise the Second Irrecoverable VAT Amount.

The Purchaser agrees that it shall not make any claim for or relating to the TS Second Technology Fee VAT Amount under the Tax Covenant and the Sellers shall procure that no such claim is made.

- 5.16 If Liberty Global makes a payment to Vodafone under paragraph 5.15 above and any member of the Purchaser's Group subsequently is granted a refund or credit from the Dutch Tax Authority in respect of all or part of the Second Irrecoverable VAT Amount, Vodafone hereby covenants to pay to Liberty Global within 5 Business Days of such refund or credit being granted an amount equal to:
- (A) 50 per cent of the amount of the Second Irrecoverable VAT Amount that has been subsequently so refunded or credited by the Dutch Tax Authority (the full amount of such refund or credit being the "**Second Recovered VAT Amount**") less 50 per cent of any reasonable out-of-pocket costs of recovery, less
 - (B) 50 per cent of the value of any Relief deducted from the Second Irrecoverable VAT Amount in accordance with paragraph 5.15(B) above to the extent that such Relief is directly attributable to the Second Recovered VAT Amount, the value of any such Relief to be agreed between Vodafone and Liberty Global acting reasonably and in good faith.
- 5.17 For the avoidance of doubt, the Purchaser agrees that it shall not make any claim under Clause 5.11 of this Agreement for the amount of the TS Technology Fee VAT Amount, Irrecoverable VAT Amount, TS Second Technology Fee VAT Amount or Second Irrecoverable VAT Amount (or other amount within the scope of Clause 5.12 or 5.15 above) and the Sellers shall procure that no such claim is made.
6. **Pre-Completion Steps**
- 6.1 Before Completion, Liberty Global shall carry out the pre-Completion steps set out in, and in accordance with, Schedule 7 (together the "**Liberty Global Pre-Completion Reorganisation**"). At least 5 Business Days before taking any of the steps set out in Schedule 7 or sub-clauses 2.1(B) and 2.1(E), Liberty Global shall provide Vodafone with all draft documentation for implementing each step and shall, in its sole discretion, consult with Vodafone in relation to such step or document.
- 6.2 Before Completion, Vodafone shall carry out the pre-Completion steps set out in, and in accordance with, Schedule 8 (the "**Vodafone Pre-Completion Reorganisation**"). At least 5 Business Days before taking any of the steps set out in Schedule 8, Vodafone shall provide Liberty Global with all draft documentation for implementing each step and shall, in its sole discretion, consult with Liberty Global in relation to such step or document.
- 6.3 Neither the Liberty Global Pre-Completion Reorganisation nor the Vodafone Pre-Completion Reorganisation may be amended, except with the prior written consent of both Sellers, such consent not to be unreasonably withheld or delayed.
- 6.4 Before Completion, subject to the provisions of Schedule 7 and Schedule 8, each Seller shall procure that each Inter-Company Loan Receivable is settled in full either by payment in cash, by distribution in cash or in specie or by set off against an equal amount of Inter-Company Loan Payables, such that no Inter-Company Loan Receivables will exist at Completion.

6.5 Unless the Sellers otherwise agree in writing identified as being for the purposes of this sub-clause 6.5, each Seller shall:

- (A) by no later than ten (10) Business Days before Completion, agree with the other Seller the applicable arms' length interest rate to be adopted for the purposes of the Liberty Global Inter-Company Loan Amendment Agreement and the Vodafone Inter-Company Loan Amendment Agreement;
- (B) on a date agreed between the Sellers in writing (or, if not agreed, ten (10) Business Days before Completion), notify the other Seller of the amount of each of its respective Inter-Company Loan Payables as at that date; and
- (C) no later than five Business Days after the receipt of the notifications in sub-clause 6.5(B) (or, if a date is not agreed under sub-clause 6.5(B)), five Business Days prior to Completion) repay or capitalise (or procure the repayment or capitalisation of) all of its Inter-Company Loan Payables, including all Inter-Company Loan Payables which may have arisen since the date of the notices provided in sub-clause (A), except its Agreed Shareholder Debt, so that no Inter-Company Loan Payables except the Agreed Shareholder Debt remain outstanding at Completion.

For the purposes of this clause 6.5, a “**capitalisation**” shall constitute a share premium contribution or a settlement in consideration for the issue of ordinary shares, in which case the lender shall procure that those shares will be transferred directly or indirectly to the direct parent of the borrower or an assignment of the relevant loan receivable by the lender directly or indirectly to the relevant direct parent of the borrower followed by settlement by way of a share premium contribution or in consideration for the issue of ordinary shares (or steps with equivalent effect).

- 6.6 Immediately following the step set out in clause 6.5, and subject to agreement by the Sellers with respect to the applicable arms' length interest rate, (A) Liberty Global shall procure the entry by the relevant members of its Target Group and/or Retained Group into the Liberty Global Inter-Company Loan Amendment Agreement and (B) Vodafone shall procure the entry by the relevant members of its Target Group and/or Retained Group into the Vodafone Inter-Company Loan Amendment Agreement.
- 6.7 Following the steps in clauses 6.4 and 6.5 (and both prior to and following Completion), either Seller (the “**Discussion Notice Sender**”) may issue a notice (a “**Discussion Notice**”) to the other Seller (the “**Recipient**”), requiring both Sellers to discuss in good faith and cooperate with each other to agree in writing a mutual arrangement in respect of such of their respective Target Groups' Inter-Company Loan Payables as are outstanding at the date of the Discussion Notice (including, for the avoidance of doubt, the Agreed Shareholder Debt). Following the receipt of a Discussion Notice by the Recipient, the Sellers shall so discuss and cooperate for a period of 15 Business Days. If, at the end of such period, the Sellers have not reached such agreement, the Discussion Notice Sender shall be entitled to issue a notice (a “**Capitalisation Notice**”) to the Recipient, requiring both Sellers to capitalise (or procure the capitalisation of) their respective Target Groups' Inter-Company Loan Payables as at the date of the Capitalisation Notice (including, for the avoidance of doubt, the Agreed Shareholder Debt) in full, in which case both Sellers shall capitalise (or procure the capitalisation of)

their respective Target Groups' Inter-Company Loan Payables as at the date of the Capitalisation Notice in full within five Business Days after receipt by the Recipient of the Capitalisation Notice. For the purposes of this clause 6.7, a “**capitalisation**” shall constitute a share premium contribution or a settlement in consideration for the issue of ordinary shares, in which case the lender shall procure that those shares will be transferred directly or indirectly to the direct parent of the borrower or an assignment of the relevant loan receivable by the lender directly or indirectly to the relevant direct parent of the borrower followed by settlement by way of a share premium contribution or in consideration for the issue of ordinary shares (or steps with equivalent effect).

- 6.8 If the Sellers are unable to agree the applicable interest rate that should apply to both the Liberty Global Inter-Company Loan Amendment Agreement and the Vodafone Inter-Company Loan Amendment Agreement by ten (10) Business Days before Completion, either party may issue a Capitalisation Notice in accordance with the procedure set out in clause 6.7 provided that such notice is issued no fewer than five (5) Business Days prior to Completion.

Consultation with the Dutch Tax Authority

- 6.9 Promptly after the date of this Agreement, the Sellers shall jointly consult with the relevant competent department/office of the Tax Authority in The Netherlands (the “**Dutch Tax Authority**”) in order to discuss and agree the Dutch Tax consequences of the internal and external debt financing at the level of the Purchaser and the Target Companies, including pursuant to any Recapitalisation or refinancing (the “**Joint Matter**”), provided that, in relation to the Joint Matter, Liberty Global shall, subject to sub-clause 6.10, lead and control conduct of any proceedings taken in connection with the Joint Matter (including by sending all correspondence and attending all meetings and calls) unless Liberty Global and Vodafone agree (acting in good faith) that it would be more appropriate for Vodafone to lead and control such proceedings (subject to sub-clause 6.10) having regard, amongst other things, to the particular Dutch Tax Authority office that is determined to be responsible for the Joint Matter.
- 6.10 Where there is or is to be any correspondence, meeting or telephone call with the Dutch Tax Authority in relation to a Joint Matter, each Seller and the Purchaser shall, and shall procure that the relevant Group Company shall:
- (A) promptly send copies of all such correspondence received, and copies of all draft replies, to the other parties;
 - (B) give each Seller an opportunity to make comments on all draft replies mentioned in sub-clause (A) above a reasonable time in advance of the submission of those replies to the Dutch Tax Authority, and shall ensure that all reasonable comments received prior to their submission to the Dutch Tax Authority are properly reflected therein; and
 - (C) give reasonable advance notice of any such meeting or call to the other parties and shall permit the other parties' nominated individual(s) to attend and participate in such meeting or call,

in each case only to the extent that the relevant correspondence, reply, meeting or call relates to the Joint Matter.

- 6.11 Subject to sub-clause 6.9, Liberty Global shall be entitled to consult with the Dutch Tax Authority in order to discuss and agree the Dutch Tax consequences of the Liberty Global Pre-Completion Reorganisation and the contribution and/or transfer of the Liberty Global Transferred Group to the Purchaser, provided that Liberty Global shall keep Vodafone reasonably informed of the progress of those discussions.
- 6.12 Subject to sub-clause 6.9, Vodafone shall be entitled to consult with the Dutch Tax Authority in order to discuss and agree the Dutch Tax consequences of the Vodafone Pre-Completion Reorganisation and the contribution and/or transfer of the Vodafone Transferred Group to the Purchaser, provided that Vodafone shall keep Liberty Global reasonably informed of the progress of those discussions.
- 6.13 The Sellers and the Purchaser shall, and the Purchaser shall procure that the members of the Purchaser's Group shall, subject to compliance with applicable competition and other laws, afford such access to their personnel, books, accounts and records and provide such assistance as is necessary and reasonable to enable each other to conduct matters in accordance with their rights and obligations under sub-clauses 6.9 to 6.12.

7. **Post-Completion reorganisation**

- 7.1 Immediately following Completion, the Sellers shall procure that the Purchaser shall contribute the Vodafone Target Company Shares to Ziggo Group Holding B.V..
- 7.2 Subject to completion of the step set out in sub-clause 7.1 above, on or following Completion, the Purchaser shall procure the contribution of the Vodafone Target Company first to New Sub-Holdco I, then by New Sub-Holdco I to New Sub-Holdco II, and then by New Sub-Holdco II to New Sub-Holdco III.

8. **Recapitalisation**

- 8.1 Prior to and following Completion, the Sellers shall discuss in good faith and cooperate with each other in relation to the matters set out below (it being acknowledged that these matters may involve other members of the Sellers' respective groups), and each Seller shall use reasonable endeavours to cause its advisers and representatives, including legal and accounting advisers and representatives, to cooperate in relation to the matters set out below, in each case in connection with any Recapitalisation (including any offering or private placement of debt securities) carried out in accordance with the principles set out in Schedule 3 (Warranties) (excluding paragraph (A)) of the Shareholders Agreement and clause 6.9 of this Agreement, including:
 - (A) providing the other Seller as promptly as practicable (and in any event no later than on or about Completion) with such financial information (including pro forma information and related reconciliation from IFRS to US GAAP) and other pertinent information (including updates to such information) regarding members of its Target Group as may be reasonably requested in connection with any Recapitalisation, including information that is customary to be included

in marketing materials, offering documentation and/or any other documentation or deliverables, and comfort information in connection with auditor comfort letters required by the other Seller's advisers (together the **"Required Information"**);

- (B) participating in a reasonable number of meetings (including customary meetings with the parties acting as lead arrangers or agents for, and prospective lenders and purchasers of, the relevant indebtedness (on the one hand) and senior management, representatives and/or advisors of members of its Target Group with appropriate seniority and expertise (on the other hand)), presentations, road shows, due diligence sessions, drafting sessions and sessions with rating agencies, and assisting with the preparation of materials for such meetings, presentations, road shows and sessions, and otherwise reasonably cooperating with marketing efforts;
- (C) issuing customary representation letters to auditors and using its reasonable endeavours to obtain customary consents and comfort letters of independent accountants and customary legal opinions and 10b-5 letters (including providing any information reasonably requested for due diligence purposes);
- (D) assisting with the preparation of customary confidential information memoranda and other customary marketing materials to be used in connection with any syndication reasonably deemed necessary by any lead arranger or equivalent person;
- (E) assisting with the procurement of public corporate credit ratings, public corporate family ratings and public ratings (as applicable) from each of Standard & Poor's Ratings Services and Moody's Investors Service, Inc., respectively, in respect of relevant issuers, borrowers and guarantors and facilities, notes and other instruments issued;
- (F) assisting with the preparation of any credit agreements, indentures and similar documents and any pledges, security documents and intercreditor agreements and other financing documents, collateral filings and other certificates and documents, and otherwise reasonably facilitating the pledging of collateral;
- (G) providing all such documents and other information about any members of the Target Group as are reasonably requested with respect to applicable "know your customer" and anti-money laundering rules and regulations including the USA PATRIOT Act;
- (H) if requested, arranging for the repayment of indebtedness of its Target Group and using its reasonable endeavours to obtain customary pay-off letters, lien terminations, title transfers, and instruments of discharge or transfer relating to any collateral to be delivered;
- (I) cooperating reasonably with financing sources' due diligence, to the extent customary and reasonable;

- (J) using its reasonable endeavours to provide certificates from the relevant members of the Target Group with respect to the information provided by such members in any offering memorandum or other document; and
- (K) consenting to the use of logos of members of the Target Group (subject to such reasonable conditions as the relevant member of the Target Group may impose), provided that such logos are used solely in a manner that is not intended to or reasonably likely to harm or disparage any member of the Target Group or the reputation or goodwill thereof.

8.2 The provisions of this clause 8 (Recapitalisation Preparation) shall be subject to applicable law and regulation.

9. Completion

9.1 Completion shall take place at the offices of NautaDutilh N.V. at Beethovenstraat 400, Amsterdam on the last day of the month in which fulfilment or waiver of the conditions set out in clause 4 (Conditions to Completion) takes place, except that where less than five Business Days remain between such fulfilment and service and the last day of the month, Completion shall take place:

- (A) on the last day of the following month; or
- (B) at such other location, time or date as may be agreed between the Sellers,

it being understood that the transfers of the Shares and the JV Co Shares shall take place on Completion at the offices of the Notary by way of execution of the Deeds of Transfer before the Notary.

9.2 At Completion, the parties shall comply with their respective obligations in sub-clauses 2.1 and 2.2 (in each case as applicable) and the Sellers shall do those things listed in Part A (Seller's obligations) and Part D (Execution of Deeds of Transfer) of Schedule 2 (Completion arrangements); the Purchaser shall do, and Liberty Global shall procure that the Purchaser does, those things listed in Part B (Purchaser's obligations) of Schedule 2 (Completion arrangements); and the Guarantors shall do those things listed in Part E (Guarantors' obligations) of Schedule 2 (Completion arrangements). Completion shall take place in accordance with Part C (General) of Schedule 2 (Completion arrangements).

9.3 No party shall be obliged to complete any of the transactions set out in sub-clauses 2.1 and 2.2 or carry out any of the steps set out in Schedule 2 (Completion arrangements) unless sub-clauses 6.1, 6.2, 6.5(C) and 6.6 or 6.7 (as applicable) have been complied with and irrevocable arrangements are in place for all such transactions and steps to be completed by all relevant parties on the Completion Date in accordance with the sequence of events set out in this Agreement. For the avoidance of doubt, (A) both the beneficial and legal ownership of the Liberty Global Target Company Shares and the Vodafone Target Company Shares will transfer to Purchaser at Completion and not before and (B) both the beneficial and legal ownership of the JV Co Shares will transfer to Vodafone at Completion and not before.

- 9.4 If the Estimated Vodafone Equalisation Consideration is a positive number, then Vodafone hereby assigns to Liberty Global (for no additional consideration), with effect from Completion, either (i) that portion of the receivable owing to Vodafone from the Purchaser under sub-clause 2.3 which is of an amount equal to the Estimated Vodafone Equalisation Consideration or (ii) if the receivable owing to Vodafone from the Purchaser under sub-clause 2.3 is equal to or less than the Estimated Vodafone Equalisation Consideration, the full amount of such receivable (both (i) and (ii) being the “**Relevant Assigned Amount**”).
- 9.5 The Purchaser shall pay to each Seller the amount owing to that Seller under sub-clause 2.3 (such amounts reflecting, for the avoidance of doubt, the assignment of the Relevant Assigned Amount under sub-clause 9.4) out of the Escrowed Proceeds as soon as practicable after execution of the Deeds of Transfer as part of the distribution or payment of the Escrowed Proceeds to each Retained Group. The Sellers agree to use all reasonable endeavours to procure the distribution or payment of the Escrowed Proceeds to the Purchaser as soon as practicable after Completion and in any event prior to the date falling three Business Days after the Completion Date.
- 9.6 To the extent that the receivable owing to Vodafone from the Purchaser under sub-clause 2.3 is less than the Estimated Vodafone Equalisation Consideration, Vodafone shall pay to Liberty Global an amount equal to any such shortfall (the “**Estimated Equalisation Consideration Shortfall**”). Vodafone shall pay the Estimated Equalisation Consideration Shortfall in cleared funds to the Liberty Global Account on the first Business Day following Completion in accordance with clause 29.
- 9.7 In the event that the Purchaser has not discharged its obligation to pay the amount owing to Liberty Global under sub-clause 2.3 in accordance with sub-clause 9.5 (including taking into account the assignment of the Relevant Assigned Amount under sub-clause 9.4) within ten Business Days after the Completion Date (the “**Estimated Equalisation Payment Deadline**”), Vodafone shall pay to Liberty Global the Estimated Vodafone Equalisation Consideration (less the amount of any Estimated Equalisation Consideration Shortfall already paid by Vodafone to Liberty Global in accordance with sub-clause 9.6) in cleared funds to the Liberty Global Account on the Estimated Equalisation Payment Deadline in accordance with clause 29. To the extent that Vodafone pays such amount to Liberty Global in accordance with this sub-clause 9.7, then Liberty Global hereby assigns to Vodafone (for nil consideration), and with immediate effect, the Relevant Assigned Amount receivable owing to Liberty Global from the Purchaser pursuant to sub-clauses 2.3 and 9.4. The Purchaser shall use best endeavours to procure the release and distribution or payment of the Escrowed Proceeds to Liberty Global and Vodafone before the Estimated Equalisation Payment Deadline.
- 9.8 If, on the date on which Completion is due to take place under sub-clause 9.1, either Seller has not complied with its obligations under clauses 6.1, 6.2, 6.5(C) and 6.6 or 6.7 (as applicable) or either Seller or the Purchaser has not complied with its obligations under sub-clause 9.2 and Schedule 2 (Completion arrangements) (and such failure to comply is material in the context of this Agreement and the transactions contemplated thereby):
- (A) in the event of non-compliance by Liberty Global, Vodafone;

(B) in the event of non-compliance by Vodafone, either Liberty Global or the Purchaser; or

(C) in the event of non-compliance by the Purchaser, Vodafone:

may elect to

(i) defer Completion (so that the provisions of this clause 9 shall apply to Completion as so deferred); or

(ii) proceed to Completion as far as practicable (without limiting its rights under this Agreement); or

(iii) terminate this Agreement by notice in writing to the other party.

9.9 If this Agreement is terminated in accordance with sub-clause 9.8 (and without limiting any party's right to claim damages in respect of the period prior to termination), all obligations of the Seller and the Purchaser under this Agreement shall end (except for the provisions of this clause 9.9 and clauses 1 (Interpretation) and 25 (Notices) to 35 (Language) inclusive) but (for the avoidance of doubt) all rights and liabilities of the parties which have accrued before termination shall continue to exist.

10. **Sellers' Warranties**

10.1 Subject to sub-clauses 12.1 and 12.2 (Remedies and Sellers' limitations on liability):

(A) Vodafone warrants to the Purchaser (in respect of the Vodafone Target Group only) that each of the Warranties set out in Part A and Part B of Schedule 3 (Warranties); and

(B) Liberty Global warrants to the Purchaser (in respect of the Liberty Global Target Group only) that each of the Warranties set out in Part A and Part C of Schedule 3 (Warranties),

was accurate in all respects at the date of the Signing Protocol.

10.2 Subject to sub-clauses 12.1 and 12.2 (Remedies and Sellers' limitations on liability), each party acknowledges and agrees that:

(A) the Warranties referred to in sub-clause 10.1 are being given by each Seller (as applicable) only to the Purchaser;

(B) any claim in respect of breach of any Warranty given by a Seller to the Purchaser may only be brought (i) after Completion and (ii) by the Purchaser; and

(C) any damages to the Purchaser in respect of breach of any Warranty (i) given by Liberty Global shall be assessed by reference to what the value of the Liberty Global Target Group would have been had the breach of Warranty not occurred and (ii) given by Vodafone shall be assessed by reference to what the value of

the Vodafone Target Group would have been had the breach of Warranty not occurred.

- 10.3 Except in the case of fraud, the Purchaser acknowledges that it does not rely on and has not been induced to enter into this Agreement and/or the Ancillary Documents on the basis of any warranties, representations, covenants, undertakings, indemnities or other statements whatsoever, other than the Warranties, and acknowledges that none of the Sellers, any member of each Retained Group, any member of each Target Group or any of their agents, officers or employees have given any such warranties, representations, covenants, undertakings, indemnities or other statements.
- 10.4 Subject to sub-clauses 12.1 and 12.2 (Remedies and Sellers' limitations on liability):
- (A) each Seller warrants, in respect of itself only, to the other Seller in the terms of the Warranties at paragraph 2 of Part A of Schedule 3 (Warranties);
 - (B) each Guarantor warrants, in respect of itself only, to the other parties in the terms of the Warranties at paragraph 2 of Part A of Schedule 3 (Warranties) as if references to the Seller were to the relevant Guarantor; and
 - (C) Liberty Global warrants to Vodafone in the terms of the JV Co Shares Warranties,
- in each case as at the date of the Signing Protocol.
- 10.5 Each of the Warranties and the JV Co Shares Warranties shall be construed as being separate and independent and (except where expressly provided to the contrary) shall not be limited or restricted by reference to or inference from the terms of any other Warranty.
- 10.6 Any Warranty qualified by the expression "**so far as the Seller is aware**" or any similar expression shall, unless otherwise stated, be deemed to refer to the actual knowledge of:
- (A) in the case of Vodafone, Robert Shuter, Carmen Velthuis, Barbara Jongerden, Eben Albertyn, Reinhard Kreft, Michael Bird, Alex Deacon and Pierre Klotz; and
 - (B) in the case of Liberty Global, Baptiest Coopmans, Ritchy Drost, Jan-Pieter Witsen Elias, Leo Geert van den Berg, Ruben Uppelschoten, Saj Vakilian, Justin Wolfe, Cindy Varga and Volker Libovsky.
- 10.7 Each Seller undertakes to the other Seller and to the Purchaser that, as soon as reasonably practicable upon it becoming aware, between the date of the Signing Protocol and Completion, of any fact, matter or circumstance relating to the Seller or its Target Group, which it is aware is or is reasonably likely to constitute a breach of any of the Fundamental Warranties at the date of the Signing Protocol and/or immediately before Completion by reference to the facts and circumstances then subsisting, it will disclose in writing such fact, matter or circumstance to the other Seller and the Purchaser.

- 10.8 Each of the Fundamental Warranties shall be deemed to be repeated immediately before Completion by reference to the facts, circumstances and knowledge then existing as if references in the Fundamental Warranties to the date of the Signing Protocol were references to the Completion Date.
- 10.9 Liberty Global warrants to the Purchaser that, at the date of the Signing Protocol, none of the Liberty Global Non-Operating Companies (i) was or carrying on any trading activities, or (ii) was subject to in any way, and whether, in each case, contingent or otherwise, any liabilities or obligations (other than ordinary course filing and reporting obligations (including in relation to Tax)), and, subject to Completion having occurred and except to the extent provided for in the Completion Statement of the Liberty Global Target Group, Liberty Global undertakes to pay to the Purchaser such amount as is required to indemnify and hold harmless the Purchaser and each member of the Purchaser's Group against and in respect of any loss or liability which exists or is suffered or incurred by the Purchaser or any member of the Purchaser's Group as a result of or in connection with any such trading activities, liabilities or obligations prior to Completion.
- 10.10 Liberty Global warrants to the Purchaser that, as at the date of the Signing Protocol, Ziggo Toestel Financiering B.V.:
- (A) was not carrying on any activities other than directly in connection with preparation to provide hand-set financing;
 - (B) does not have and is not subject to in any way, and whether, in each case, contingent or otherwise, any liabilities in excess of €1,000,000 (including in relation to Tax), and
- subject to Completion having occurred and except to the extent provided for in the Completion Statement of the Liberty Global Target Group, Liberty Global undertakes to pay to the Purchaser such amount as is required to indemnify and hold harmless the Purchaser and each member of the Purchaser's Group against and in respect of any loss or liability which exists or is suffered or incurred by the Purchaser or any member of the Purchaser's Group, in each case following Completion as a result of or in connection with any breach of the warranties in (A) and (B) above.
- 10.11 Each Seller undertakes, subject to Completion having occurred and except to the extent provided for in the Completion Statement of the relevant Target Group, to pay to the Purchaser such amount as is required in order to indemnify and hold harmless the Purchaser and/or each member of any Target Group against all actions, claims, proceedings, loss, damage, payments, costs and expenses suffered or incurred by the Purchaser and each member of any Target Group in relation to or arising out of any guarantee (including, with respect to Liberty Global, the guarantee provided by UPC Western Europe Holding 2 B.V. with respect to obligations of the Liberty Global Retained Group), indemnity or other contingent obligation given or undertaken by the Purchaser and/or any member of any Target Group in relation to or arising out of any obligations or liabilities of any member of that Seller's Retained Group.
- 10.12 The Purchaser undertakes, subject to Completion having occurred, to pay to each Seller such amount as is required in order to indemnify and hold harmless the Seller

and each member of its Retained Group against all actions, claims, proceedings, loss, damage, payments, costs and expenses suffered or incurred by that Seller and each member of its Retained Group in relation to or arising out of any guarantee, indemnity or other contingent obligation (including any obligation to any third party with respect to a guarantee provided by that third party of the obligations of a member of its Target Group (a “**Third Party Guarantee**”)) given or undertaken by that Seller and each member of its Retained Group in relation to or arising out of any obligations or liabilities of any member of the Purchaser or any Target Group.

- 10.13 Each Seller shall use reasonable endeavours to ensure that, at or as soon as possible following Completion, the Purchaser and each member of each Target Group is released in full from any guarantees (including any obligation with respect to a Third Party Guarantee and, with respect to Liberty Global, the guarantee provided by UPC Western Europe Holding 2 B.V. with respect to obligations of the Liberty Global Retained Group), indemnities, counter indemnities and letters of comfort given to a third party by any member of any Target Group in respect of any obligation of a member of that Seller's Retained Group.
- 10.14 The Purchaser shall use reasonable endeavours to ensure that, at or as soon as possible following Completion, each member of each Seller's Retained Group is released in full from any guarantees (including any obligation with respect to a Third Party Guarantee), indemnities, counter indemnities and letters of comfort given to a third party by any member of that Seller's Retained Group in respect of any obligation of a member of any Target Group.

Liberty Global specific indemnities

- 10.15 Liberty Global undertakes to Vodafone, subject to Completion having occurred, that it shall pay to Vodafone such amount as is required to indemnify and hold harmless Vodafone and each member of its Retained Group against and in respect of any loss or liability suffered or incurred by Vodafone or any member of its Retained Group as a result of or in connection with any breach of the JV Co Shares Warranties.
- 10.16 Liberty Global undertakes to the Purchaser, subject to Completion having occurred and except to the extent provided for as Liberty Global Debt or Liberty Global Working Capital in the Completion Statement of the Liberty Global Target Group, to pay to the Purchaser such amount as is required in order to indemnify and hold harmless the Purchaser and each member of each Target Group against all actions, claims, proceedings, loss, damage, payments, costs and expenses suffered or incurred by the Purchaser and each member of any Target Group in relation to or arising out of any of the Material Liberty Global Litigation to the extent that any such actions, claims, proceedings, loss, damage, payments, costs or expenses relate to the involvement of a member of the Liberty Global Target Group in the relevant Material Liberty Global Litigation.

Vodafone specific indemnities

- 10.17 Vodafone undertakes to the Purchaser, subject to Completion having occurred and except to the extent provided for as Vodafone Debt or Vodafone Working Capital in the Completion Statement of the Vodafone Target Group, to pay to the Purchaser such

amount as is required in order to indemnify and hold harmless the Purchaser and each member of each Target Group against all (i) actions, claims, proceedings, loss (including loss of profit), damage, payments, costs and/or expenses suffered or incurred by the Purchaser and each member of any Target Group in relation to or arising out of any dispute, action, claim, proceedings, breach of law, invalidity of customer contract, customer complaint, remedial action, or any change of any applicable laws or regulations, in each case whether arising before, on or after Completion in connection with the Handset Financing Ruling, to the extent that any such actions, claims, proceedings, loss (including loss of profit), damage, payments, costs or expenses relate to actions or omissions committed by any member of the Vodafone Target Group or the Vodafone Retained Group in the period prior to Completion and (ii) costs, payments and/or expenses suffered or incurred by the Purchaser and each member of any Target Group on or following Completion for the Vodafone Target Group to establish operating procedures which are compliant with the Dutch Consumer Credit Act (*Wet op het consumentenkrediet*), the Dutch Financial Supervisory Act (*Wet op het financieel toezicht*) and all laws and regulations relating to them in connection with the Handset Financing Ruling as such Acts, laws, regulation and Ruling are and have been in force up to the Completion Date (the “**Procedures**”). For the avoidance of doubt, there is no obligation in sub-clause 10.17(ii) in respect of any change of any applicable Acts, laws or regulations following Completion in connection with the Handset Financing Ruling.

Each of the Sellers and the Purchaser agrees that, if the Vodafone Target Group has not established the Procedures by the Completion Date, the Purchaser shall, in consultation with Vodafone, prioritise the establishment of such Procedures with effect from Completion and take all reasonable steps in connection with the same as soon as reasonably practicable following Completion

- 10.18 Vodafone undertakes to the Purchaser, subject to Completion having occurred and except to the extent provided for as Vodafone Debt or Vodafone Working Capital in the Completion Statement of the Vodafone Target Group, to pay to the Purchaser such amount as is required in order to indemnify and hold harmless the Purchaser and each member of each Target Group against all actions, claims, proceedings, loss, damage, payments, costs and expenses suffered or incurred by the Purchaser and each member of any Target Group in relation to the Material Vodafone Litigation, to the extent that any such actions, claims, proceedings, loss, damage, payments, costs or expenses relate to the involvement of a member of the Vodafone Target Group in the relevant Material Vodafone Litigation.
- 10.19 The Purchaser shall not be permitted to bring any claim against Vodafone or Liberty Global for any breach of or pursuant to this clause 10, and neither Liberty Global nor Vodafone shall be permitted to bring any claim against the Purchaser for any breach of or pursuant to this clause 10, in each case unless Completion has occurred.
- 10.20 Following Completion, upon the Purchaser becoming aware of any notice, claim, action or demand that may reasonably lead to a liability of a Seller pursuant to any indemnity in sub-clauses 10.9 or 10.16, 10.17 or 10.18, the Sellers shall procure that the Purchaser shall:

- (A) with respect to any matter of which the relevant Seller is not already aware, notify the relevant Seller by written notice including such information as is available to the Purchaser relating to the notice, claim, action or demand;
- (B) promptly give such access to its personnel, premises, documents and records which are relevant to the claim (which documents and records, following notice of any claim pursuant to this sub-clause 10.20, the Purchaser shall take reasonable steps to preserve) to the relevant Seller and its professional advisers as the relevant Seller may reasonably request;
- (C) at the option of the relevant Seller, either:
 - (i) allow the relevant Seller to take the sole conduct of such actions as the Seller may deem appropriate to deny, defend or counterclaim against any such claim in the name of the Purchaser or the relevant member of the Purchaser's Group and in that connection the Purchaser shall give or procure that each member of the Purchaser's Group gives to the relevant Seller all such assistance as it may reasonably require in conducting such action; or
 - (ii) act solely in accordance with the relevant Seller's reasonable instructions in avoiding, disputing, resisting, counterclaiming, defending or appealing any such claim and instruct such solicitors or other professional advisers as the relevant Seller may reasonably nominate to act solely in accordance with the relevant Seller's instructions and on terms that the relevant Seller is responsible for (and shall directly settle) all costs and expenses suffered or incurred by any such solicitors or professional advisers in respect of such instructions;
- (D) make no admission of liability, agreement, settlement or compromise with any person in relation to any such claim or adjudication without the prior written consent of the relevant Seller, such consent not to be unreasonably withheld or delayed;
- (E) take steps as may be reasonable in order to mitigate any potential liability of the relevant Seller under sub-clauses 10.9 or 10.16, 10.17 or 10.18; and
- (F) not take any action which it knows, or ought reasonably to expect, would be likely to result in, or increase, the liability of the relevant Seller under sub-clauses 10.9 or 10.16, 10.17 or 10.18.

10.21 If as a result of the transactions contemplated by this Agreement a third party consent or waiver is required for a Target Company or any member of the relevant Target Group to continue to exercise rights pursuant to a material contract or licence following Completion (a "**Third Party Consent**") the Purchaser and the relevant Seller shall procure that the relevant member of the Seller Group shall use all reasonable efforts to obtain any Third Party Consent by Completion, and the other Seller shall cooperate with the relevant Seller in relation to, and provide such assistance as the relevant Seller may reasonably request in relation to, obtaining such Third Party Consent. If any Third Party Consent has not been obtained by Completion, then the Sellers shall procure that the

Purchaser shall procure that the relevant Target Company shall use all reasonable efforts to obtain that Third Party Consent and to achieve an alternative solution by which the relevant Target Company shall receive the benefit of the relevant material contract and assume the associated obligations (and each of the Sellers shall cooperate with and provide reasonable assistance to the Purchaser in relation to the same).

Vodafone Share Schemes

- 10.22 The Vodafone Guarantor agrees that, following Completion, the Vodafone Participants shall, to the extent permitted by the terms of the Vodafone Share Schemes, continue to be entitled to exercise any rights that they have under the Vodafone Share Schemes immediately prior to Completion (including any rights to exercise any options that they may hold or realise any vested awards) in respect of Vodafone Shares (the “**Vodafone Existing Rights**”).
- 10.23 The Vodafone Guarantor undertakes to the Purchaser that it shall bear (on an after-Tax basis) any and all costs and liabilities (including, without limitation, the cost of any Vodafone Shares used to satisfy the relevant options or awards and any payment of Tax, including any deductions or withholdings for or on account of Tax) suffered or incurred by the Purchaser or any member of the Purchaser’s Group (or, in the case of a payment of Tax, that would have been suffered or incurred but for the availability of a Relief) associated with any exercise or realisation by the Vodafone Participants of any Vodafone Existing Rights.

Liberty Global Share Schemes

- 10.24 The Liberty Global Guarantor agrees that, following Completion, the Liberty Global Participants shall, to the extent permitted by the terms of the Liberty Global Share Schemes, continue to be entitled to exercise any rights that they have under the Liberty Global Share Schemes immediately prior to Completion (including any rights to exercise any options that they may hold or realise any vested awards) in respect of Liberty Global Shares (the “**Liberty Global Existing Rights**”).
- 10.25 The Liberty Global Guarantor undertakes to the Purchaser that it shall bear (on an after-Tax basis) any and all costs and liabilities (including, without limitation, the cost of any Liberty Global Shares used to satisfy the relevant options or awards and any payment of Tax, including any deductions or withholdings for or on account of Tax) suffered or incurred by the Purchaser or any member of the Purchaser’s Group (or, in the case of a payment of Tax, that would have been suffered or incurred but for the availability of a Relief) associated with any exercise or realisation by the Liberty Global Participants of any Liberty Global Existing Rights.

Recovery under clauses 10.23 and 10.24

- 10.26 Where the Purchaser or any member of the Purchaser’s Group is entitled to recover from a third party (including any employee) any sum in respect of any matter giving rise to a claim under the indemnities in clauses 10.23 and 10.25, then no such matter shall be the subject of a claim under those indemnities unless and until the Purchaser or the relevant member of the Purchaser’s Group shall have taken all reasonable steps to enforce such recovery. If the Purchaser or any member of the Purchaser’s Group shall

recover any amount from any such third party, the amount of the claim against the Liberty Global Guarantor or the Vodafone Guarantor (as applicable) shall be reduced by the amount so recovered (less: (i) all reasonable costs of recovery; and (ii) any Tax thereon).

11. **Purchaser's warranties and undertakings**

- 11.1 The Purchaser warrants to the Sellers at the date of the Signing Protocol that it has the requisite capacity, power and authority to enter into and perform the Share Purchase Documents to which it is a party and that its obligations under this Agreement constitute, and its obligations under the other Share Purchase Documents will, when executed and delivered, constitute valid and binding obligations of the Purchaser in accordance with their respective terms.
- 11.2 The Purchaser undertakes that, prior to the Completion Date, it shall take all reasonable steps to effect Completion, and that it will not take any action, enter into any agreement or engage in any trade or other activity, except to the extent required by the Share Purchase Documents. Liberty Global shall procure the Purchaser's compliance with this clause 11.2.

12. **Remedies and Seller's limitations on liability**

- 12.1 The Purchaser shall not be entitled to claim that any fact, matter or circumstance causes any of the Warranties to be breached if it has been fairly disclosed in or pursuant to this Agreement, either Disclosure Letter, either Data Room prior to 11.59 pm on 7 February 2016 or in any document referred to in the Disclosure Letter or delivered or deemed to be delivered with it.
- 12.2 No liability shall attach to either Seller in respect of claims under the Warranties if and to the extent that the limitations set out in Schedule 4 (Limitations on the Sellers' liability) apply.
- 12.3 None of the limitations contained in Schedule 4 (Limitations on the Sellers' liability) shall apply to any claim to the extent that such claim arises or is increased as the consequence of fraud by any director or officer of any member of the relevant Seller's Retained Group or any person set out in clause 10.6(A) (in the case of Vodafone) or clause 10.6(B) (in the case of Liberty Global).
- 12.4 Between the date of the Signing Protocol and Completion:
- (A) if any fact or circumstance arises which would constitute a breach by Vodafone of the warranties given in sub-clause 10.8, Liberty Global shall be entitled at any time prior to Completion to terminate this Agreement by notice in writing to the other parties; and
 - (B) if any fact or circumstance arises which would constitute a breach by Liberty Global of the warranties given in sub-clause 10.8, Vodafone shall be entitled at any time prior to Completion to terminate this Agreement by notice in writing to the other parties.
- 12.5 Neither Seller shall be entitled to exercise any right to terminate pursuant to sub-clause 12.4 if such breach is capable of remedy and within 15 Business Days of receiving

notice of the breach it is remedied by the relevant Seller such that each of the other Seller and the Purchaser is in no worse position than it would have been had there been no breach.

- 12.6 If either Seller becomes entitled to terminate this Agreement under sub-clause 12.4 and elects not to do so and Completion occurs, neither it nor the Purchaser shall be entitled to make any claim for damages or exercise any other right, power or remedy under this Agreement or otherwise provided by law in respect of the breach or deemed breach of Warranty giving rise to such right to give notice to terminate.
- 12.7 If this Agreement is terminated in accordance with sub-clause 12.4, all obligations of the Sellers and the Purchaser under this Agreement shall end (except for the provisions of this clause 12.7 and clauses 1 (Interpretation) and 25 (Notices) to 35 (Language) inclusive) but (for the avoidance of doubt) all rights and liabilities of the parties which have accrued before termination shall continue to exist.
- 12.8 The Disclosures made in each Disclosure Letter shall be made as at the date of the Signing Protocol.

13. KPN Litigation

- 13.1 The Purchaser shall act solely in accordance with the instructions of Vodafone (or a member of its Retained Group) with respect to the conduct of the KPN Litigation and instruct such solicitors or other professional advisors as Vodafone may reasonably nominate to act solely in accordance with Vodafone's instructions and on terms that the Vodafone is responsible for (and shall directly settle) all costs and expenses incurred by any such solicitors or professional advisers in respect of such instructions. The Purchaser and Liberty Global agree that they shall not, and in the case of the Purchaser shall procure that the Purchaser's Group shall not and in the case of Liberty Global shall procure that the Liberty Global Retained Group shall not, make any public comment or statement in connection with the KPN Litigation without the prior written consent of Vodafone (save as required by law or any securities exchange or regulatory or governmental body to which that party is subject, wherever situated, including (amongst other bodies) any Tax Authority, the Financial Conduct Authority, the Prudential Regulation Authority, the London Stock Exchange plc, The Panel on Takeovers and Mergers, the SEC or NASDAQ, whether or not the requirement has the force of law).
- 13.2 Vodafone undertakes (i) promptly to reimburse the Purchaser for the time and reasonable costs of employees or officers of the Purchaser's Group incurred in connection with its obligations under sub-clause 13.1, and (ii) to pay on demand to the Purchaser such amount as is required to indemnify and hold harmless the Purchaser and each member of each Target Group against and in respect of any loss or liability which exists or is suffered or incurred by the Purchaser or any such member of such Target Group as a result of or in connection with the KPN Litigation and any related counter-claim or (where made at the request of Vodafone) any other related claim.
- 13.3 The parties agree that Vodafone shall be entitled to the benefit of any payment or damages made or awarded to the Purchaser or any member of any Target Group pursuant to any judgment, award or settlement of the KPN Litigation, less any amounts payable pursuant to clause 13.2 and less any Tax payable as a consequence of or by reference to any such payment or damages or any distribution or other payment made or received in respect thereof (including any Tax chargeable thereon and any deductions or withholdings for or on account of Tax, whether payable by the Purchaser or any member of the Liberty Global Target Group or the Vodafone Target Group, and including any Tax that would have been so payable but for the availability of a Relief). Subject to Completion having occurred, the Purchaser shall ensure that any such amount is promptly paid to Vodafone in the form of a distribution from the Purchaser's share capital or profit reserves (or in such other form as the parties may agree in writing). The parties agree, in respect of distributions to Vodafone pursuant to this clause 13.3, that such distributions shall be made on one or more of the shares in the capital of the Purchaser held by Vodafone and not on any of the shares in the capital of the Purchaser held by Liberty Global, and Liberty Global hereby consents to such distributions being made to Vodafone on such terms.

14. Intrum Justitia Litigation

- 14.1 The Purchaser shall act solely in accordance with the instructions of Vodafone (or a member of its Retained Group) with respect to the conduct of the Intrum Justitia Litigation and instruct such solicitors or other professional advisors as Vodafone may reasonably nominate to act solely in accordance with Vodafone's instructions and on terms that Vodafone is responsible for (and shall directly settle) all costs and expenses incurred by any such solicitors or professional advisers in respect of such instructions.
- 14.2 Vodafone undertakes promptly to reimburse the Purchaser for the time and reasonable costs of employees or officers of the Purchaser's Group incurred in connection with its obligations under sub-clause 14.1.
- 14.3 Subject to Completion having occurred, if the Purchaser or any member of the Purchaser's Group receives any Intrum Justitia Benefit, such recipient shall procure that an amount in cash is promptly paid to Vodafone equal to: (i) 50 per cent. of such Intrum Justitia Benefit less (ii) 50% of any Tax payable as a consequence of or by reference to any such Intrum Justitia Benefit and less (iii) 100 per cent. of any Tax payable as a consequence of or by reference to any distribution or other payment made or received in respect thereof (including any Tax chargeable thereon and any deductions or withholdings for or on account of Tax), to the extent that the aggregate amount of the Intrum Justitia Benefits received by the Purchaser or such member of the Purchaser's Group is less than or equal to the aggregate amount of the Intrum Justitia Provisions. Such payments shall take the form of a distribution from the Purchaser's share capital or profit reserves (or in such other form as the parties may agree in writing). The parties agree, in respect of distributions to Vodafone pursuant to this sub-clause 14.3, that such distributions shall be made on one or more of the shares in the capital of the Purchaser held by Vodafone

and not on any of the shares in the capital of the Purchaser held by Liberty Global, and Liberty Global hereby consents to such distributions being made to Vodafone on such terms.

15. Intellectual Property and Business Information

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- 15.1 If, after Completion, a member of the Purchaser's Group owns any Intellectual Property or rights in Business Information which, in the 12 months prior to Completion, related to the business of:
- (A) Vodafone's Retained Group (including, for the avoidance of doubt, any rights in the Brand but excluding any Vodafone JV Patents), the Purchaser shall procure that such Intellectual Property and/or rights in Business Information are transferred to Vodafone or a company nominated by Vodafone for nominal consideration as soon as practicable after becoming aware of the ownership of such rights; or
 - (A) Liberty Global's Retained Group (excluding any Liberty Global JV Patents), the Purchaser shall procure that such Intellectual Property and/or rights in Business Information are transferred to Liberty Global or a company nominated by Liberty Global for nominal consideration as soon as practicable after becoming aware of the ownership of such rights..
- 15.2 If, after Completion, Vodafone (or a member of Vodafone's Retained Group) owns any Intellectual Property (excluding any rights in the Brand) and/or rights in Business Information, which, in the 12 months prior to Completion, were used exclusively in the business of the Vodafone Target Group, Vodafone shall procure that such Intellectual Property and/or rights in Business Information are transferred to the Purchaser or a company nominated by the Purchaser for nominal consideration as soon as practicable after becoming aware of the ownership of such rights.
- 15.3 If, after Completion, Liberty Global (or a member of Liberty Global's Retained Group) owns any Intellectual Property and/or rights in Business Information, which, in the 12 months prior to Completion, were used exclusively in the business of the Liberty Global Target Group, Liberty Global shall procure that such Intellectual Property and/or rights in Business Information are transferred to the Purchaser or a company nominated by the Purchaser for nominal consideration as soon as practicable after becoming aware of the ownership of such rights.

Licence of shared Intellectual Property

- 15.4 Vodafone grants, and shall procure the grant by each relevant member of Vodafone's Retained Group, (in each case with effect from Completion) to the Purchaser a non-exclusive, perpetual, royalty-free licence (with the right to sub-license within the Purchaser's Group) of all Intellectual Property and rights in Business Information (in each case excluding: (i) patents; (ii) rights in the Brand (including any Intellectual Property licensed under the Brand Licence); and (iii) any Intellectual Property licensed or made available under the Framework Agreement), for use within the Netherlands only and capable of assignment within the Purchaser's Group only, in each case owned by Vodafone or a member of Vodafone's Retained Group and used by the Vodafone Target Group in the 12 months prior to Completion.

- 15.5 Liberty Global grants, and shall procure the grant by each relevant member of Liberty Global's Retained Group, (in each case with effect from Completion) to the Purchaser a non-exclusive, perpetual, royalty-free licence (with the right to sub-license within the Purchaser's Group) of all Intellectual Property and rights in Business Information (in each case excluding: (i) patents; and (ii) any Intellectual Property licensed or made available under the Framework Agreement), for use within the Netherlands only and capable of assignment within the Purchaser's Group only, in each case owned by Liberty Global or a member of Liberty Global's Retained Group and used by the Liberty Global Target Group in the 12 months prior to Completion.

Covenants not to sue

- 15.6 The Purchaser covenants that:

- (A) in respect of a Vodafone JV Patent, for the duration of the Vodafone Relief Period it shall not, and shall procure that each member of the Purchaser's Group shall not, enforce or prosecute that Vodafone JV Patent against any member of Vodafone's Retained Group with respect to the activities of Vodafone or the relevant member of Vodafone's Retained Group; and
- (B) in respect of a Liberty Global JV Patent, for the duration of the Liberty Global Relief Period it shall not, and shall procure that each member of the Purchaser's Group shall not, enforce or prosecute that Liberty Global JV Patent against any member of Liberty Global's Retained Group with respect to the activities of Liberty Global or the relevant member of Liberty Global's Retained Group.

- 15.7 Vodafone covenants that, in respect of a Vodafone Patent, for the duration of the Vodafone Relief Period, it shall not, and shall procure that each member of Vodafone's Retained Group shall not, enforce or prosecute that Vodafone Patent against any member of the Purchaser's Group, in each case with respect to the activities of the Purchaser or relevant member of the Purchaser's Group in the Netherlands.

- 15.8 Liberty Global covenants that, in respect of a Liberty Global Patent, for the duration of the Liberty Global Relief Period, it shall not, and shall procure that each member of Liberty Global Retained Group shall not, enforce or prosecute that Liberty Global Patent against any member of the Purchaser's Group, in each case with respect to the activities of the Purchaser or relevant member of the Purchaser's Group in the Netherlands.

Licence of patents on exit

- 15.9 With effect from the earlier of (i) the date of any IPO Notice, or (ii) the date of an Exit Notice issued by Vodafone (or relevant member of Vodafone's Retained Group):
- (A) Vodafone shall, in respect of any Vodafone JV Patent (excluding Standard Essential Patents, if any) the scope of which encompass any of the activities of Vodafone or any member of Vodafone's Retained Group carried on as at the Vodafone Exit Date (the "**Vodafone Exit Activities**"), be entitled to request that the Purchaser grant (or procure that that relevant member of the Purchaser's

Group grant) a licence of such Vodafone JV Patents to Vodafone in respect of the Vodafone Exit Activities; and

- (B) the Purchaser shall, in respect of any Vodafone Patents (excluding Standard Essential Patents, if any) the scope of which encompass any of the activities of the Purchaser or relevant member of the Purchaser's Group carried on in the Territory as at the Vodafone Exit Date (the "**VF Purchaser Exit Activities**"), be entitled to request that Vodafone grant (or procure that that relevant member of Vodafone's Retained Group grant) a licence of such Vodafone Patents to the Purchaser in respect of the VF Purchaser Exit Activities.

If Vodafone and/or the Purchaser (as applicable) request a licence in accordance with clause 15.9(A) or (B) (as applicable) (the "**Requesting Party**"), then, with effect from the Vodafone Exit Date, the other shall grant, and shall procure the grant by each member of Vodafone's Retained Group or the Purchaser Group (as applicable), to the Requesting Party, a non-exclusive, perpetual, royalty-free licence (with the right to sub-license within Vodafone's Retained Group or the Purchaser's Group, as applicable) of such Vodafone JV Patents in respect of the Vodafone Exit Activities or such Vodafone Patents in respect of the VF Purchaser Exit Activities (as applicable). Each such licence shall be documented in the form, and contain such other terms, as Vodafone and the Purchaser may agree (if any), each acting reasonably and in good faith.

15.10 With effect from the earlier of (i) the date of any IPO Notice, or (ii) the date of an Exit Notice issued by Liberty Global (or relevant member of Liberty Global's Retained Group):

- (A) Liberty Global shall, in respect of any Liberty Global JV Patents (excluding Standard Essential Patents, if any) the scope of which encompass any of the activities of Liberty Global or any member of Liberty Global's Retained Group carried on as at the Liberty Global Exit Date (the "**Liberty Global Exit Activities**"), be entitled to request that the Purchaser grant (or procure that that relevant member of the Purchaser's Group grant) a licence of such Liberty Global JV Patents to Liberty Global in respect of the Liberty Global Exit Activities; and
- (B) the Purchaser shall, in respect of any Liberty Global Patents (excluding Standard Essential Patents, if any) the scope of which encompass any of the activities of the Purchaser or relevant member of the Purchaser's Group carried on in the Territory as at the Liberty Global Exit Date (the "**LG Purchaser Exit Activities**"), be entitled to request that Liberty Global grant (or procure that that relevant member of Liberty Global's Retained Group grant) a licence of such Liberty Global Patents to the Purchaser in respect of the LG Purchaser Exit Activities.

If Liberty Global and/or the Purchaser (as applicable) request a licence in accordance with clause 15.10(A) or (B) (as applicable) (the "**Requesting Party**"), then, with effect from the Liberty Global Exit Date, the other shall grant (and shall procure the grant by each member of Liberty Global's Retained Group or the Purchaser Group (as applicable)), to the Requesting Party a non-exclusive, perpetual, royalty-free licence (with the right to sub-license within Liberty Global's Retained Group or the Purchaser's

Group, as applicable) of such Liberty Global JV Patents in respect of the Liberty Global Exit Activities or such Liberty Global Patents in respect of the LG Purchaser Exit Activities (as applicable). Each such licence shall be documented in the form, and contain such other terms, as Liberty Global and the Purchaser may agree (if any), each acting reasonably and in good faith.

16. Tax

16.1 All sums payable by any Guarantor, Vodafone or Liberty Global (as the case may be) to the Purchaser:

- (A) under any indemnity or covenant or undertaking to pay within this Agreement (other than, for the avoidance of doubt, the payment of the Initial Vodafone Equalisation Consideration and the Final Vodafone Equalisation Consideration in accordance with clauses 3 and 29.8);
- (B) by way of damages for breach of any Warranty; or
- (C) otherwise pursuant to clause 18 (Seller Guarantees),

shall be paid free and clear of all deductions or withholdings for or on account of Tax, save only as may be required by law and, if any such deduction or withholding is required, the party required to make that withholding or deduction shall provide such evidence satisfactory to the Purchaser, acting reasonably, that such deduction or withholding has been made and appropriate payment paid to the relevant Tax Authority.

16.2 If any deductions or withholdings are required by law to be made from any of the sums payable as mentioned in sub-clause 16.1 then, except to the extent that the sum constitutes interest, the party making the payment shall be obliged to pay to the Purchaser such additional amount as will, after such deduction or withholding has been made, leave the Purchaser with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

16.3 If any of the sums payable as mentioned in sub-clause 16.1 is required by law to be brought into charge to Tax within The Netherlands in the hands of the Purchaser, then, except to the extent that the sum constitutes interest, the party making the payment shall pay such additional amount as shall be required to ensure that the total amount paid, less the Tax chargeable on such amount (or which would be chargeable but for the use or set-off of a Purchaser's Relief or a Purchaser's Repayment), is equal to the amount that would be payable if the sum payable by the Guarantor, Vodafone or Liberty Global (as the case may be) were not required by law to be brought into charge to Tax within The Netherlands in the hands of the Purchaser.

16.4 Sub-clause 16.3 shall apply in respect of any amount deducted or withheld as contemplated by sub-clause 16.2 as it applies to sums paid to the Purchaser, save to the extent that in computing the Tax chargeable the Purchaser is able to obtain a credit for the amount deducted or withheld.

16.5 To the extent that any deduction, withholding, Tax, or use or set-off of a Purchaser's Relief or Purchaser's Repayment, in respect of which an additional amount has been

paid pursuant to sub-clause 16.2 or 16.3, or the payment of any additional amount pursuant to sub-clause 16.2 or 16.3, results in the Purchaser obtaining and utilising a Relief (other than a Relief within (a) or (c) of the definition of Purchaser's Relief or within (a) or (c) of the definition of Purchaser's Repayment) (reasonable endeavours having been used to obtain and utilise such Relief), the Purchaser shall pay to the party who paid the additional amount, within 10 Business Days of utilising such Relief, an amount equal to the lesser of the value of the Relief obtained and the additional amount paid under sub-clause 16.2 or 16.3.

- 16.6 The Purchaser agrees that notwithstanding anything to the contrary in the Tax Covenant the Sellers shall not be liable under the Tax Covenant for, and the Purchaser shall not make a claim under the Tax Covenant for, Tax Liabilities or other liabilities, costs or expenses in respect of any of the Shared Cost Items to the extent that such Tax Liability, liability, cost or expense is reflected in the relevant Completion Statement as "Other"; and the Sellers shall procure that no such claim is made. In this paragraph, "**Shared Cost Items**" means any liability, cost or expense reflected in the relevant Completion Statement as "Other" in accordance with paragraphs 1.12, 1.13, 1.14, 2.1(B) and 3.1(B) of Part B of Schedule 10.

17. **Sellers' liability**

The obligations of the Sellers under the Share Purchase Documents shall be several and not joint obligations.

18. **Seller Guarantees**

- 18.1 In consideration for the Purchaser agreeing to accept the Shares, Liberty Global agreeing to sell and Vodafone agreeing to purchase the JV Co Shares and in consideration for the other parties assuming their respective obligations under this Agreement, each Guarantor hereby unconditionally and irrevocably guarantees to the Purchaser the due and punctual payment by the relevant Seller of all amounts payable by it under or pursuant to this Agreement and the Tax Covenant and agrees to indemnify and hold harmless the Purchaser against all liabilities, losses, proceedings, claims, damages, costs and expenses that it may suffer or incur as a result of any failure or delay by the relevant Seller to pay any amount when due. The liability of each Guarantor under this Agreement, the Tax Covenant or any other document referred to in it shall not be released or diminished by any variation of the terms of this Agreement or the Tax Covenant (whether or not agreed by the Guarantor), any forbearance, neglect or delay in seeking performance of the obligations hereby imposed or any granting of time for such performance.
- 18.2 If and whenever the relevant Seller defaults for any reason whatsoever in the payment of any amount payable under or pursuant to this Agreement or the Tax Covenant, the Guarantor shall forthwith upon demand unconditionally pay (or procure payment of) the amount in regard to which such default has been made in the manner prescribed by this Agreement or the Tax Covenant and so that the same benefits shall be conferred on the Purchaser as would have been received if such payment had been duly and promptly made by the relevant Seller.
- 18.3 With respect to each Guarantor, this guarantee is to be a continuing guarantee and accordingly is to remain in force until all the payment obligations of the relevant Seller shall have been performed or satisfied. This guarantee is in addition to, without limiting and not in substitution for, any rights or security which the Purchaser may now or after the date of this Agreement have or hold for the performance and observance of the obligations, commitments and undertakings of the Seller under or in connection with this Agreement and the Tax Covenant.
- 18.4 As a separate and independent stipulation, each Guarantor agrees that any obligation of the relevant Seller which may not be enforceable against or recoverable from the relevant Seller by reason of any legal limitation, disability or incapacity on or of the relevant Seller or any fact or circumstance (other than any relevant limitation imposed by this Agreement or the Tax Covenant) shall nevertheless be enforceable against and recoverable from the Guarantor as though the same had been incurred by the Guarantor and the Guarantor were the sole or principal obligor in respect thereof and shall be performed or paid by the Guarantor on demand.

19. **Effect of Completion**

Any provision of this Agreement and any other documents referred to in it which is capable of being performed after but which has not been performed at or before Completion and all warranties and covenants and other undertakings contained in or entered into pursuant to this Agreement shall remain in full force and effect notwithstanding Completion.

20. **Remedies and waivers**

- 20.1 Except as provided in clause 12 and Schedule 4 (Limitations on the Sellers' liability), no delay or omission by any party to this Agreement in exercising any right, power or remedy provided by law or under this Agreement or any other documents referred to in it shall:
- (A) affect that right, power or remedy; or
 - (B) operate as a waiver of it.
- 20.2 Except as provided in clause 12 and Schedule 4 (Limitations on the Sellers' liability), the single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not, unless otherwise expressly stated, preclude any other or further exercise of it or the exercise of any other right, power or remedy.

21. **No double recovery**

A party shall be entitled to make more than one claim under this Agreement arising out of the same subject matter, fact, event or circumstance but shall not be entitled to recover under this Agreement or any relevant Share Purchase Document or otherwise more than once in respect of the same loss, regardless of whether more than one claim arises in respect of it. No amount in respect of loss shall be taken into account, set off or credited to the extent it has already been specifically provided for in a relevant Completion Statement (excluding any amount that is included as "Other" in the Completion Statement) or otherwise specifically provided for under this Agreement or any relevant Share Purchase Document, with the intent that there will be no double recovery under this Agreement or any Share Purchase Document or otherwise.

22. **Assignment**

22.1 Except as provided in clause 22.2, no party shall assign, or purport to assign or grant any interest in, or declare any trust over, all or any part of the benefit of, or its rights or benefits under, the Share Purchase Documents (together with any causes of action arising in connection with any of them) without the prior written consent of the other parties.

22.2 On notice to the other parties, the benefit of this Agreement may be assigned and the obligations under this Agreement novated by the relevant Seller to any member of the Seller's Group which is the legal and beneficial owner from time to time of any or all of the shares in the Purchaser, provided that the relevant assignee shall assign the benefit of this Agreement and novate its obligations under this Agreement, in a manner and to a transferee permitted by this Agreement, before it ceases to be in the Retained Group of the relevant Seller or to be a legal or beneficial owner of shares in the Purchaser.

23. **Further assurance**

Insofar as it is able to do so after Completion, each Seller shall, on being required to do so by the Purchaser or by the other Seller, do all acts and/or execute all documents as (i) the Purchaser or such other Seller may reasonably consider necessary for transferring the Shares to the Purchaser or giving effect to the transactions set out in the Share Purchase Documents, or (ii) in the case of Liberty Global, Vodafone may reasonably consider necessary for transferring the JV Co Shares to Vodafone, in each case, in accordance with the terms of this Agreement.

24. **Entire agreement**

24.1 The Share Purchase Documents constitute the whole and only agreement between the parties relating to the contribution and/or transfer of the Shares and the sale of the JV Co Shares.

24.2 Except in the case of fraud, each party acknowledges that in entering into the Share Purchase Documents it is not relying upon any Pre-contractual Statement which is not repeated in any Share Purchase Document.

24.3 Except in the case of fraud, no party shall have any right of action against any other party to this Agreement arising out of or in connection with any Pre-contractual Statement except to the extent that it is repeated in any Share Purchase Document.

24.4 For the purposes of this clause, "**Pre-contractual Statement**" means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of the Share Purchase Documents made or given by any person at any time prior to this Agreement becoming legally binding.

24.5 This Agreement may only be varied in writing signed by each of the parties.

25. **Notices**

25.1 A notice under this Agreement shall only be effective if it is in writing and in English. Notice by email shall be effective, provided that such notice is also served in physical hard copy delivered to the relevant address (in which case notice shall be deemed to be duly given by the relevant email and not the physical hard copy).

25.2 Notices under this Agreement shall be sent to a party at its addresses for the attention of the individuals set out below:

<u>Party and titles of individuals</u>	<u>Address</u>
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Vodafone International Holdings B.V	Rivium Quadrant 173, 15th floor, 2909 LC Capelle aan den IJssel, The Netherlands
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For the attention of: Martin Buckers, Head of Corporate Finance NL	With a copy to: General Counsel & Company Secretary Vodafone Group Plc Vodafone House The Connection Newbury Berkshire RG14 2FN
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Liberty Global Europe Holding B.V.	Boeing Avenue 53, 1119 Schiphol-Rijk, 1070 BT Amsterdam, The Netherlands
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For the attention of: Graham King, The Legal Department	With a copy to: Deputy General Counsel (Jeremy Evans), Liberty Global Europe Ltd, Griffin House, 161 Hammersmith Road, London W6 8BS
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Lynx Global Europe II B.V.	Boeing Avenue 53, 1119 Schiphol-Rijk, 1070 BT Amsterdam, The Netherlands
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For the attention of: Graham King, The Legal Department	With a copy to: Deputy General Counsel (Jeremy Evans), Liberty Global Europe Ltd, Griffin House, 161 Hammersmith Road, London W6 8BS
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Vodafone Group Plc	Vodafone House
	The Connection
For the attention of: Company Secretary	Newbury
	Berkshire RG14 2FN
Liberty Global plc	Griffin House, 161 Hammersmith Road,
	London W6 8BS
For the attention of: Deputy General Counsel (Jeremy Evans)	With a copy to:
	Chief Development Officer (Andrea Salvato),
	Liberty Global Europe Ltd, Griffin House, 161
	Hammersmith Road, London W6 8BS

Provided that a party may change its notice details on giving notice to the other parties of the change in accordance with this clause.

25.3 Any notice given under this Agreement shall, in the absence of earlier receipt, be deemed to have been duly given to all individuals set out against the name of the relevant party in sub-clause 25.2 above, as follows:

- (A) if delivered personally, on delivery;
- (B) if sent by first class inland post, two clear Business Days after the date of posting; and
- (C) if set by airmail, six clear Business Days after the date of posting; and
- (D) if sent by e-mail, when sent.

25.4 Any notice given under this Agreement outside Working Hours in the place to which it is addressed shall be deemed not to have been given until the start of the next period of Working Hours in such place.

25.5 Each party shall notify the other parties in writing of any change to its details in sub-clause 25.2 above from time to time.

26. **Announcements**

26.1 Subject to sub-clauses 26.2 to 26.3 (inclusive), no announcement concerning the contribution and/or transfer of the Shares, the sale of the JV Co Shares or any ancillary matter shall be made by any party without the prior written approval of the others, such approval not to be unreasonably withheld or delayed.

26.2 A party may, whenever practicable after consultation with the other parties, make an announcement concerning the sale of the Shares, the sale of the JV Co Shares or any ancillary matter:

- (A) to the extent that any such announcement is consistent with the contents of the Transaction Announcement and provides no further material information beyond what is in those announcements; or

- (B) if required by:

(i) law; or

(ii) any securities exchange or regulatory or governmental body to which that party is subject, wherever situated, including (amongst other bodies) any Tax Authority, the Financial Conduct Authority, the Prudential Regulation Authority, the London Stock Exchange plc, The Panel on Takeovers and Mergers, the SEC or NASDAQ, whether or not the requirement has the force of law,

and, in the case of (B) above, the party concerned shall take steps as may be reasonable and practicable in the circumstances to agree the contents of the announcement with the other party before making the announcement.

26.3 The restrictions contained in this clause shall continue to apply after the termination of this Agreement without limit in time, unless Completion shall occur, in which case they shall terminate upon Completion.

27. **Confidentiality**

27.1 Each party shall treat as confidential all information obtained as a result of negotiating, entering into or performing this Agreement which relates to:

- (A) the provisions of this Agreement;
- (B) the negotiations relating to this Agreement; or

(C) the other parties,

and the Purchaser shall also treat as confidential all information obtained as a result of entering into or performing this Agreement which relates to either Retained Group.

27.2 Notwithstanding the other provisions of this clause, a party may disclose any such confidential information:

- (A) to the extent required by law or for the purpose of any judicial proceedings or pursuant to a horizontal monitoring agreement entered into between the relevant Tax authority in The Netherlands and the Purchaser or either Seller, any member of the respective Seller's Retained Group, the Relevant Parent Company or any member of a Target Group;
- (B) to a Tax Authority in connection with the Tax affairs of the Purchaser or either Seller, any member of the respective Seller's Retained Group, the Relevant Parent Company or any member of a Target Group;
- (C) to the extent required by any securities exchange or regulatory or governmental body to which that party is subject or subsists, wherever situated, including (amongst other bodies) any Tax Authority, the Financial Conduct Authority, the Prudential Regulation Authority, the London Stock Exchange plc, The Panel on Takeovers and Mergers, the SEC or NASDAQ, whether or not the requirement for information has the force of law;
- (D) to the extent required for the purpose of any arbitration pursuant to clause 34 (Jurisdiction);
- (E) to its professional advisers, auditors, financial advisers and bankers provided they have a duty to keep such information confidential;
- (F) to the extent the information has come into the public domain through no fault of that party; or
- (G) to the extent the disclosure of such confidential information is expressly consented to in writing by each of the other parties prior to such disclosure being made (or, if the information relates only to one party or its group, which is expressly consented to in writing by such party).

27.3 The restrictions contained in this clause shall continue to apply after the termination of this Agreement without limit in time, unless Completion shall occur, in which case they shall terminate upon Completion.

28. **Costs and expenses**

Except as otherwise stated in the Share Purchase Documents, each party shall pay its own costs and expenses in relation to the negotiations leading up to the contribution and/or transfer of the Shares, the sale of the JV Co Shares and the preparation, execution and carrying into effect of the Share Purchase Documents. The costs of the Notary incurred as a result of any matter provided in this Agreement shall be borne by the Purchaser.

29. **Payments**

29.1 Any payment to be made pursuant to this Agreement to Vodafone (or any member of the Vodafone Retained Group) shall be made to the Vodafone Bank Account. Vodafone agrees to pay each member of its Retained Group that part of each payment to which it is entitled.

29.2 Any payment to be made pursuant to this Agreement to Liberty Global (or any member of the Liberty Global Retained Group) shall be made to the Liberty Global Bank Account. Liberty Global agrees to pay each member of its Retained Group that part of each payment to which it is entitled.

29.3 Any payment to be made pursuant to this Agreement to the Purchaser (or any member of any Target Group) shall be made to the Purchaser Bank Account. The Purchaser agrees to pay each member of any Target Group that part of each payment to which it is entitled.

29.4 Payments made under sub-clauses 29.1 to 29.3 (inclusive) shall be in immediately available funds by electronic transfer on the due date for payment. Receipt of the amount due shall be an effective discharge of the relevant payment obligation.

29.5 If any sum due for payment in accordance with this Agreement is not paid on the due date for payment, the person in default shall pay Default Interest on that sum from but excluding the due date to and including the date of actual payment calculated on a daily basis.

29.6 Where it is agreed or determined that an amount is payable by either Seller to the Purchaser pursuant to any covenant to pay in this Agreement, or as damages in respect of a breach of this Agreement, the Seller which is liable to make the payment under or in respect of this Agreement shall make that payment in cash to the Purchaser in accordance with clause 29.7, unless both Sellers and the Purchaser have agreed an alternative arrangement for satisfying that obligation to pay the amount so claimed in an efficient manner (including with regard to Tax) that does not prejudice the interests of the Purchaser (which may involve, by way of example only, a subscription for deferred shares in the Purchaser or making an additional contribution to the Purchaser in respect of existing shares in the Purchaser).

29.7 Any payment made by a Seller to the Purchaser or by the Purchaser to a Seller under this Agreement or the Tax Covenant shall (so far as possible) be treated as a share premium contribution or a distribution from the Purchaser's share premium reserves and shall be

recorded in the books and records of the Purchaser as a non-stipulated share premium contribution or as a distribution from the Purchaser's general share premium reserves.

- 29.8 Any payment, whether or not by any assignment as referred to in clauses 9.4 to 9.6, to be made by Vodafone to Liberty Global or by Liberty Global to Vodafone, as the case may be, in respect of the Estimated Vodafone Equalisation Consideration, the Estimated Equalisation Consideration Shortfall or the Final Vodafone Equalisation Consideration (or any adjustment thereto pursuant to clause 29.9 or Schedule 10) shall (so far as possible) be treated as a share premium contribution to the Purchaser and as a distribution from the Purchaser's share premium reserves and shall be recorded in the books and records of the Purchaser, Liberty Global and Vodafone accordingly.
- 29.9 If any payment is made by Liberty Global to Vodafone, or by Vodafone to Liberty Global, under or for breach of a warranty, indemnity or covenant to pay in each case pursuant to this Agreement, that payment shall be treated (so far as possible) as taking effect by way of an adjustment of the Vodafone Equalisation Consideration.

30. **Counterparts**

This Agreement may be executed in any number of counterparts, and by the parties to it on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

31. **Invalidity**

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

- (A) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- (B) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

32. **Contracts (Rights of Third Parties) Act 1999**

The parties to this Agreement do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.

33. **Choice of governing law**

This agreement is to be governed by and construed in accordance with English law. Any matter, claim or dispute arising out of or in connection with this Agreement, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.

34. **Jurisdiction**

- 34.1 Subject to sub-clause 34.2, all disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC") by three arbitrators appointed in accordance with the said "Rules".
- 34.2 Nothing in this clause shall prevent any party, before an arbitration has commenced under this clause or any time thereafter, from applying for conservatory and interim relief measures (an "**Injunctive Matter**"), including, but not limited to, temporary restraining orders or preliminary injunctions, or their equivalent, from any court of competent jurisdiction. The parties hereby agree to opt out of the Emergency Arbitrator Provisions under Article 29 of the ICC Rules; such Emergency Arbitrator Provisions shall not apply to any disputes arising out of, in connection with or relating to this Agreement.
- 34.3 The place of arbitration shall be Amsterdam.
- 34.4 The language of the arbitration shall be English.
- 34.5 The parties agree that in so far as any provision contained in the ICC Rules is incompatible with applicable English or Dutch law, that provision or relevant part of that provision is to be excluded.
- 34.6 The parties undertake to keep confidential all awards in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party (A) by law, legal duty or any requirement of a securities exchange or regulatory or governmental body to which that party is subject, (B) to protect or pursue a legal right or (C) to enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority.

35. **Language**

35.1 Each notice or other communication under or in connection with this Agreement shall be:

(A) in English; or

(B) if not in English, accompanied by an English translation made by a translator, and certified to be accurate.

35.2 The receiving party or its agent (as appropriate) shall be entitled to assume the accuracy of and rely upon any English translation of any document provided pursuant to sub-clause 35.1(B).

Schedule 1
(Conditions to Completion)

1. Competition consents

The European Commission having issued a decision under Council Regulation (EC) No. 139/2004 (the “**Merger Regulation**”) (or being deemed to have done so under Article 10(6) of the Merger Regulation) declaring the Transaction compatible with the common market and/or, if any aspect of the acquisition is referred to a competent authority of a European Union or EFTA State or more than one such competent authorities under Article 9 of the Merger Regulation, confirmation having been received from each such competent authority that the Transaction may proceed.

2. Material Licences

As at the date of satisfaction of the condition set out in paragraph 1 of this Schedule 1, no Relevant Regulatory Authority having issued a decision which results in either revocation of or a change to the terms of any Material Licence, in each case, which would result in a material adverse change.

Schedule 2
(Completion arrangements)

Part A (Sellers' obligations)

At Completion, each Seller shall:

1. deliver or make available to the Notary the following:
 - (A) any duly executed, authorised, notarised and, insofar as notarisation is performed by a non-Dutch civil law notary, apostilled power of attorney of the Sellers and the Target Companies under which the relevant Deeds of Transfer will be executed before the Notary on behalf of the Sellers and the Target Companies;
 - (B) any copies of the deed(s) pursuant to which each of the Sellers has acquired the shares in the capital of the Target Companies;
 - (C) the original shareholders registers of the Target Companies;
2. deliver or make available the Tax Covenant, the Shareholders Agreement, the Framework Agreement (or, if the Framework Agreement has not been entered into by Completion, the Framework Agreement Term Sheet), the Brand Licence Agreement and the Intellectual Property Assignment Agreement to the other parties to each such agreement in the agreed form duly executed by that Seller;
3. instruct the Notary to have the relevant Deeds of Transfer executed on behalf of the Sellers and the Target Companies;
4. procure the present directors and secretary (if any) of that Seller's Target Company (other than any director or secretary who the Sellers may agree in writing should continue in office) to resign their offices as such;
5. if agreed by the Sellers in writing, procure the present auditors of that Seller's Target Company resign their office as such, such resignation to take effect as at Completion;
6. execute a shareholder resolution of that Seller's Target Company pursuant to which each of the persons who, as the Sellers may agree in writing, shall be appointed directors and/or secretary, such appointments to take effect immediately after Completion;
7. procure that the financial year end of each member of the relevant Target Group is amended (if necessary) to 31 December; and
8. carry out all of the steps required of it at Completion pursuant to this Agreement.
9. At Completion, Liberty Global shall:
 - (A) execute a shareholder resolution pursuant to which the articles of association of the Purchaser will be amended to adopt the Articles of Association; and

- (B) deliver or make available to the Notary (a copy of) a written resolution of the shareholder of the Purchaser, whereby it shall be resolved to approve the contribution in kind and/or transfer of the Shares.
10. At Completion, Vodafone shall procure the novation by the Vodafone Target Company of all of its rights and obligations under the Vodafone Inter-Company Loan Agreement to the Liberty Global Target Company (or such other member of the Liberty Global Target Group as the parties shall agree in writing).

Part B (Purchaser's obligations)

1. At Completion, the Purchaser shall, and Liberty Global shall procure that the Purchaser shall:
- (A) deliver or make available to each of the Sellers, duly executed by the Purchaser, a counterpart of the Shareholders Agreement, the Tax Covenant and any other Ancillary Document to which it is party;
 - (B) deliver to the Notary:
 - (i) a duly executed, authorised, notarised and - insofar notarisation is performed by a non-Dutch civil law notary - apostilled power of attorney of the Purchaser under which the Deeds and Transfer will be executed before the Notary on behalf of the Purchaser;
 - (ii) the original shareholders register of the Purchaser;
 - (C) instruct the Notary to have (i) the relevant Deeds of Transfer executed on behalf of the Purchaser, and to update its share register and have such update registered with the Dutch trade register, and (ii) to execute a notarial deed of amendment to amend the articles of association of the Purchaser to adopt the Articles of Association;
 - (D) deliver to each Seller a copy of the resolution of the directors of the Purchaser authorising the execution by the Purchaser of this Agreement and each of the Ancillary Documents to which it is a party and the performance of its obligations under this Agreement and the Ancillary Documents;
 - (E) deliver to each Seller a copy of a written resolution of the shareholder of the Purchaser in the agreed form granting the directors of the Purchaser authority to effect each of the other steps required to be undertaken by the Purchaser pursuant to this Agreement;
 - (F) procure that a shareholder resolution of the Purchaser is passed pursuant to which (i) each of the persons nominated by the Sellers shall be appointed directors of the Purchaser such appointments to take effect immediately after Completion and (ii) the articles of association of the Purchaser will be amended to adopt the Articles of Association; and
 - (G) carry out all of the steps required of it at Completion pursuant to this Agreement.

Part C (General)

1. All documents and items delivered at Completion pursuant to this Schedule 2 (Completion arrangements) shall be held by the recipient to the order of the person delivering the same until such time as Completion shall be deemed to have taken place.
2. Simultaneously with delivery of all documents and all items required to be delivered at Completion (or waiver of the delivery of it by the person entitled to receive the relevant document or item), the documents and items delivered in accordance with this Schedule 2 shall cease to be held to the order of the person delivering them and Completion shall be deemed to have taken place.

Part D (Execution of Deeds of Transfer)

Upon receipt by the Notary of a copy of this Agreement, executed by all parties hereto, the documents and instructions described in Part A under 1 and 3 and the documents and instruction described in Part B under 1 (B) and (C), the Notary shall (and the Sellers shall instruct that the Notary shall) (i) procure the execution of the Deed of Transfer in respect of the JV Co Shares, pursuant to which the transfer of the JV Co Shares shall become effective; (ii) procure the registration of the transfer of the JV Co Shares to Vodafone in the shareholder register of the Purchaser; (iii) procure the execution of the Deed of Amendment of the Articles of Association; (iv) procure the execution of the Deeds of Transfer in respect of the Shares, pursuant to which the transfer of the Shares shall become effective; (v) procure the registration of the transfer of the Shares to the Purchaser in the shareholders register of the Target Companies; (vi) register the new sole shareholder of the Target Companies with the Dutch trade register; and (vii) de-register the sole shareholder of the Purchaser with the Dutch trade register, all in accordance with the sequence of events set out in sub-clause 2.1.

Part E (Guarantors' obligations)

At Completion, each Guarantor shall deliver or make available each of the Ancillary Documents to which it is a party to the other parties to each relevant Ancillary Document in the agreed form duly executed by that Guarantor.

Schedule 3
(Warranties)

Part A – Warranties applicable to each Seller

1. Ownership of the Shares

1.1 The Seller has full legal and beneficial right and title to:

- (A) in the case of Vodafone, the Vodafone Target Company Shares; and
- (B) in the case of Liberty Global, the Liberty Global Target Company Shares.

1.2 The Shares comprise the entire issued share capital of the Target Company.

1.3 There is no option, warrant, convertible or similar right, right to acquire or subscribe for, mortgage, charge, pledge, lien or other form of security or encumbrance or equity on, over or affecting the Shares or any of them or any shares of any member of the Target Group and there is no agreement or commitment to give or create any and, so far as the Seller is aware, no claim has been made by any person to be entitled to any.

2. Capacity of the Seller

2.1 The Seller has been duly incorporated and is validly existing under the laws of the jurisdiction of its incorporation.

2.2 The Seller has the requisite power and authority to enter into and perform its obligations under the Share Purchase Documents to which it is a party.

2.3 The obligations of the Seller under this Agreement constitute, and the obligations of the Seller under the other Share Purchase Documents will, when executed and delivered, constitute legal, valid and binding obligations of the Seller, enforceable against the Seller in accordance with their respective terms.

2.4 The execution and delivery of, and the performance by the Seller of its obligations under, the Share Purchase Documents will not:

- (A) result in a breach of any provision of the articles of association of the Seller;
- (B) result in a breach of, or constitute a default under, any instrument to which the Seller is a party or by which the Seller is bound where such breach is material to their ability to perform their obligations under such documents;
- (C) result in a breach of any applicable law or regulation by which the Seller is bound;
- (D) result in a breach of any order, judgment or decree of any court or governmental agency to which the Seller is a party or by which the Seller is bound where such breach is material to their ability to perform their obligations under such documents; or

(E) require the consent of its shareholders.

2.5 No proposal has been made or resolution adopted for the dissolution or liquidation of the Seller and, so far as the Seller is aware, no circumstances exist which may result in the dissolution or liquidation of the Seller, and no proposal has been made or resolution adopted for a statutory merger (*juridische fusie*) or division (*splitsing*), or a similar arrangement under the laws of any applicable jurisdiction, of the Seller.

3. **Target Group structure and corporate matters**

3.1 The Shares have been validly issued and are fully paid up.

3.2 There is no agreement or commitment outstanding which calls for the issue of, or accords to any person the right to call for the issue of, any shares (including the Shares) or any debentures in or securities of any member of the Target Group.

3.3 Part B of Attachment 1 (Basic Information about the Subsidiaries) lists all the Subsidiaries of the Target Company and no member of the Target Group has any interest in any other body corporate or undertaking which is not a member of the Target Group and so listed.

3.4 The information given in Part A of Attachment 1 (Basic information about the Target Companies) and Part B of Attachment 1 (Basic information about the Subsidiaries) is true and accurate in all material respects.

3.5 The shares listed in Part B of Attachment 1 (Basic Information about the Subsidiaries) in respect of each Subsidiary constitute the whole of the issued and allotted share capital of the relevant Subsidiary, are fully paid (or properly credited as fully paid), have been properly and validly allotted, and are legally and beneficially owned by the Target Company or another wholly owned member of the Target Group.

3.6 No shares in the capital of any member of the Target Group have been issued and no transfer of shares in the capital of any member of the Target Group has been registered otherwise than in accordance with the articles of association of the relevant member of the Target Group from time to time in force.

3.7 No decision has been taken by the management or supervisory board of any member of the Target Group which might reasonably be expected materially to hinder or have a material impact on the transactions contemplated in the Share Documents.

3.8 Each member of the Target Group is validly existing under the laws of the country in which it is incorporated or formed and has all requisite corporate or partnership powers and authority to conduct its business as presently conducted and to own its assets and properties as presently owned, and as contemplated to be owned upon Completion.

3.9 The copies of the articles of association or other like documents of each member of the Target Group filed with the Dutch trade register are complete and accurate in all material respects and, to the extent required by law, fully set out the rights and restrictions attaching to each class of share capital of the member of the Target Group to which they relate.

- 3.10 So far as the Seller is aware, the statutory books (including all registers but excluding the minute books and, for the avoidance of doubt, the accounting records) of each member of the Target Group have been properly kept and contain a record which is accurate and complete in all material respects and no notice or allegation that any of them is incorrect or should be rectified has been received.
- 3.11 No proposal has been made or resolution adopted for the dissolution or liquidation of any member of the Target Group and, so far as the Seller is aware, no circumstances exist which may result in the dissolution or liquidation of any member of the Target Group, and no proposal has been made or resolution adopted for a statutory merger (*juridische fusie*) or division (*splitsing*)
- 3.12 The Target Company has fully complied with all obligations set forth in 2:262 - 2:271 and 2:274 of the Dutch Civil Code (mitigated large company regime or *gemitigeerde structuur regime*).
- 3.13 There is no guarantee, indemnity or other contingent obligation given or undertaken by any member of any Target Group in relation to or arising out of any obligations or liabilities of any member of that Seller's Retained Group, including in respect of operational matters including equipment, procurement, network rollout and tenders for projects.

4. **Accounts and Management Accounts**

4.1 The Accounts:

- (A) with respect to Vodafone, were prepared in accordance with IFRS as adopted by the European Union and comply with the financial reporting requirements included in Part 9, Book 2 of the Dutch Civil Code at the time they were audited; and
- (B) with respect to Liberty Global, were prepared in accordance with US GAAP; and
- (C) with respect to the Vodafone Target Group show a true and fair view of, and with respect to the Liberty Global Target Group present fairly in all material respects, the financial position of members of the Target Group to which the relevant accounts relate at the Accounts Date and of the profits or losses and cash flow of members of the Target Group to which they relate for the accounting period ended on that date.

- 4.2 No member of the Target Group has failed to fulfil its obligations to timely publish its annual accounts for, with respect to the Liberty Global Target Group, the financial years 2012, 2013 and 2014 or, with respect to the Vodafone Target Group, the financial years 2013, 2014, and 2015.

- 4.3 The Management Accounts of each Target Group were properly prepared using accounting policies consistent with those adopted in the preparation of the Accounts of the relevant Target Group and are not misleading in any material respect (where "**material**" means any facts, matters, circumstances, issues or events which have or the absence of which would have an aggregate cost, benefit or value to the relevant

Target Group of not less than €5,000,000 (in the case of Vodafone) or €10,000,000 in the case of Liberty Global).

- 4.4 The Data Room contains details of all material guarantees provided to any third party by each of the Liberty Global Reorganisation Companies and ZUM B.V. with respect to the obligations of any person other than members of the Liberty Global Target Group.
- 4.5 ZUMB B.V. does not have and is not subject to in any way, and whether, in each case, contingent or otherwise, any liabilities in excess of €100,000 (including in relation to Tax).

5. Events since the Accounts Date

Since the Accounts Date:

- (A) There has been no material adverse change in the financial position of the Target Group as a whole;
- (B) the business of the Target Group as a whole has been carried on, in all material respects, in the normal course consistent with past practice;
- (C) no resolution in general meeting or written resolution of the shareholders of any member of the Target Group has been passed;
- (D) no change in the accounting reference period of any member of the Target Group has been made;
- (E) no Target Company has issued or agreed to issue any share or loan capital; and
- (F) no dividend or other distribution of profits or assets has been declared or made by any member of the Target Group.

6. Inter-Company Loan Receivables

There are no Inter-Company Loan Receivables outstanding in respect of any member of the Target Group.

7. Contracts and commitments

7.1 No member of the Target Group is a party to:

- (A) any agency, distributorship or management agreement other than any such agreements entered into in the ordinary course of business or any such agreements calling for payments by any party thereto in excess of €500,000.
- (B) any contract or arrangement which materially restricts its freedom to carry on its business in any part of the world in such manner as it may think fit;
- (C) any joint venture agreement or arrangement or any agreement or arrangement under which it participates with any other person in any business;

- (D) any contract or arrangement which relates to matters not within the ordinary business of that member or is not entirely on arms' length terms;
- (E) any Material Contract, except any Material Contract contained in the relevant Data Room in accordance with paragraph 7.2 below.;
- (F) any Material Contract which can be terminated in the event of any change in the underlying ownership or control of that member; or
- (G) any telecom network or equipment supply contract that is material in the context of the Target Group as a whole other than any contract relating to customer premises equipment, handsets and any other devices used or required at customer premises.

7.2 A copy of each Material Contract is contained in the relevant Data Room.

7.3 The Seller is not aware of any breach of any Material Contract which would have a material adverse effect on the Target Group as a whole.

7.4 So far as the Seller is aware:

(A) all of the Material Contracts to which a member of the Target Group is party are in full force and effect and the terms thereof have been complied with in all material respects by the relevant member of the Target Group; and

(B) there are no grounds for rescission, avoidance or repudiation of any of the Material Contracts to which a member of the Target Group is party and no written notice of termination or of intention to terminate has been given or received in respect of any of them during the 12 months prior to the date of the Signing Protocol.

7.5 There is no material deficiency in the accuracy or completeness of the Target Group's customer data which, either singly or in the aggregate, would be reasonably likely to materially affect the carrying on of the business of the Target Group.

7.6 Neither the Seller nor any member of the Target Group have received any complaints from any governmental entity, customer or former customer in the 12 months prior to the date of the Signing Protocol, in each case, which are or would reasonably be likely to be material to the Target Group as a whole.

8. **Powers of attorney**

No member of the Target Group has given any power of attorney or other written authority which is still outstanding or effective to any person to enter into any contract or commitment on its behalf (other than to its directors, officers and employees to enter into routine trading contracts in the normal course of their duties).

9. **Insurances**

- 9.1 The Target Group has in place, or benefits from, insurance which is reasonably prudent and customary in respect of the business operated by the Target Group as a whole. So far as the Seller is aware, all material insurance policies are in full force and effect and are not void or voidable, and no individual or related claims for amounts in excess of €100,000 are outstanding.
- 9.2 There are no circumstances which may nullify any insurance policy of any member of the Target Group or which may cause premiums or deductibles to be materially increased.

10. Borrowings

- 10.1 Details of all Material Financing Facilities outstanding or available to a member of the Target Group are contained in the relevant Data Room.
- 10.2 Details of all security granted over any material assets of the Target Group in connection with any Financing Facilities are contained in the relevant Data Room.
- 10.3 No member of the Target Group owes any amount exceeding €10,000,000 under any Financing Facilities to any person outside the Retained Group, other than as set out in the relevant Data Room.
- 10.4 So far as the Seller is aware, no event which is an event of default under or any material breach of any of the terms of any Material Financing Facilities of the Target Group or would entitle any third party to call for repayment prior to normal maturity has occurred or been alleged.
- 10.5 So far as the Seller is aware, no Controlled Company has received any written notice in the 12 months prior to the date of the Signing Protocol to repay any Financing Facility of the Target Group which is repayable on demand in accordance with its terms.

11. Insolvency

- 11.1 No member of the Target Group has either been (i) declared bankrupt (*failliet verklaard*) or (ii) granted a temporary or definitive moratorium of payments (*surséance van betaling*) or (iii) made subject to any insolvency or reorganisation proceedings or (iv) involved in negotiations with any one or more of its creditors or taken any other step with a view to the readjustment or rescheduling of all or part of its debts, nor has, as far as the Seller is aware, any third party applied for a declaration of bankruptcy or any such similar arrangement for any member of the Target Group under the laws of any applicable jurisdiction.
- 11.2 No member of the Target Group is insolvent or has stopped paying or is unable to pay its debts as they fall due.

12. Licences

- 12.1 All licences (including those relating to telecommunications and radio frequency), consents, permits, authorisations and other permissions and approvals required pursuant to applicable laws and regulations for or in connection with the carrying on of

the business being carried on by any member of the Target Group as at the date of the Signing Protocol and the absence of which would have a material adverse effect on the business of the relevant member of the Target Group and ignoring any change of control arising from this Agreement, are in full force and effect and true and accurate copies of the same that are in writing are contained in the relevant Data Room.

- 12.2 Each member of the Target Group carries out its business in all material respects in accordance with the terms of the licences, consents and other permissions and approvals described in paragraph 12.1 above, including with respect to the preparation of regulatory accounts where required. So far as the Seller is aware, all sums due from any member of the Target Group under the licences, consents, permissions and approvals described in paragraph 12.1 above have been paid.
 - 12.3 No written notice has been received by any member of the Target Group during the 24 months prior to the date of the Signing Protocol that any such licence, consent, permission or approval described in paragraph 12.1 above is likely to be terminated, revoked, suspended or modified.
 - 12.4 So far as the Seller is aware, no member of the Target Group has, in the 24 months prior to the date of the Signing Protocol, committed a material breach of any of the licences, consents, permissions or approvals described in paragraph 12.1 above which is likely to lead to the termination, revocation, suspension or modification of such licence, consent, permission or approval.
 - 12.5 No written notice has been received in respect of any investigation, inquiry or proceeding initiated by any regulatory or governmental authority specifically and directly with respect to any of the licences, consents, permissions or approvals described in paragraph 12.1 above which is likely to lead to the termination, revocation, suspension or modification of such licence, consent, permission or approval. So far as the Seller is aware, there are no circumstances that are likely to lead to any investigation, inquiry or proceeding initiated by any regulatory or governmental authority specifically and directly with respect to any of the licences, consents, permissions or approvals described in paragraph 12.1.
13. **Litigation**
- 13.1 No member of the Target Group is engaged in any litigation, arbitration or other dispute resolution process, or administrative or criminal proceedings which are currently in progress (or, to the knowledge of the Seller, threatened), whether as claimant, defendant or otherwise which is material in the context of the business of the Target Group taken as a whole, with respect to any such matters other than in respect of the collection of debts in the ordinary course of business.
 - 13.2 So far as the Seller is aware, no material litigation, arbitration or other dispute resolution process, or administrative or criminal proceedings by or against any member of the Target Group is pending or threatened.
 - 13.3 No member of the Target Group has received written notice during the 12 months prior to the Signing Protocol of any proposed or pending investigation or inquiry by any

regulatory or governmental authority in respect of the business of that member of the Target Group that is likely to be material in the context of that Target Group as a whole.

14. **Data protection**

14.1 Each member of the Target Group complies in all material respects with all applicable data protection laws, rules and regulations including but not limited to the Personal Data Protection Act (*Wet bescherming persoonsgegevens*) and the Telecommunications Act (*Telecommunicatiewet*).

14.2 So far as the Seller is aware:

- (A) other than any investigation by the Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*) that has been concluded, finalised or otherwise terminated prior to the date of the Signing Protocol, no member of the Target Group has received a notice from the Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*) alleging breach by it of application data protection law and/or a request for any information;
- (B) no individual has been awarded compensation from any member of the Target Group under applicable data protection law;
- (C) no order has been made against any member of the Target Group for the rectification, blocking, erasure or destruction of any data under applicable data protection law; and
- (D) no warrant has been issued under applicable data protection law authorising the Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*) to enter any of the premises of any member of the Target Group.

15. **Competition**

15.1 So far as the Seller is aware, no member of the Target Group is or has in the five years before the date of the Signing Protocol a party to or is concerned with any agreement, or is conducting (or has conducted) itself in a manner which:

- (A) infringes Article 101 or 102 of the Treaty on the functioning of the European Union; or
- (B) infringes anti-trust legislation in The Netherlands; or
- (C) is unenforceable or void (whether in whole or in part) or renders any other member of the Target Group liable to civil, criminal or administrative proceedings by virtue of any antitrust or similar legislation or any undertakings given or orders made under such legislation in The Netherlands.

15.2 So far as the Seller is aware, no member of the Target Group has given an undertaking to, or is subject to any order of or investigation by, or has received any request for information from the Netherlands Authority for Consumers and Markets (or any of its predecessors) or the European Commission under Dutch or EC competition legislation

where such undertaking, order, investigation or request for information is likely to cause a material loss or liability to the Company.

16. Ownership and adequacy of assets

- 16.1 So far as the Seller is aware, each of the material assets (other than Property and assets which are subject to an indefeasible right of use) included in the Accounts or acquired by any member of the Target Group since the Accounts Date (other than current assets sold, realised or applied in the normal course of trading) is owned both legally and beneficially by the relevant member of the Target Group and each of those assets capable of possession is in the possession of the relevant member of the Target Group (save where in the possession of a third party in the normal course of business).
- 16.2 Except (in the case of the Liberty Global Target Group) pursuant to the Financing Facilities of Liberty Global and the Liberty Global Target Group, so far as the Seller is aware, no option, right to acquire, mortgage, charge, pledge, lien (other than a lien arising by operation of law in the ordinary course of trading) or other form of security or encumbrance or equity on, over or affecting the whole or any part of the undertaking or material assets of any member of the Target Group (including any investment in any other member of the Target Group) is outstanding and there is no agreement or commitment to give or create any and no claim has been made by any person to be entitled to any.
- 16.3 The telecommunication, cable and signal distribution networks and systems of the Target Group (the “**Network**”) which are operated for the purposes of the business of the Target Group and any necessary associated software (owned by or licensed to any member of the Target Group or provider of the Network) substantially perform the functions which they are intended to perform in the manner in which they are presently being conducted.
- 16.4 The Network has been materially designed, planned, constructed, implemented, licensed and maintained in accordance with applicable laws and regulations. The Network is in proper operating condition (subject to normal wear and tear) and is fit in all material respects for the purpose for which it is intended.
- 16.5 The Network has not suffered any material service degradations or breakdowns during the past 12 months.
- 16.6 The Target Group owns, or has all rights necessary to use, the Network. So far as the Seller is aware, (i) there are no disputes or challenges to the title and rights of the Target Group in relation to its ownership or operation of any material part of the Network, and (ii) the Target Group is using the Network components pursuant to a valid ownership or usage title.
- 16.7 The Network has been operated in all material respects with the terms of all applicable agreements for the lease of the Network to the Target Group (the “**Network Lease Agreements**”) and the entry into or performance of the Share Purchase Documents shall not cause a breach or termination of any material Network Lease Agreement.

17. Intellectual Property and Information Technology

- 17.1 All renewal fees due as at the date of the Signing Protocol in respect of the registered Intellectual Property owned by any member of the Target Group have been paid.
- 17.2 So far as the Seller is aware, the Target Group either owns or has a licence to use all material Intellectual Property and material information technology, in each case used to carry on the business conducted by the Target Group in the materially the same manner as currently carried on.
- 17.3 No member of the Target Group nor, so far as the Seller is aware, any other party is in material breach of any of the licences or agreements described in paragraph 17.2.
- 17.4 So far as the Seller is aware (a) no third party is infringing or making unauthorised use of, or has in the past 12 months infringed or made unauthorised use of, any Intellectual Property or rights in Business Information owned by any member of the Target Group and (b) the activities of the Target Group do not infringe or make unauthorised use of, or have in the past 12 months infringed or made unauthorised use of, any Intellectual Property or rights in Business Information owned by any third party.
- 17.5 So far as the Seller is aware, and save in the ordinary course of business or to its employees, no member of the Target Group has disclosed any confidential Business Information to any third party other than under an obligation of confidentiality.
- 17.6 So far as the Seller is aware, there has been no material disruption to the commercial activities of or adverse effect on the business of the Target Group (taken as a whole) in the 12 months prior to the date of the Signing Protocol which has been caused only by any failure, breakdown, security breach, malfunction or data loss of, or other unauthorised access to, any Information Technology used by the Target Group.
- 17.7 There is no material dispute or proceeding regarding any Information Technology used in the Target Company's business and, as far as seller is aware, there is no fact, circumstance or matter which is likely to give rise to any such dispute.
- 17.8 Each member of the Target Group has adequate disaster recovery plans and security arrangements in place and adequate back-up procedures have been implemented and are complied with. The execution of disaster recovery plans and security arrangements have been adequately tested and the relevant employees and third parties have been adequately informed and, where relevant, trained in the execution thereof.
- 18. **Property**
- 18.1 The Relevant Properties constitute all the office premises and switch sites owned, leased, used or occupied by any member of the Target Group.
- 18.2 In relation to each Relevant Property, the Property Owner is legally and beneficially entitled to the Relevant Property and is in physical possession and actual occupation of the whole of the Relevant Property for the purpose of the business of the Target Group.
- 18.3 No Relevant Property is subject to (i) any mortgage or charge (legal or equitable, fixed or floating) or agreements for sale, estate contracts, options, rights of pre-emption, first refusal or other encumbrances (except, in the case of Liberty Global, for security

granted pursuant to the Financing Facilities of Liberty Global and the Liberty Global Target Group); or (ii) any rights of use which materially hinder the relevant business of the Target Group in the ordinary course, and no member of the Target Group has entered into any agreement to acquire or dispose of any land or premises or any estate or interest therein which has not completed.

18.4 As far as seller is aware, each Relevant Property has the benefit of such rights and easements as are necessary for the continued use of the Relevant Property for its present purpose.

18.5 So far as the Seller is aware, none of the Relevant Properties or any part thereof is affected to any material extent by any outstanding notice, dispute or complaint. The current use of each Relevant Property is a lawful use for planning or zoning purposes.

18.6 So far as the Seller is aware, in relation to each Relevant Property, there is no subsisting material breach and no non-observance of any material terms contained in any relevant lease, in each case on the part of the Property Owner.

19. **The environment, health and safety**

19.1 So far as the Seller is aware, in the two years prior to the date of the Signing Protocol, all material environmental, health and safety permits have been obtained and have been complied with in all material respects.

19.2 In the two years prior to the date of the Signing Protocol, no member of the Target Group has received any written notice from any relevant authority under applicable law that such member of the Target Group has any material liability under applicable law relating to environmental, health and safety matters arising or existing as at or prior to the date of the Signing Protocol.

20. **Employment**

20.1 Copies of the service agreements or contracts of employment (including any side letters and amendments) and copies of any bonus or incentive agreements for each member of the general management team of the Target Group are set out in the relevant Data Room.

20.2 There are no terms or conditions of employment (whether contractual or not) for any employee of the Target Group which are in any way linked to or dependant on the transaction contemplated by this Agreement.

20.3 Since the Accounts Date, no material change has been made to the emoluments or other terms of engagement of the employees of the Target Group except for increases in emoluments made in accordance with normal Target Group industry practice.

20.4 So far as the Seller is aware, there are no material claims existing or threatened in relation to any member of the Target Group by or in respect of any employee or former employee in respect of their employment.

- 20.5 Details of any trade union, works council or other body representing the employees of any member of the Target Group are set out in the relevant Data Room, together with particulars of any agreement concluded by or in respect of any member of the Target Group for collective bargaining.
- 20.6 No member of the Target Group is bound by any collective labour agreement, other than as set out in the relevant Data Room.
- 20.7 There have been no material labour disputes between any Target Group Company and any trade union, works council or other representative body in relation to its employees and no industrial action has been taken in the last three years against any member of the Target Group in relation to its employees.
- 20.8 There is no redundancy process currently proposed or ongoing which affects any employee of the Target Group and no redundancy process has been undertaken by the Target Group within the last twelve months.
- 20.9 So far as the Seller is aware, each member of the Target Group has complied in all material respects with all applicable contracts of employment, policies, benefit or bonus schemes and all applicable laws, codes of conduct, collective agreements, orders, declarations and awards relating to its employees and former employees.
- 20.10 Each member of the Target Group has at all times in all material respects complied with the labour laws applicable to it, including but not limited to the Working Conditions Act (*Arbeidsomstandighedenwet*), the Dutch Works Council Act (*Wet op de ondernemingsraden*) and the European Works Councils Act (*Wet op de Europese ondernemingsraden*) and any implementing regulations. There are no agreements with any works council or other representative body of employees or with any of the Employees with respect to their collective representation.
- 20.11 No member of the Target Group is bound by any workforce agreement, dismissal procedures agreement, social plan, trade union membership agreement, or any other constitution of or agreement with a trade union or works council or other body representing the employees of any member of the Target Group, including any works council, other than as set out in the relevant Data Room.
- 20.12 No Senior Employee or director of a member of the Target Group has given or has been given notice of termination of his employment, no employee rescission proceedings have been started in respect of any such Senior Employee or director, no employment agreement has been rescinded (*ontbonden*) and no such Senior Employee or director has indicated that he will leave the Target Group within three months after the date of the Signing Protocol.
- 20.13 No member of the Target Group has made any loan or advance to any employee or former or prospective employee of any member of the Target Group, which is outstanding.

21. Pensions

- 21.1 Other than the Pension Schemes, there is no obligation, agreement or arrangement (whether funded or unfunded) which any member of the Target Group contributes to or has contributed to or may become liable to contribute to or has become or may become liable to satisfy under which benefits are payable on retirement (including pension insurance or excess (*excedent*) insurance) or on death (whether accidental or not) or disability, for or in respect of any present or former employee, director or other officer, or any spouse, child, assign or dependant thereof, of any member of the Target Group or of any predecessor in business of any member of the Target Group.
- 21.2 Save for obligations in respect of the Pension Schemes, none of the members of the Target Group has obligations in respect of any actual or proposed pension, pre-pension or early retirement, death or disability arrangements committed to any employee or former employee or group of employees or former employees, or their spouses, children, assigns or dependants, of any of the members of the Target Group, and there are no further obligations for any member of the Target Group arising from any previous pension schemes which applied to any employees or former employees, or their spouses, children, assigns or dependants, of a member of the Target Group (together "**Previous Pension Schemes**").
- 21.3 Copies of all documents relevant to the Pension Schemes have been fairly disclosed in the relevant Data Room. These documents contain full and accurate particulars of all the benefits provided by and the terms of the relevant Pension Schemes. The Pension Schemes and the Previous Pension Scheme are recognised arrangements for the purposes of the tax regime under which they operate and, so far as the Seller is aware, there is no reason why such recognition might be withdrawn or might cease to apply.
- 21.4 All employees and former employees of each member of the Target group have participated or participate (as applicable) in the relevant Pension Scheme or Previous Pension Scheme on terms fully consistent with the documents to the Pension Scheme or Previous Pension Scheme.
- 21.5 No member of the Target Group has any liability to make any material payment to any Pension Scheme or Previous Pension Scheme or any material insurance arrangement held in relation to any Pension Scheme or Previous Pension Scheme which is due, but remains unpaid. All contributions and other payments due under each Pension Scheme and Previous Pension Scheme up to Completion have been fully paid or provided for in the accounts of the relevant member of the Target Group.
- 21.6 So far as the Seller is aware, each member of the Target Group has, in relation to the Pension Scheme or Previous Pension Scheme, at all times complied in all material respects with the provisions of the Pension Scheme or Previous Pension Scheme documentation and all applicable laws.
- 21.7 So far as the Seller is aware, neither any of the Pension Schemes, nor any of the Previous Pension Schemes, nor any member of the Target Group is party to any litigation or similar proceedings which relate to the provision of any benefits under such Pension Scheme or Previous Pension Scheme, nor has any such litigation or similar proceedings been threatened.

21.8 The employees and former employees of any member of the Target Group have legitimately agreed to any and all material changes to the Pension Schemes and/or Previous Pension Schemes.

22. **Compliance with Laws and Anti-Bribery**

22.1 So far as the Seller is aware, none of the Seller or any member of the Target Group or the Retained Group is in breach of any applicable law (including in relation to anti-bribery and corruption) where such breach is reasonably likely to be material to the Target Group.

22.2 So far as the Seller is aware, with respect to its Target Group, none of the Seller or any member of the Target Group or the Retained Group (or any of their officers or employees) has received notice that any such person is or has been alleged to be in violation of (i) any Anti-Bribery Law or (ii) any sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the U.S. Department of State or equivalent measures of the Netherlands, European Union, or the United Nations.

23. **The Accounts and Tax**

23.1 No member of the Target Group has any outstanding liability for:

- (A) Tax in any part of the world assessable or payable by reference to profits, gains, income or distributions earned, received or paid or arising or deemed to arise on or at any time prior to the Accounts Date or in respect of any period starting before the Accounts Date; or
- (B) purchase, value added, sales or other similar tax in any part of the world referable to transactions effected on or before the Accounts Date

that is not provided for or, as appropriate, disclosed in full in the Accounts.

23.2 The amount of the provision for deferred Tax liabilities in respect of each member of the Target Group contained in the Accounts was, at the Accounts Date, adequate and fully in accordance with US GAAP, IFRS or accounting practices generally accepted in The Netherlands and commonly adopted by companies carrying on businesses similar to those carried on by that member of the Target Group.

23.3 If all facts and circumstances which are now known to each member of the Target Group or any of the Sellers had been known at the time the Accounts were drawn up, the provision for deferred Tax liabilities that would be contained in the Accounts would be no greater than the provision which is so contained and the provision for deferred Tax assets that would be contained in the Accounts would be no less than the provision which is so contained, provided that this warranty shall not apply to (i) any provision for deferred Tax assets recognised by Zesko B.V., Ziggo N.V. (now known as Ziggo Holding B.V.), LGE Holdco V B.V., LGE Holdco VI B.V. or LGE Holdco VII B.V. in respect of net operating losses; (ii) (to the extent not already covered by (i)) any other provision for deferred Tax assets in respect of net operating losses generated by those entities; or (iii) any valuation allowance relating to either (i) or (ii).

24. Tax events since the Accounts Date

Since the Accounts Date:

- (A) no member of the Target Group has declared, made or paid any distribution of profits or retained earnings;
- (B) no accounting period of any member of the Target Group has ended, other than Vodafone Systems B.V. as necessary to facilitate the alignment of its balance sheet date with that of Vodafone Libertel B.V.; and
- (C) neither a member of the Target Group nor the Relevant Parent Company in relation to a member of the Target Group has paid or become liable to pay or acted (directly or through an agent or other representative) in such manner as to incur a liability (or potential liability) to pay any interest or penalty in connection with any Tax or otherwise paid any Tax after its due date for payment or become liable to pay any Tax the due date for payment of which has passed or become prospectively liable to pay any Tax the due date for payment of which will arise in the 30 days after the date of the Signing Protocol.

25. Tax Returns, disputes, records and claims, etc.

- 25.1 Each member of the Target Group and the Relevant Parent Company has made or caused to be made all proper Tax Returns required to be made where the member of the Target Group or the Relevant Parent Company is responsible for the filing of the relevant Tax Returns, or otherwise has provided all necessary information to the company responsible for the filing of the relevant Tax Returns in a timely manner to enable the Tax Returns to be made, and has supplied or caused to be supplied all information required to be supplied, to any Tax Authority.
- 25.2 There is no dispute or disagreement outstanding nor is any contemplated at the date of the Signing Protocol with any Tax Authority regarding liability or potential liability to any Tax (including in each case penalties or interest) recoverable from any member of the Target Group or the Relevant Parent Company in relation to a member of the Target Group or regarding the availability of any relief from Tax to any member of the Target Group or the Relevant Parent Company in relation to a member of the Target Group and there are no circumstances which make it likely that any such dispute or disagreement will commence.
- 25.3 One or more members of the Target Group has (i) sufficient records relating to past events, including any elections made, to calculate the taxable profit or loss which would arise on any disposal or on the realisation of any asset owned at the Accounts Date by any member of the Target Group or acquired by any such member since that date but before Completion and (ii) all other records which any member of the Target Group is required by law to keep in relation to Tax.
- 25.4 Each member of the Target Group has duly submitted all claims, elections and disclaimers or withdrawals of claims which have been assumed to have been made for the purposes of the Accounts.

25.5 The amount of Tax chargeable on any member of the Target Group or the Relevant Parent Company in relation to a member of the Target Group during any accounting period ended on or within five years before the Accounts Date has not, to any material extent, depended on any concession, agreement or other formal or informal arrangement (including advance tax rulings, advance pricing agreements and horizontal monitoring) with any Tax Authority, other than those arrangements details of which are set out in the relevant Data Room.

26. **Tax Status**

26.1 No member of the Target Group or the Relevant Parent Company in relation to a member of the Target Group benefits from any preferential Tax regime, granted by law or by special authorisation issued by any Tax Authority or by any other authority (with the exception of the Dutch Fiscal Unity regime as defined in Article 15 of the Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*) and in Article 11 of the Directive of the Council of the European Union on the common system of value added tax (2006/112/EC) and the Dutch innovation box of Article 12b of the Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*)) which could in whole or in part be affected by the signature of this Agreement.

26.2 All shareholdings held by each member of the Target Group qualify and have always qualified for exempt treatment in respect of dividend income and capital gains for Dutch corporate income tax purposes under the participation exemption regime of Article 13 of the Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*).

26.3 No member of the Target Group has any receivable on a related entity (within the meaning of Article 10a of the Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*)) that has been depreciated below nominal value.

26.4 Neither in the current financial year nor in the preceding five (5) financial years have the assets of any member of the Target Group been written down other than in accordance with generally accepted accounting principles as applicable for Dutch Tax purposes (*goed koopmansgebruik*).

27. **Value added tax**

27.1 Each member of the Target Group and the Relevant Parent Company in relation to a member of the Target Group has complied with any obligations to register for the purpose of VAT and has complied in all material respects with its obligations under any Tax legislation relating to VAT.

27.2 Full, complete, correct and up-to-date records, invoices and other documents appropriate or required for the purposes of any Tax legislation relating to VAT have been made, given, obtained and kept.

27.3 Each member of the Target Group performs VAT relevant transactions and therefore qualifies as VAT taxable person.

27.4 No member of the Target Group has made any non-incidental exempt supplies in its current or preceding VAT periods in the past five years.

27.5 Complete records are maintained to fully support any claim made by any member of the Target Group for bad debt relief under any Tax legislation relating to VAT in the past five years.

28. **Deductions and withholdings**

Each member of the Target Group has made all deductions in respect, or on account, of any Tax from any payments made by it which it is obliged or entitled to make and has accounted in full to the appropriate authority for all amounts so deducted.

29. **Residence**

29.1 The country which is given in Part A of Attachment 1 (Basic information about the Company) or Part B of Attachment 1 (Basic Information about the Subsidiaries) as the tax residence of the relevant member of the Target Group is the only country whose Tax Authorities seek to charge Tax on the worldwide profits or gains of that member of the Target Group and no member of the Target Group has paid Tax in the past five years on income profits or gains to any Tax Authority in any other country except that mentioned in Part A of Attachment 1 (Basic information about the Company) or Part B of Attachment 1 (Basic Information about the Subsidiaries).

29.2 Any payroll tax liabilities arising in connection with any equity-based payments made or accrued by any member of the Target Group have been fully reported in the appropriate payroll tax returns and all mandatory withholdings in respect of such payments or accruals were paid to the relevant Tax Authority before the last date upon which such amounts could be paid without incurring a liability to interest or a charge or penalty in respect of such amounts.

30. **Fiscal Unity**

30.1 The relevant Data Room contains a copy of every (a) Fiscal Unity decree issued by the relevant Tax Authority confirming that a member of the Target Group has entered into to a Fiscal Unity with the Relevant Parent Company, and (b) Tax sharing arrangement (including without limitation any arrangement under which Tax losses or Tax reliefs are surrendered or agreed to be surrendered or claimed) in respect of the profits, gains or losses of that member of the Target Group with any company not being another member of the Target Group.

30.2 Except as provided in the Accounts, no member of the Target Group is, nor will it be, under any obligation to make or have any entitlement to receive any payment in respect of any period ending on or before the Accounts Date under the arrangements referred to in paragraph 30.1 above.

31. **Non-arm's length transactions**

So far as the Seller is aware, no member of the Group is a party to any transaction or arrangement which is not in accordance with the arm's length principle as adopted in Article 9 of the OECD Model Convention.

Part B – Warranties applicable to Vodafone

1. **Adequacy of mast assets**

The Target Group has the right to use each of the mast sites where the Network is located for the purposes for which it is currently used. In the past two years, no incident has occurred which has materially affected the integrity of the mast sites and their related infrastructure.

2. **Network and software**

Save as would not have a material adverse effect, the members of the Vodafone Target Group have the right to occupy, use and access such of the Mast Sites as are necessary to operate the business of the Vodafone Target Group and use the Network in all material respects for the purposes for which it is currently used. So far as Vodafone is aware, no circumstances exist which materially compromise such rights to occupy, use and access the Mast Sites as necessary to operate the business of the Vodafone Target Companies (save as would not have a material adverse effect on the operation of the business of the Vodafone Target Group). No written notice has been received by any member of the Vodafone Target Group alleging that it (or any other party) is in breach of any obligations under covenants, conditions and agreements relating to the Mast Sites where the remedying of such breach would have a material adverse effect on the current operation of the business of the Vodafone Target Group. Furthermore, no single agreement pursuant to which the Target Group occupies and uses more than 450 Mast Sites is capable of termination for convenience by the landlord or licensor within 36 months of the date of the Signing Protocol, which would materially compromise the right of the members of the Vodafone Target Group to use the Mast Sites.

3. **Dormant companies**

There are no companies in the Vodafone Target Group which are dormant for accounting purposes.

Part C – Warranties applicable to Liberty Global

1. **Tax Status**

No member of the Liberty Global Target Group has material uncertain Tax positions (within the meaning of ASC 740-10).

2. **Fiscal Unity**

In respect of the Liberty Global Transferred Group, the CIT Fiscal Unity headed by LGE HoldCo VI B.V. neither is, nor has been, part of a wider CIT Fiscal Unity and no request is, or will be, filed to establish a CIT Fiscal Unity with Liberty Global Holding B.V. or any other CIT Fiscal Unity, other than as envisaged and agreed between the parties, and in respect of the Vodafone Transferred Group, the CIT Fiscal Unity headed by Liberty Global Holding B.V. neither is, nor has been, part of a wider CIT Fiscal Unity and no request is, or will be, filed to establish a CIT Fiscal Unity with any other CIT Fiscal Unity. If, at the discretion of Liberty Global, step 2.1 of the Liberty Global pre-Completion Reorganisation will be effectuated and following this step a Fiscal Unity for Dutch

corporate income tax purposes will be formed, Newco will not form part of this Fiscal Unity, but this Fiscal Unity will be headed by Liberty Global Target Company and include all of the subsidiaries referred to in step 2.1(C) of the Liberty Global pre-Completion Reorganisation (as well as Ziggo Services New B.V. at any point in time prior to Completion), but excluding any company included in the LGE Holdco VI BV Fiscal Unity at the date of the Signing Protocol. The Fiscal Unity headed by Liberty Global Target Company will, prior to Completion not form part of any larger Fiscal Unity for Dutch corporate income tax purposes.

3. **Network and software**

Save as would not have a material adverse effect, the members of the Liberty Global Target Group have the right to use the Liberty Global Cable Network in all material respects for the purposes for which it is currently used. So far as Liberty Global is aware, no circumstances exist which materially compromise such rights to use the Liberty Global Cable Network (save as would not have a material adverse effect on the operation of the business of the Liberty Global Target Group). No written notice has been received by any member of the Liberty Global Target Group alleging that it (or any other party) is in breach of any obligations under covenants, conditions and agreements relating to the Liberty Global Cable Network where the remedying of such breach would have a material adverse effect on the current operation of the business of the Liberty Global Target Group. Furthermore, no single agreement pursuant to which the Target Group is granted rights to use the Liberty Global Cable Network is capable of termination for convenience by the grantor of those rights within 36 months of the date of the Signing Protocol, which would materially compromise the right of the members of the Liberty Global Target Group to use the Liberty Global Cable Network.

For these purposes, “**Liberty Global Cable Network**” means the assets comprising the physical infrastructure (including head ends and customer service access points and all network components connecting such head ends with customer service access points, including cables, indefeasible rights of use (“**IRUs**”) with respect to cables, IRUs with respect to capacity and rights of way for cable network) and the logical network (including dense wavelength division multiplexing, Ethernet equipment and all active supporting equipment such as repeaters, nodes, amplifiers, signal re-generators, generators, UPS and IT systems) owned, leased or otherwise used by a Liberty Global Target Company enabling the Liberty Global Target Group to carry on its business.

4. **Dormant companies**

Torensplits B.V., Plinius Investments B.V., Breedband Breda B.V., TeleCai Den Haag and Ziggo Deelnemingen B.V. are the only members of the Liberty Global Target Group which are dormant for accounting purposes.

Part D – Warranties applicable to the JV Co Shares

1. The Purchaser is a newly incorporated, validly existing company under the laws of the Netherlands.

2. Liberty Global has full legal and beneficial right and title to the JV Co Shares and to all other shares in the share capital of the Purchaser.
3. The JV Co Shares comprise 50 per cent. of the entire issued share capital of the Purchaser.
4. There is no option, warrant, convertible or similar right, right to acquire or subscribe for, mortgage, charge, pledge, lien or other form of security or encumbrance or equity on, over or affecting any shares in the share capital of the Purchaser (including the JV Co Shares) and there is no agreement or commitment to give or create any and, so far as Liberty Global is aware, no claim has been made by any person to be entitled to any.
5. The Purchaser has not incurred any liabilities or obligations (whether, in each case, contingent or otherwise) except any immaterial liabilities or obligations which were or are required to be incurred in respect of its incorporation and other than as set out in this Agreement.
6. The Purchaser has not been engaged in any trading or taken any action other than directly for the purpose of entering into this Agreement and implementing the transactions contemplated by this Agreement.
7. The Purchaser is not in breach of any applicable law or judgment.

Schedule 4
(Limitations on the Sellers' liability)

1. Limitation on quantum and general

- 1.1 No Seller shall be liable under any of the Warranties in respect of any individual claim (or series of related claims with respect to related facts or circumstances) where the liability agreed or determined in respect of any such claim does not exceed €10,000,000, but once the amount of any such claim against that Seller has exceeded such sum (subject always to sub-paragraph 1.3) that Seller shall be liable under the Warranties in respect of the full amount of such claim and not only the amount by which such sum is exceeded.
- 1.2 No Seller shall be liable under any of the Tax Covenant in respect of any individual claim (or series of related claims with respect to related facts or circumstances) where the liability agreed or determined in respect of any such claim does not exceed €2,000,000, but once the amount of any such claim against that Seller has exceeded such sum, that Seller shall be liable under the Tax Covenant in respect of the full amount of such claim and not only the amount by which such sum is exceeded.
- 1.3 No Seller shall be liable in respect of any claim or claims under any of the Warranties unless and until the aggregate amount of all such claims (disregarding any claims excluded by paragraph 1.1 above) against that Seller exceeds €100,000,000, but once the aggregate amount of all such claims against that Seller has exceeded such sum, that Seller shall be liable under the Warranties in respect of the full amount of all such claims and not only the amount by which such sum is exceeded.
- 1.4 The aggregate liability of:
 - (A) Vodafone, in respect of any claims under any of the Warranties, shall not exceed an amount equal to €750,000,000; and
 - (B) Liberty Global, in respect of any claims under any of the Warranties, shall not exceed an amount equal to €750,000,000.
- 1.5 A Seller shall only be liable in respect of any claim if and to the extent that such claim is admitted by that Seller or finally determined by arbitration.
- 1.6 No Seller shall be liable in respect of any claim or claims under any of the Warranties to the extent of the net present value of any Tax benefit arising to the Purchaser or the respective Target Group of the relevant Seller which is attributable to the matter giving rise to the claim. The timing and amount of the Tax benefit shall be determined by an independent firm of chartered accountants of international standing as the Sellers may agree or, failing agreement within five days, as appointed by the Chairman of the Netherlands Institute of Registered Accountants at the shared expense of the relevant Seller and the Purchaser.
- 1.7 Each provision of this Schedule 4 shall be read and construed without prejudice to each of the other provisions of this Schedule 4.

1.8 As regards the Tax Covenant, the provisions of this Schedule 4 shall operate to limit the liability of a Seller in so far as any provision in this Schedule 4 is expressed to be applicable to any claim pursuant to the Tax Covenant and the provisions of the Tax Covenant shall further operate to limit the liability of the Sellers in respect of any claim thereunder or (to the extent stated therein) any claim under the Tax Warranties.

1.9 The financial limitations contained in paragraphs 1.1, 1.3, and 1.4 above shall not apply in respect of any claim under the Fundamental Warranties.

2. **Time limits for bringing claims**

2.1 No claim shall be brought against a Seller in respect of any of the Warranties or under the Tax Covenant unless the Purchaser or the other Seller (as applicable) shall have given to such Seller written notice of such claim promptly and in any event:

(A) subject to sub-paragraph 2.1(B) of this Schedule 4, on or before the date falling 18 months after the Completion Date; or

(B) in respect of any claims under the Tax Warranties or the Tax Covenant, not later than the date falling three months after the expiry of the period specified by statute during which an assessment of that liability to Tax may be issued by the relevant Tax Authority or, if there is no such period, on or before the date falling three months after the sixth anniversary of the Completion Date.

3. **No liability for contingent or non-quantifiable claims**

If any breach of the Warranties (other than the Tax Warranties) arises by reason of some liability of the relevant Seller's Target Company, other relevant member of the Seller's Retained Group or the Purchaser which, at the time such breach or claim is notified to the Seller, is contingent only or otherwise not capable of being quantified, then the Seller shall not be under any obligation to make any payment in respect of such breach or claim unless and until such liability ceases to be contingent or becomes capable of being quantified.

4. **Third party claims and conduct of litigation**

4.1 Notification of potential claims

Without prejudice to the obligations of the Purchaser under paragraph 4.2 of this Schedule 4, if the Purchaser or one of the Sellers (as the case may be) becomes aware of any fact, matter or circumstance that is reasonably likely to give rise to a claim against any Seller or one of the Sellers (as the case may be) under any Share Purchase Document for breach of any Warranty, the Purchaser or the Seller (as relevant) shall as soon as reasonably practicable give a notice in writing to that Seller (with a copy to the other Seller) of such facts, matters or circumstances as are then available regarding the potential claim. Failure to give notice within such period shall not affect the rights of the Purchaser or the Seller (as the case may be) to make a relevant claim under any Share Purchase Document for breach of any Warranty, except that the failure shall be taken into account in determining the liability of the other Seller for such claim to the extent

that the notifying Seller establishes that the amount of it is increased, or is not reduced, as a result of such failure.

4.2 Notification of claims under this Agreement

Notices of claims under this Agreement for breach of any Warranty shall be given by the Purchaser to the relevant Seller (with copy to the other Seller) or by one Seller to the other Seller (as the case may be) within the time limits specified in paragraph 2 of this Schedule 4 and shall specify information (giving reasonable detail) in relation to the basis of the claim and setting out the Purchaser's or Seller's (as the case may be) estimate of the amount of losses which are, or are to be, the subject of the claim.

4.3 Commencement of Proceedings

Any claim notified pursuant to paragraph 4.2 of this Schedule 4 shall (if it has not been previously satisfied, settled or withdrawn) be deemed to be irrevocably withdrawn 9 months after the relevant time limit set out in paragraph 2 of this Schedule 4 unless, at the relevant time, legal proceedings in respect of the relevant claim have been commenced by being both issued and served except:

- (A) where the claim relates to a contingent liability, in which case it shall be deemed to have been withdrawn unless legal proceedings in respect of it have been commenced by being both issued and served with 9 months of it having become an actual liability; or
- (B) where the claim is a claim for breach of any Warranty of which notice is given for the purposes of paragraph 4.2 of this Schedule 4 at a time when the amount set out in paragraph 1.1 of this Schedule 4 has not been exceeded, in which case it shall be deemed to have been withdrawn unless legal proceedings in respect of it have been commenced by being both issued and served within 9 months of the date of any subsequent notification to that Seller pursuant to paragraph 4.2 of this Schedule 4 of one or more claims which result(s) in the total amount claimed in all claims notified to that Seller pursuant to paragraph 4.2 of this Schedule 4 exceeding the amount set out in paragraph 1.1 of this Schedule 4 for the first time.

4.4 Conduct of Third Party Claims

If the matter or circumstance that is reasonably likely to give rise to a claim against a Seller under any Share Purchase Document (excluding the Tax Covenant) for breach of any Warranty (other than a Tax Warranty) is a result of or in connection with a claim by a third party (a "**Third Party Claim**") then:

- (A) the Purchaser or other Seller shall as soon as reasonably practicable give written notice thereof to that relevant Seller (with copy to the other Seller);
- (B) the Sellers shall procure that the Purchaser shall provide such reasonable information and access during Working Hours to personnel, premises, books, records and documents (including in electronic form but excluding access to legally privileged information or which would result in a breach of applicable

law) to the relevant Seller or other member of the relevant Seller's Retained Group and their professional advisors as the relevant Seller may reasonably request;

- (C) subject to the relevant Seller indemnifying and holding harmless the Purchaser (or, as the case may be, the other Seller) against all reasonable costs and expenses (including legal and professional costs and expenses) that may be suffered or incurred thereby, the relevant Seller shall be entitled to take the sole conduct of such claims, actions or demands as the relevant Seller may deem appropriate in the name of the Purchaser, provided that the relevant Seller has consulted with the Purchaser prior to doing so, and in that connection the shall give or cause to be given to the relevant Seller all such assistance as it may reasonably require in avoiding, disputing, resisting, settling, compromising, defending or appealing any such claim, action or demand and shall instruct such solicitors or other professional advisers as that the relevant Seller or such other member of the relevant Seller's Retained Group may nominate to act on behalf of the Purchaser, as appropriate, but to act in accordance with the instructions of the relevant Seller or other member of the relevant Seller's Retained Group;
- (D) the Purchaser shall make no admission of liability, agreement, settlement or compromise with any third party in relation to any such claim, action or demand or adjudication without the prior written consent of the relevant Seller such consent not to be unreasonably withheld or delayed;
- (E) the relevant Seller shall be entitled at any stage and at its absolute discretion to settle any such third party assessment or claim and shall be under no obligation to notify or consult the Purchaser prior to doing so provided such settlement is without admission of any wrongdoing or liability and without prejudice to the limitations in this Schedule 4; and
- (F) any failure by the Purchaser to comply with the provisions of this paragraph 4.4 shall not prevent any claim by the Purchaser or extinguish any liability of the relevant Seller under the Warranty in question but may be taken into account in calculating any such liability of the relevant Seller to the extent that the relevant Seller establishes that such liability is increased or is not reduced by such failure.

5. **Mitigation**

Nothing in this Agreement restricts or limits the general obligation at law of each of the Purchaser and each Target Company to mitigate any loss or damage which it may suffer or incur as a consequence of any breach of Warranty.

6. **Recovery from Insurers and other Third Parties**

- 6.1 If, in respect of any matter which would give rise to a claim under the Warranties, any member of the Purchaser's Group or relevant Seller's Retained Group (as the case may be) is or may be entitled to claim under any policy of insurance in respect of any matter or event that is likely to give rise to a claim, then no such matter shall be the subject of a

claim under the Warranties unless and until the appropriate member of the Purchaser's Group or relevant Seller's Retained Group (as the case may be) shall have made a claim against its insurers and used reasonable endeavours to pursue such claim. If the Purchaser or any member of the Purchaser's Group shall recover any amount from such insurance claim, the amount of the claim against the Seller shall be reduced by the amount so recovered (less (i) all reasonable costs of recovery, (ii) any Tax thereon, and (iii) any directly related increase in the future premiums payable for such insurance).

- 6.2 Where any member of the Purchaser's Group or relevant Seller's Retained Group (as the case may be) is at any time entitled to recover from a third party (other than an insurer under an insurance policy referred to under paragraph 6.1) any sum in respect of any matter giving rise to a claim under the Warranties, the Purchaser or Seller shall, and shall procure that the relevant member of its Group or Retained Group (as the case may be) shall, take reasonable steps to enforce such recovery. If any member of the Purchaser's Group or relevant Seller's Retained Group (as the case may be) shall recover any amount from such other person, the amount of the claim against the relevant Seller shall be reduced by the amount so recovered (less (i) all reasonable costs of recovery and (ii) any Tax thereon).
- 6.3 If a Seller has paid an amount in discharge of any claim against that Seller under this Agreement for breach of any Warranty and subsequently any member of the Purchaser's Group or relevant Seller's Retained Group (as the case may be) recovers (whether by payment, discount, credit, relief, insurance or otherwise) from a third party a sum which indemnifies and holds harmless or compensates any member of the Purchaser's Group or relevant Seller's Retained Group (as the case may be) (in whole or in part) in respect of the loss or liability which is the subject matter of the claim, the Purchaser or the other Seller (as the case may be) shall pay to the relevant Seller as soon as practicable after receipt an amount equal to (i) the sum recovered from the third party less any costs and expenses incurred in obtaining such recovery and less any Tax payable on any amounts recovered (or Tax that would have been payable on such amounts but for the availability of any Tax relief), or if less (ii) the amount previously paid by such Seller to the Purchaser or other Seller.

7. **Matters provided for or taken into account in adjustments**

- 7.1 No matter shall be the subject of a claim under the Warranties (other than the Tax Warranties) to the extent that:
- (A) express allowance, provision or reserve in respect of such matter shall have been made in the Accounts; or
 - (B) a Completion Statement or any consequent adjustment to the Initial Vodafone Equalisation Consideration expressly provides for such matter.

8. **Purchaser's and other Seller's knowledge**

- 8.1 The knowledge or awareness of the Purchaser or any of its officers, employees, advisers or agents in respect of any fact, matter or circumstance that could form the basis of a claim under the Warranties shall not preclude the Purchaser from making a claim against Liberty Global for breach of the Warranties.

- 8.2 A Seller shall not be liable under the Warranties in relation to any matter where (a) the fact, matter or circumstance underlying such breach of Warranty; and (b) the existence of the breach of such Warranty are within the actual knowledge of the other Seller on or before the date of the Signing Protocol. For these purposes the awareness of each Seller shall be limited to the actual knowledge of the individuals listed in sub-clause 10.6.
9. **Claims only to be brought under relevant Warranties.**
- 9.1 The Purchaser acknowledges and agrees that the only Warranties given in relation to Taxation or any related claims, liabilities or other matters ("**Tax Matters**") are the Tax Warranties and no other Warranty is given in relation to Tax Matters.

Schedule 5
(Conduct of business before Completion)

The acts and matters for the purposes of sub-clause 5.1 are as follows:

- (A) dispose of any material part of its business and undertaking other than a disposal of any business asset where its value is less than €20,000,000;
- (B) acquire shares or (other than in the ordinary course) assets of or in any company or dispose of shares or (other than in the ordinary course) assets of or in any Subsidiary (in each case as applicable) where the value of the relevant shares or assets exceeds €20,000,000;
- (C) participate equity in any partnership or joint venture;
- (D) enter into, materially amend or terminate any Material Contract with any person or enter into any agreement on materially unusual, abnormal or onerous terms, other than amendments in the ordinary course made as part of the management of contracts for the supply and maintenance of equipment and the Target Group's Network and IT contracts;
- (E) make any capital commitment which, together with all other capital commitments entered into between the date of the Signing Protocol and Completion, exceeds the sum of €25,000,000 (in the case of Vodafone) or €50,000,000 (in the case of Liberty Global) in aggregate;
- (F) offer to engage any new employee or consultant at an annual salary or fee per employee or consultant (on the basis of full time employment or consultancy) in excess of €250,000 per annum, except to replace any outgoing employee with an incoming employee on substantially the same terms of employment or (in the case of Liberty Global) in connection with the change of employer or re-employment of an employee of either the UPC and Ziggo groups as part of the post-merger integration of those groups;
- (G) dismiss any Senior Employee, other than for cause or unless not to do so would, in the reasonable opinion of the Seller, damage the business of the Target Group;
- (H) make any material amendment, including increasing emoluments, to the terms of employment of any category of employees, save for (i) increases in emoluments made in accordance with the normal practice of the Retained Group or (ii) (in the case of Liberty Global) in connection with the harmonisation of employment terms between the UPC and Ziggo groups referred to in the Liberty Global Disclosure Letter;
- (I) alter, amend or vary (i) the accounting policies, (ii) the methods, policies, principles or practices of Tax accounting or (iii) the methods of reporting or

claiming income, losses or deductions for Tax purposes, of any member of the Target Group;

- (J) change its residence for Tax purposes or create any permanent establishment or other place of business in any other jurisdiction;
- (K) create, allot or issue or grant any option over or other right to subscribe or purchase, or redeem, buy back or reduce, any share capital or securities convertible into share capital (other than to another member of the Target Group);
- (L) enter into, materially amend or terminate any transaction with any member of the Retained Group other than on arm's length terms or in the ordinary course of business;
- (M) do or omit to do anything which would be reasonably likely to result in the termination, revocation, suspension, modification or non-renewal of any material licence or consent held by any member of the Target Group and issued or granted by a regulatory or governmental body which is responsible for the authorisation, regulation, licensing and/or supervision of any member of the Target Group;
- (N) grant any guarantee or indemnity for the obligations of any person (other than any member of the Target Group);
- (O) (i) refinance or materially amend the terms of any Financing Facilities relating to bonds in place at the date of the Signing Protocol, (ii) issue any new bonds, (iii) issue any financial indebtedness to any bank or financial institution at a price which is above nominal/par value, or (iv) factor any handset financing receivables;
- (P) make any loan (other than the granting of trade credit in the ordinary course of business in accordance with the relevant Target Group member's normal practice) to any person (other than between members of the Target Group or to members of the relevant Seller's Retained Group);
- (Q) pass any shareholders resolution (except for resolutions passed in respect of ordinary business at its annual general meeting) or alter in any material respect its articles of association or equivalent constitutional documents;
- (R) commence or settle any litigation or arbitration proceedings, where the amount claimed is likely to exceed €20,000,000 other than debt collection in the ordinary course of business;
- (S) enter into any material lease of any Relevant Property or accept the surrender of any material lease to which a Relevant Property is subject or enter into any material variation of the rent or other terms of any lease under which a Relevant Property is held or any material lease to which a Relevant Property is subject;

- (T) dispose of or grant any option, material rights over or other material restriction in respect of any Relevant Property;
- (U) enter into any agreement (conditional or otherwise) to do any of the foregoing.

Schedule 6
(Intentionally left blank)

Schedule 7
(Liberty Global Pre-Completion Reorganisation)

1. Unless otherwise agreed by each Seller in writing and identified as being for the purposes of this Schedule 7 (such agreement not to be unreasonably withheld or delayed), the Liberty Global Pre-Completion Reorganisation will comprise the fourth bullet of Step 1 and Steps 2 to 10 of the Liberty Global Steps Plan.

Schedule 8
(Vodafone Pre-Completion Reorganisation)

1. Unless otherwise agreed by each Seller in writing and identified as being for the purposes of this Schedule 8 (such agreement not to be unreasonably withheld or delayed), the Vodafone Pre-Completion Reorganisation will comprise the following steps:
 - 1.1 The obligations of Vodafone Libertel B.V. to Vodafone Europe B.V. under the loan agreement dated 26 March 2013 will be settled in full by repayment or capitalisation.
 - 1.2 The receivable owed by Vodafone to the Vodafone Target Company pursuant to the deposit made by Vodafone Target Company with Vodafone shall be settled in full in accordance with sub-clause 6.4.
 - 1.3 Vodafone (or Vodafone Europe B.V.) shall establish and settle on or prior to Completion any debt between the CIT Fiscal Unity headed by Vodafone Europe B.V. and the member(s) of the Vodafone Target Group pursuant to the informal tax sharing arrangements between those entities (treating such debt, for the purposes of this Agreement, as an "Inter-Company Payable" which is then settled on or prior to Completion in accordance with clause 6.5 of this Agreement) in anticipation of or resulting from (A) any Schedule 8 Revaluation Event arising as a result of the transactions included in paragraph 2.2 of this Schedule 8 and/or (B) any Revaluation Event (as defined in the Tax Covenant) arising on Completion by reference to the merger of Bell Company B.V. (formerly Vodafone Retail B.V.) into Vodafone Libertel B.V. in 2013).
2. If Vodafone so determines (in its sole discretion), the Vodafone Pre-Completion Reorganisation will also comprise the following additional steps:
 - 2.1 mITE Systems B.V. will be included in the current CIT Fiscal Unity headed by Vodafone Europe B.V..
 - 2.2 A transfer of assets between the members of the Vodafone Target Group included in the CIT Fiscal Unity headed by Vodafone Europe B.V. (for the avoidance of doubt, not including any transfer of assets to or from a person who is not a member of the Vodafone Target Group) and/or entering into an arrangement with the Dutch Tax Authority in respect of existing recapture periods, in each case which is reasonably expected by Vodafone to result in a step-up in basis of the assets of the Vodafone Target Group prior to or upon Completion. In order to facilitate this, Vodafone International Holdings B.V. may incorporate a new Dutch entity ("**VF Newco**") outside the existing CIT Fiscal Unity and, shortly before Completion, transfer the shares in Vodafone Libertel B.V. to VF Newco, in which case, Vodafone will procure that VF Newco transfers all of the issued share capital in Vodafone Libertel B.V. back to Vodafone International Holdings B.V. no later than one Business Day prior to Completion.
3. Vodafone will change the book year end date of the Vodafone Target Company and each member of the Vodafone Target Group from 31 March to 31 December.

For the purposes of this Schedule 8:

"Schedule 8 Revaluation Event" means the application of the rule laid down in Article 15ai of the Dutch Corporate Income Tax Act (*Wet op de vennootschapsbelasting 1969*) (as amended or replaced), resulting in either a higher book value of an asset or a lower book value of a liability of any CIT Fiscal Unity Company of the CIT Fiscal Unity with Vodafone Fiscal Unity Parent (as defined in the Tax Covenant) at the relevant Disruption Date (as defined in the Tax Covenant) for Dutch corporate income tax purposes

Schedule 9 (Derivatives)

Existing FX Derivatives and Existing Interest Rate Derivatives

LIBERTY GLOBAL PLC Notes to Consolidated Financial Statements — (Continued) December 31, 2015, 2014 and 2013

abc b.v.
Previous

Subsidiary / Final maturity date	Notional amount in millions	Interest rate due from counterparty	Interest rate due to counterparty
ABC B.V.:			
January 2022	€ 1,566.0	6 mo. EURIBOR	1.66%
January 2016	€ 689.0	1 mo. EURIBOR + 3.75%	6 mo. EURIBOR + 3.59%
January 2016 - January 2017	€ 689.0	1 mo. EURIBOR + 3.75%	6 mo. EURIBOR + 3.57%
January 2021	€ 500.0	6 mo. EURIBOR	2.61%
July 2016	€ 461.3	6 mo. EURIBOR	0.20%
July 2016 - January 2023	€ 290.0	6 mo. EURIBOR	2.84%
March 2021	€ 175.0	6 mo. EURIBOR	2.32%
July 2016 - January 2022	€ 171.3	6 mo. EURIBOR	3.44%

Subsidiary / Final maturity date	Notional amount due from counterparty	Notional amount due to counterparty	Interest rate due from counterparty	Interest rate due to counterparty
in millions				
Amsterdamse Beheer-en Consultingmaatschappij B.V. (ABC B.V.), a subsidiary of Ziggo Group Holding:				
January 2022	\$ 2,350.0	€ 1,819.0	6 mo. LIBOR + 2.75%	4.56%
January 2023	\$ 400.0	€ 339.0	5.88%	4.58%

Recapitalisation Derivatives

FX Derivatives: Cross-Currency Swaps

Subsidiary/ Final maturity <u>date</u>	Notional amount due <u>from</u> <u>counterparty</u>	Notional amount due to <u>counterparty</u>	Interest rate due from <u>counterparty</u>	Interest rate due to <u>counterparty</u>
	In millions	In millions		
Amsterdamse Beheer-en Consultingmaatschappij B.V (ABC B.V.)				
January 2025	\$4,325.0	€3,849.3	3.03%	2.23%

Interest Rate Derivatives: Interest Rate Swaps

Subsidiary/ Final maturity <u>date</u>	<u>Notional amount</u>	Interest rate due from <u>counterparty</u>	Interest rate due to <u>counterparty</u>
	In millions		
Amsterdamse Beheer-en Consultingmaatschappij B.V (ABC B.V.)			
January 2022	\$300.0	4.18%	6mo US Libor + 2.75%
			2.7500%

Interest Rate Derivatives: Basis Swaps

Subsidiary/ Final maturity <u>date</u>	<u>Notional amount</u>	Interest rate due from <u>counterparty</u>	Interest rate due to <u>counterparty</u>
	In millions		
Amsterdamse Beheer-en Consultingmaatschappij B.V (ABC B.V.)			
October 2017	\$940.0	1mo US Libor + 3.29%	6mo US Libor + 2.38%

Amend and Extend Derivatives

FX Derivatives: Cross-Currency Swaps

Subsidiary/ Final maturity <u>date</u>	Notional amount due <u>from counterparty</u> In millions	Notional amount due to <u>counterparty</u> In millions	Interest rate due from <u>counterparty</u>	Interest rate due to <u>counterparty</u>
Amsterdamse Beheer-en Consultingmaatschappij B.V (ABC B.V.)				
August 2024	\$1,000.0	€762.5	6mo US Libor + 3.0%	3.75%

Interest Rate Derivatives: Interest Rate Swaps

Subsidiary/ Final maturity <u>date</u>	<u>Notional amount</u> In millions	Interest rate due from <u>counterparty</u>	Interest rate due to <u>counterparty</u>
Amsterdamse Beheer-en Consultingmaatschappij B.V (ABC B.V.)			
August 2024	€399.0	6mo Euribor + 0.77%	0.60%
August 2024	€2,190.0	6mo Euribor	6.42%

Interest Rate Derivatives: Basis Swaps

Subsidiary/ Final maturity <u>date</u>	<u>Notional amount</u> In millions	Interest rate due from <u>counterparty</u>	Interest rate due to <u>counterparty</u>
Amsterdamse Beheer-en Consultingmaatschappij B.V (ABC B.V.)			
January 2017	€689.0	3.35%	1mo Euribor + 3.75%
October 2017	\$1,000.0	1mo US Libor + 3.54%	6mo US Libor + 2.51%

Schedule 10
(Post-Completion Financial Adjustments)

Part A: Preliminary

1. In preparing the Vodafone Completion Statement and the Liberty Global Completion Statement respectively:
 - 1.1 the items and amounts to be included in the calculation of Vodafone Net Debt, Vodafone Working Capital, Liberty Global Net Debt and Liberty Global Working Capital for the purposes of the relevant Completion Statement shall be identified by applying the relevant definition in clause 1 (Interpretation) (subject, where applicable, to the specific accounting treatments referred to in paragraph 1.2(A) of Part A and Part B of this Schedule 10);
 - 1.2 in applying each such definition and the provisions of paragraph 1.2(A) of Part A and Part B of this Schedule 10 and determining which items and amounts are to be included and calculated in the relevant Completion Statement, if and to the extent that the treatment or characterisation of the relevant item or amount or type or category of item or amount:
 - (A) is dealt with in the specific accounting treatments set out in:
 - (i)with respect to the Vodafone Completion Statement, in paragraphs 1 and 2 of Part B of this Schedule 10; or
 - (ii)with respect to the Liberty Global Completion Statement, in paragraphs 1 and 3 of Part B of this Schedule 10,
 - (the “**Specific Accounting Treatments**”), the relevant Specific Accounting Treatment(s) shall apply;
 - (B) is not dealt with in the Specific Accounting Treatments but is dealt with in the accounting principles, policies, treatments, practices and categorisations (including in relation to the exercise of accounting discretion and judgement) that were in fact adopted and applied in the preparation of the relevant Accounts (the “**Accounting Principles**”), the relevant Accounting Principles shall apply; and
 - (C) is not dealt with in either the Specific Accounting Treatments or the Accounting Principles, IFRS (in respect of Vodafone) or US GAAP (in respect of Liberty Global) shall apply, in each case, as at the Completion Date.

Part B: Specific Accounting Treatments

1. Specific Accounting Treatments applicable to each Completion Statement

- 1.1 In order to prepare the respective Completion Statements, a combined balance sheet ("**Completion Balance Sheet**") will be prepared for each Target Group as at 11:59 p.m. on the Completion Date. The Completion Statements will be prepared from the Completion Balance Sheets, subject to the requirements set out in Part A and Part B of this Schedule 10.
- 1.2 The respective Completion Statements and Completion Balance Sheets shall be prepared in Euro and, for the purposes of calculating Vodafone Net Debt, Vodafone Working Capital, Liberty Global Net Debt and Liberty Global Working Capital for any member of a Target Group, (unless otherwise specified in this Schedule 10) any amounts which are to be included in any such calculation which are expressed in a currency other than Euros shall be converted into Euros at the Exchange Rate as at the Completion Date.
- 1.3 In preparing the respective Completion Balance Sheets, assets and liabilities will be classified between the columns headed 'Cash', 'Debt', 'Working Capital' and 'Other' on a basis consistent with the classification of the equivalent line item in Part C of Schedule 11, subject to any other requirements set out in Part B of this Schedule 10.
- 1.4 The respective Completion Statements and Completion Balance Sheets shall be prepared as at 11.59 p.m. on the Completion Date, as if the Completion Date were the last day of a financial year and as if appropriate accounting procedures were performed in relation to the accounting records, including detailed analysis of prepayments and accruals, cut-off procedures and other year-end adjustments, but subject always to any specific requirements of the accounting principles and policies set out herein and the hierarchy set out in paragraph 1.2 of Part A of this Schedule 10. If the Completion Date does not fall upon the date of a normal accounting month end, items accounted for on a time apportioned basis will be calculated on a pro-rata basis.
- 1.5 The respective Completion Statements and Completion Balance Sheets shall be prepared on the basis that the relevant Target Group is a going concern and shall exclude the effect of change of ownership of the relevant Target Group or the post Completion intentions of the Purchaser (including any post Completion reorganisations).
- 1.6 In preparing the respective Completion Statements and Completion Balance Sheets no minimum materiality limits shall be applied.
- 1.7 There shall be no double counting of items in the respective Completion Statements and no amount will be included more than once in the calculation of the Vodafone Net Debt, Vodafone Working Capital, Liberty Global Net Debt and Liberty Global Working Capital.
- 1.8 The respective Completion Statements and Completion Balance Sheets shall take into account information that provides evidence of conditions that existed at the Completion Date (adjusting events) but shall not take account of information or events that are indicative of conditions that arose after the Completion Date (non-adjusting events).

Adjusting events will be taken into account up to the date of delivery of the respective Completion Statements in accordance with paragraph 1.2 of Part C of this Schedule 10.

- 1.9 In preparing the respective Completion Statements and Completion Balance Sheets, the Completion Date shall be treated as the end of a Tax accounting period (i.e. the corporate income tax liability included in the respective Completion Statements shall be based upon a full tax computation calculated as if the Completion Date was the end of an accounting period for tax purposes).
- 1.10 The following items shall be included as "Other" in the Completion Balance Sheets and excluded from Vodafone Debt, Liberty Global Debt, Vodafone Working Capital and Liberty Global Working Capital:
- (A) Asset retirement obligation provisions;
 - (B) Onerous contract liabilities of the Liberty Global Target Group relating to the sale of Film 1 by Liberty Global to Sony;
 - (C) Long term personnel related liabilities including any record of, or provision or accrual for, any liability of any member of a Target Group in respect of pension, retirement indemnity or other post-retirement benefits;
 - (D) Future earn out/deferred consideration payments for Nexxt Group and mITE;
 - (E) Receivables relating to Intrum Justitia Nederland that are subject to the arrangements in clause 14;
 - (F) Deferred tax balances, including (i) any amount in respect of deferred tax assets and deferred tax liabilities, and (ii) any other asset attributable to Reliefs that would not have arisen to the Purchaser or a Target Company but for the application of the rule in Article 15ai of the Dutch Corporate Income Tax Act (Wet op de vennootschapsbelasting 1969) (as amended or replaced) as a result of the transactions contemplated by this Agreement; and
 - (G) Prepayments or other assets relating to inter-group services provided by the respective Sellers' Retained Groups.
- 1.11 The Completion Statements and Completion Balance Sheets shall exclude any obligations, liabilities or assets relating to share based compensation.
- 1.12 Payables or accruals in relation to any Costs and Expenses (as defined in each of the Recapitalisation Side Letter and the Amend and Extend Financing Side Letter, and including the discount fees in respect of the Amend and Extend Financing of \$5,000,000 and €12,946,049.62) shall be included as "Other" in the Completion Balance Sheets and excluded from Vodafone Debt, Liberty Global Debt, Vodafone Working Capital and Liberty Global Working Capital. Liberty Global Net Debt shall be increased (made less negative) by an amount equal to any Costs and Expenses (as defined in each of the Recapitalisation Side Letter and the Amend and Extend Financing Side Letter, and including the discount fees in respect of the Amend and Extend Financing of \$5,000,000 and €12,946,049.62) paid by the Liberty Global Retained Group or the Liberty Global

Target Group prior to Completion, together with (without double counting) any such Costs and Expenses that are paid or validly accrued after Completion but prior to the Completion Statements Date by the Liberty Global Retained Group (and for these purposes any such Costs and Expenses shall be deemed for the purposes of paragraph 1.8 of Part B of Schedule 10 to be an adjusting event that existed at the Completion Date). The parties acknowledge that to the extent Costs and Expenses are included in 'Other' or added to Liberty Global Net Debt as described above this treatment shall satisfy the Vodafone Guarantor's obligation under paragraph 1(a) of each of the Recapitalisation Side Letter and the Amend and Extend Financing Side Letter to reimburse an amount equal to 50% of those Costs and Expenses. Vodafone Net Debt shall be increased (made less negative) by an amount equal to any Costs and Expenses (as defined in each of the Recapitalisation Side Letter and the Amend and Extend Financing Side Letter but as incurred by the Vodafone Target Group or the Vodafone Retained Group) paid by the Vodafone Target Group or the Vodafone Retained Group prior to Completion, together with (without double counting) any such Costs and Expenses that are paid or validly accrued after Completion but prior to the Completion Statements Date by Vodafone's Retained Group (and for these purposes any such Costs and Expenses shall be deemed for the purposes of paragraph 1.8 of Part B of Schedule 10 to be an adjusting event that existed at the Completion Date). The treatments set out above in relation to Costs and Expenses for the purposes of Vodafone Debt, Liberty Global Debt, Vodafone Working Capital and Liberty Global Working Capital shall not apply in respect of any amounts that have been recharged by Vodafone's Retained Group to the Liberty Global Retained Group or by the Liberty Global Retained Group to Vodafone's Retained Group prior to Completion.

- 1.13 Payables and accruals in relation to the Agreed Shared Integration Costs and any receivables and payables relating to the recharge by the Liberty Global Target Group to Vodafone Target Group or vice-versa of such Agreed Shared Integration Costs shall be included as "Other" in the Completion Balance Sheets and excluded from Vodafone Debt, Liberty Global Debt, Vodafone Working Capital and Liberty Global Working Capital.

Vodafone Net Debt shall be increased (made less negative) by an amount equal to any Agreed Shared Integration Costs paid by the Vodafone Target Group or the Vodafone Retained Group prior to Completion together with (without double counting) any such Agreed Shared Integration Costs that are paid or validly accrued after Completion by the Vodafone Retained Group before the Completion Statements Date (and for these purposes any such Agreed Shared Integration Costs shall be deemed for the purposes of paragraph 1.8 of Part B of Schedule 10 to be an adjusting event that existed at the Completion Date) except where the Vodafone Target Group has been reimbursed by the Liberty Global Target Group for 50% of such Agreed Shared Integration Costs before the Completion Date, in which case no adjustment shall be made to Vodafone Net Debt in respect of such Agreed Shared Integration Costs. Liberty Global Net Debt shall be increased (made less negative) by an amount equal to any Agreed Shared Integration Costs paid by the Liberty Global Target Group or the Liberty Global Retained Group prior to Completion together with (without double counting) any such Agreed Shared Integration Costs that are paid or validly accrued after Completion by the Liberty Global Retained Group prior to the Completion Statements Date (and for these purposes any such Agreed Shared Integration Costs shall be deemed for the purposes of paragraph 1.8 of Part B of Schedule 10 to be an adjusting event that existed at the Completion

Date) except where the Liberty Global Target Group has been reimbursed by the Vodafone Target Group for 50% of such Agreed Shared Integration Costs before the Completion Date, in which case no adjustment shall be made to Liberty Global Net Debt in respect of such Agreed Shared Integration Costs.

To the extent that at Completion either the Vodafone Target Group or the Liberty Global Target Group has been reimbursed by the other Target Group in respect of the recharge of 50% of Agreed Shared Integration Costs but has not fully settled the liability to which the recharge relates, then the Vodafone Net Debt and the Liberty Global Net Debt will be adjusted to exclude the impact of the settlement of the recharge. For the avoidance of doubt, no Agreed Shared Integration Costs incurred by the Target Companies will be recharged to the Retained Groups prior to Completion.

- 1.14 Interest payable on the Recapitalisation Issuances and interest receivable on the proceeds of the Recapitalisation Issuances, shall be classified as "Other" and excluded from Liberty Global Net Debt and Liberty Global Working Capital. Liberty Global Net Debt shall be increased (made less negative) or decreased (made more negative) by an amount equal to any such interest paid or received by the Liberty Global Retained Group or the Liberty Global Target Group prior to Completion.

2. **Specific Accounting Treatments applicable to the Vodafone Completion Statement**

- 2.1 The Vodafone Completion Statement shall be prepared so that the following items shall be included in the Vodafone Completion Statement and Completion Balance Sheet as Vodafone Debt:

- (A) Provisions for legal claims, including the provision relating to the claim made by Intrum Justitia Nederland;
- (B) Restructuring provisions, including any related onerous lease provisions, other than the costs of redundancies of employees of the Vodafone Target Group in connection with the formation of the joint venture pursuant to this Agreement, which will be classified as 'Other' and excluded from Vodafone Debt and Vodafone Working Capital;
- (C) Cash collateralised bank guarantees;
- (D) The liability in respect of home copy storage commissions relating to handheld devices sold ('Thuis kopieheffing' cash);
- (E) Unpaid declared dividends (accrued or otherwise);
- (F) Unpaid costs incurred relating to the transactions contemplated by this Agreement to be borne by the relevant Seller;
- (G) Transaction bonuses payable as a result of the transactions contemplated by this Agreement;

(H) Assets and liabilities in respect of corporate income tax (other than deferred tax assets or deferred tax liabilities or other amounts classified as “Other” under paragraph 1.10(F) of this Part B or paragraph 2.2 of this Part B); and

(I) Liabilities for capital lease obligations.

- 2.2 The following item shall be included in the Vodafone Completion Statement and Completion Balance Sheet as “Other” and excluded from Vodafone Debt and Vodafone Working Capital: any amount in respect of corporate income tax attributable to the activities of a Vodafone Target Company that, prior to Completion, is a member of the Vodafone Fiscal Unity (as defined in the Tax Covenant) to the extent that such amount is, in accordance with the relevant Accounting Principles, treated as an addition to the equity of that Vodafone Target Company (for example, as additional paid in capital) by virtue of such amount being borne by a person other than that Vodafone Target Company.
- 2.3 In relation to the Thuis Disposal (the adjustments described below in sub-paragraphs (A) to (D) being collectively the “**Thuis Adjustments**”):
- (A) Vodafone Net Debt shall be decreased (made more negative) by an amount equal to the Base Purchase Price of €5.0 million (as defined in the Thuis SPA);
 - (B) Vodafone Net Debt and Vodafone Working Capital shall exclude any receivables in respect of deferred consideration payable to the Vodafone Target Group under the Thuis SPA;
 - (C) Vodafone Net Debt shall be increased (made less negative) by an amount equal to the reasonably and properly incurred third party costs and expenses relating to the Thuis Disposal (including the fees of NautaDutilh N.V. and Ernst & Young LLP but excluding any other costs and expenses relating to financial advisory or corporate finance advisory services) paid or validly accrued prior to Completion by the Vodafone Target Group, Project Jaguar B.V. or the Vodafone Retained Group, together with (without double counting) any such costs and expenses that are paid or validly accrued after Completion by the Vodafone Retained Group prior to the Completion Statements Date (and for these purposes any such costs and expenses shall be deemed for the purposes of paragraph 1.8 of Part B of Schedule 10 to be an adjusting event that existed at the Completion Date); and
 - (D) Vodafone Net Debt shall be increased (made less negative) by an amount equal to the retention and appreciation bonuses paid or validly accrued prior to Completion by any member of the Vodafone Target Group, Project Jaguar B.V. or any member of the Vodafone Retained Group relating to the Thuis Disposal, subject to a maximum amount of €178,443.
- 2.4 Subject to paragraph 2.3 above, Vodafone Net Debt and Vodafone Working Capital shall not include any amount payable or receivable by the Vodafone Target Company under the Thuis SPA, including any payable or receivable by the Vodafone Target Company under clause 3.6 (Payment of the adjustment amount after closing) of the

Thuis SPA, whether the amount is a receivable or payable for Vodafone Target Company.

3. **Specific Accounting Treatments applicable to the Liberty Global Completion Statement**

3.1 The Liberty Global Completion Statement shall be prepared so that the following items shall be included in the Liberty Global Completion Statement and Completion Balance Sheet as Liberty Global Debt:

- (A) Provisions for legal claims, including the provision relating to the claims made by LIRA and VEVAM;
- (B) Restructuring provisions (which for the avoidance of doubt will exclude any provision relating to the former CEO's tax status) will be calculated in accordance with the Accounting Principles. The restructuring provisions at Completion shall be reduced by an amount equal to €27 million less "Spend" (where "Spend" is the value of any restructuring costs paid out between the date of the Signing Protocol and Completion up to a maximum of €27 million). The restructuring provisions shall never be less than zero; however, the costs of redundancies of employees of the Liberty Global Target Group in connection with the formation of the joint venture pursuant to this Agreement will be classified as 'Other' and excluded from Liberty Global Debt and Liberty Global Working Capital;
- (C) Cash collateralised bank guarantees;
- (D) Liabilities for capital lease obligations, including in relation to the Kabelweg and Helmond capital leases which are sale and leaseback transactions and the lease obligation relating to the Cisco capital lease for network related equipment;
- (E) Liabilities in relation to "Crisis Tax" at Completion to the extent the cost will be borne by the Liberty Global Target Group;
- (F) Liabilities in relation to the former CEO's tax status at Completion to the extent the cost will be borne by the Liberty Global Target Group;
- (G) Unpaid declared dividends (accrued or otherwise);
- (H) Unpaid costs incurred relating to the transactions contemplated by this Agreement to be borne by the relevant Seller;
- (I) Transaction bonuses payable as a result of the transactions contemplated by this Agreement;
- (J) Assets and liabilities in respect of corporate income tax (other than deferred tax assets or deferred tax liabilities or other amounts classified as "Other" under paragraph 1.10(E) of this Part B or paragraph 3.2(B) of this Part B);

- (K) Liabilities under the HBO Settlement Agreement, including any outstanding liability relating to (i) the payment of €37.5 million in connection with the settlement of the HBO put option and (ii) the payment of €18.15 million relating to operational and dissolution costs, save to the extent such liabilities are subject to the indemnity set out in paragraphs 2 to 4 of the HBO Settlement Agreement in which case they shall be included as “Other” in accordance with paragraph 3.2 (C) of this Part B and excluded from Liberty Global Debt and Liberty Global Working Capital; and
 - (L) A fixed amount of €5.3 million (relating to the migration off certain existing routers).
- 3.2 The following items shall be included in the Liberty Global Completion Statement and Completion Balance Sheet as “Other” and excluded from Liberty Global Net Debt and Liberty Global Working Capital:
- (A) The Weena and Ziggo lease liabilities;
 - (B) Any amount in respect of corporate income tax attributable to the activities of a Liberty Global Target Company that, prior to Completion, is a member of the Liberty Global Fiscal Unity (as defined in the Tax Covenant) to the extent such amount is, in accordance with the relevant Accounting Principles, treated as an addition to equity of that Liberty Global Target Company (for example, as additional paid in capital) by virtue of such amount being borne by a person other than that Liberty Global Target Company;
 - (C) Subject to paragraph 3.1(K) above, any amount other than trading balances in relation to HBO JV, including but not limited to the investment, provision against the investment in the HBO JV, loans to the HBO JV, loans from the HBO JV, provision against loans to the HBO JV, prepayments of any operational or dissolution costs and any liabilities subject to the indemnity set out in paragraphs 2 to 4 of the HBO Settlement Agreement; and
 - (D) Subject to paragraph 1.14 above, the Recapitalisation Issuances, including, for the avoidance of doubt, any cash relating to the Recapitalisation Issuances recognised as an asset on the balance sheet of a Liberty Global Target Company (whether or not such cash is held in a third party escrow account).
- 3.3 When determining the value to be included in the Liberty Global Completion Statement and Completion Balance Sheet in respect of Liberty Global Debt, the following principles shall apply:
- (A) **Liberty Global Debt**
- Subject to the remainder of this paragraph 3.3 of Part B of this Schedule 10, Liberty Global Debt (other than Liberty Global Debt listed in paragraph 3.1 of Part B of this Schedule 10 and the Liberty Global Capex Shortfall) shall be recorded in the Liberty Global Completion Statement at nominal value (denominated in Euros) provided that where such Liberty Global Debt is not denominated in Euros and:

(i) the Financing Facility in respect of such Liberty Global Debt does not have a related FX Derivative, the Liberty Global Debt shall be converted into Euros using the Exchange Rate at Completion; or

(ii) the Financing Facility in respect of such Liberty Global Debt does have a related FX Derivative, the Liberty Global Debt shall be converted into Euros based on the exchange rate fixed by the related FX Derivative except where the related FX Derivative has been amended and extended in connection with the Amend and Extend Financing in which case the exchange rate applied shall be that in the relevant Existing FX Derivative.

(B) Accrued and unpaid interest

Accrued and unpaid interest in respect of Liberty Global Debt (other than Liberty Global Debt listed in paragraph 3.1 of Part B of this Schedule 10 and the Liberty Global Capex Shortfall) shall be calculated as follows:

(i) where the Financing Facility in respect of Liberty Global Debt does not have a related FX Derivative or Interest Rate Derivative and:

(a) the Liberty Global Debt is denominated in Euros, the accrued and unpaid interest shall be such interest as shall be payable pursuant to the Financing Facility for the period from (but excluding) the date on which the last interest payment was made to (and including) Completion; or

(b) the Liberty Global Debt is not denominated in Euros, the accrued and unpaid interest shall be such interest as shall be payable pursuant to the Financing Facility for the period from (but excluding) the date on which the last interest payment was made to (and including) Completion converted into Euros based on the Exchange Rate at Completion; or

(ii) where the Financing Facility in respect of Liberty Global Debt has a related Interest Rate Derivative, the accrued and unpaid interest shall be the aggregate of:

(a) the net accrued interest payable by the Liberty Global Target Group pursuant to the fixed and floating legs of the related Interest Rate Derivative for the period from (but excluding) the date on which the last interest payment was made or received (as the case may be) to (and including) Completion; and

(b) the accrued interest on the Liberty Global Debt for the period from (but excluding) the date on which the last interest payment was made to (and including) Completion; or

(iii) where the Financing Facility in respect of Liberty Global Debt has a related FX Derivative, the accrued and unpaid interest shall be the aggregate of:

(a) the net accrued interest payable by the Liberty Global Target Group pursuant to the fixed and floating legs of the related FX Derivative for the period from (but excluding) the date on which the last interest payment was made or received (as the case may be) to (and including) Completion, provided that the accrued interest on the non-Euro denominated leg of the swap shall be converted into Euros based on the Exchange Rate at Completion; and

(b) the accrued interest on the Liberty Global Debt for the period from (but excluding) the date on which the last interest payment was made to (and including) Completion, provided that the accrued interest shall be converted into Euros based on the Exchange Rate at Completion.

(C) **Existing Interest Rate Derivatives, Existing FX Derivatives Recapitalisation Derivatives and Amend and Extend Derivatives**

(i) The Existing Interest Rate Derivatives and the FX Interest Rate Portion shall not be included in the Liberty Global Completion Statement at market value but instead shall be included at EUR (441 million) in the Liberty Global Completion Statement.

(ii) The Recapitalisation Derivatives and the Amend and Extend Derivatives shall not be included (whether at market value or as any asset or liability of whatever value) in the Liberty Global Completion Statement.

(D) **New Derivatives**

Derivatives (other than Existing Interest Rate Derivatives, Existing FX Derivatives, Recapitalisation Derivatives or Amend and Extend Derivatives) entered into by a member of the Liberty Global Target Group shall be recorded in the Liberty Global Completion Statement at market value where:

(i) if the Derivative is an Interest Rate Derivative which relates to a Financing Facility in respect of Liberty Global Debt, the market value shall be the value of the Interest Rate Derivative calculated using the discount rates derived from mid swap rates based on the EONIA swap rate curve at Completion less any and all net accrued interest calculated in accordance with paragraph 3.3(B)(ii)(a) above; or

(ii) if the Derivative is an FX Derivative which relates to a Financing Facility in respect of Liberty Global Debt, the market value shall be calculated with reference to the Exchange Rate at Completion and the market value of the receive and pay legs of the FX Derivative such that:

(a) for the Euro interest rate leg of the FX Derivative, the market value shall be calculated using the discount rates derived from mid swap rates based on the EONIA swap rate curve at Completion, and

(b) for the non-Euro interest rate leg of the FX Derivative, the market value shall be calculated using the discount rates derived from mid swap rates based on a market standard swap rate curve at Completion applicable to the relevant currency at Completion,

less:

(1) any and all net accrued interest calculated in accordance with paragraph 3.3(B)(iii)(a) above; and

(2) the movement in FX spot rates calculated as the Euro difference between: (a) the non-Euro denominated Liberty Global Debt to which the FX Derivative relates converted into Euros using an exchange rate fixed by the related FX Derivative; and (b) the non-Euro denominated Liberty Global Debt to which the FX Derivative relates converted into Euros using the Exchange Rate at Completion.

Liberty Global and Vodafone agree that, in the event of any dispute as to the market standard swap curve applicable for the purposes of paragraph 3.3(D)(ii)(b) above, then, on the application of either party, the matter may be referred for determination by Goldman Sachs, in its capacity as a leading swap dealer. The market standard swap curve identified by Goldman Sachs for the purposes of paragraph 3.3(D)(ii)(b) shall be final and binding on the parties and shall not be subject to determination by the Firm pursuant to paragraph 5 of Part C of this Schedule 10.

- 3.4 Liberty Global Working Capital will include the TS Technology Fee VAT Amount of €152,040,000 in full (and, for the avoidance of doubt, to the extent that any of the TS Technology Fee VAT Amount is not refunded or credited post-Completion, sub-clauses 5.12 to 5.17 shall apply).

Part C: Completion Statement

1. After Completion:
 - 1.1 Vodafone shall prepare a draft statement (the “**Vodafone Completion Statement**”) showing the Vodafone Net Debt and Vodafone Working Capital of the Vodafone Target Group; and
 - 1.2 Liberty Global shall prepare a draft statement (the “**Liberty Global Completion Statement**”, together with the Vodafone Completion Statement being the “**Completion Statements**”) showing the Liberty Global Net Debt and Liberty Global Working Capital of the Liberty Global Target Group, and such Completion Statements shall be in the forms set out in Part B of Schedule 11 and incorporate separate statements in the form set out in Part C of Schedule 11 showing the calculation of the Working Capital and Net Debt of the relevant Target Group. The Sellers shall deliver their draft Completion Statements to each other within 60 days after Completion (the “**Completion Statements Date**”).
2. Each Seller shall notify the other in writing (a “**Completion Statement Notice**”) within 45 days after receipt of the other Seller's draft Completion Statement whether or not it accepts the other Seller's draft Completion Statement for the purposes of this Agreement. If a Seller (the “**Rejecting Party**”) does not accept the other Seller's (the “**Preparing Party**”) draft Completion Statement, the Completion Statement Notice shall set out in detail the Rejecting Party's reasons for such non-acceptance and specify the adjustments which the Rejecting Party proposes should be made to the Preparing Party's draft Completion Statement in order for it to comply with the requirements of this Agreement. Except for the matters specifically set out in the Completion Statement Notice, the Rejecting Party shall be deemed to have agreed the Preparing Party's draft Completion Statement in full.
3. If the Rejecting Party serves a Completion Statement Notice in accordance with paragraph 2 above, stating in the Completion Statement Notice that the Rejecting Party does not accept the Completion Statement, the Preparing Party and the Rejecting Party shall use all reasonable endeavours to meet and discuss the objections of the Rejecting Party and to agree the adjustments (if any) required to be made to the Preparing Party's draft Completion Statement, in each case within 30 days after receipt by the Preparing Party of the Completion Statement Notice.
4. If the Rejecting Party is satisfied with the draft Completion Statement (either as originally submitted or after adjustments agreed between the Preparing Party and the Rejecting Party pursuant to paragraph 3) or if the Rejecting Party fails to give a valid Completion Statement Notice within the 30 day period referred to in paragraph 3, then the draft Completion Statement (incorporating any agreed adjustments) shall constitute the Completion Statement for the purposes of this Agreement.
5. If the Preparing Party and the Rejecting Party do not reach agreement within 30 days after receipt by the Preparing Party of the Completion Statement Notice, then the matters in dispute may be referred (on the application of either the Preparing Party or the Rejecting Party) for determination by an independent firm of chartered accountants of international standing as the Preparing Party and the Rejecting Party shall agree or,

failing agreement within five days of the expiry of the 30 day period specified above, by such firm as shall be appointed by the Chairman of the Netherlands Institute of Registered Accountants (the "**Firm**"). The Firm shall be requested to make its decision within 30 days (or such later date as the Preparing Party, the Rejecting Party and the Firm agree in writing) of confirmation and acknowledgement by the Firm of its appointment. The following provisions shall apply once the Firm has been appointed:

- 5.1 the Preparing Party and Rejecting Party shall each prepare a written statement within 10 days after the Firm's appointment on the matters in dispute which (together with the relevant supporting documents) shall be submitted to the Firm for determination and copied at the same time to the other;
- 5.2 following delivery of their respective submissions, the Rejecting Party and the Preparing Party shall each have the opportunity to comment once only on the other's submission by written comment delivered to the Firm not later than 10 days after receipt of the other's submission and, thereafter, neither the Preparing Party nor the Rejecting Party shall be entitled to make further statements or submissions except insofar as the Firm so requests (in which case it shall, on each occasion, give the other party (unless otherwise directed) 10 days to respond to any statements or submission so made);
- 5.3 in giving its determination, the Firm shall state what adjustments (if any) are necessary, solely for the purposes of this Agreement, to the draft Completion Statement in respect of the matters in dispute in order to comply with the requirements of this Agreement and to determine finally the Completion Statement; and
- 5.4 the Firm shall act as an expert (and not as an arbitrator) in making its determination which shall, in the absence of manifest error, be final and binding on the parties and, without prejudice to any other rights which they may respectively have under this Agreement, the parties expressly waive, to the extent permitted by law, any rights of recourse they may otherwise have to challenge it.
6. The Sellers shall each be responsible for their own costs in connection with the preparation, review and agreement or determination of the draft Completion Statements. The fees and expenses of the Firm shall be borne equally between the Sellers or in such other proportions as the Firm shall determine.
7. To enable the Sellers to each meet their obligations under this Schedule 10, the Purchaser shall provide to each Seller and its respective accountants full access to the accounting, financial, Tax or other Books and Records, employees and premises of the members of the Target Groups, as applicable, and, where relevant, of the Purchaser for the period from Completion to the date that the draft Completion Statement is agreed or determined. The Purchaser shall co-operate fully with the Sellers and shall permit the Sellers and/or their respective representatives to take copies (including electronic copies) of the relevant Books and Records and shall provide all assistance reasonably requested by the Sellers to facilitate the preparation of the Completion Statements.
8. If a Rejecting Party serves a Completion Statement Notice stating that it does not accept the Preparing Party's Completion Statement, it shall ensure that the Preparing Party and the Preparing Party's nominated representatives shall be given reasonable access to the Rejecting Party's and the Rejecting Party's accountants' working papers

relating to the adjustments proposed in the Completion Statement Notice and any other submissions by or on behalf of the Rejecting Party in relation to the Preparing Party's Completion Statement. When the Completion Statements have been agreed or determined in accordance with the preceding paragraphs, then the amounts shown in the Completion Statements as the Net Debt and Working Capital for the relevant Target Group shall be final and binding for the purposes of this Agreement.

Part D: Financial Adjustments

1. When both Completion Statements have been finally agreed or determined in accordance with this Schedule 10, the following adjustments shall be made to the Estimated Vodafone Equalisation Consideration. Whichever of the Sellers is then left with any payment obligation under this Part D shall make the applicable payment(s) within 5 Business Days after the date on which the Completion Statements are agreed or determined.
2. In relation to Net Debt:
 - 2.1 if the Vodafone Net Debt set out in the Vodafone Completion Statement is greater than the Estimated Vodafone Net Debt, then the Estimated Vodafone Equalisation Consideration shall be reduced by an amount equal to 50% of such difference;
 - 2.2 if the Liberty Global Net Debt set out in the Liberty Global Completion Statement is less than the Estimated Liberty Global Net Debt, then the Estimated Vodafone Equalisation Consideration shall be reduced by an amount equal to 50% of such difference;
 - 2.3 if the Vodafone Net Debt set out in the Vodafone Completion Statement is less than the Estimated Vodafone Net Debt, then the Estimated Vodafone Equalisation Consideration shall be increased by an amount equal to 50% of such difference; and
 - 2.4 if the Liberty Global Net Debt set out in the Liberty Global Completion Statement is greater than the Estimated Liberty Global Net Debt, then the Estimated Vodafone Equalisation Consideration shall be increased by an amount equal to 50% of such difference.
3. In relation to Working Capital:
 - 3.1 if the Vodafone Working Capital set out in the Vodafone Completion Statement is greater than the Estimated Vodafone Working Capital, then the Estimated Vodafone Equalisation Consideration shall be reduced by an amount equal to 50% of such difference;
 - 3.2 if the Liberty Global Working Capital set out in the Liberty Global Completion Statement is less than the Estimated Liberty Global Working Capital, then the Estimated Vodafone Equalisation Consideration shall be reduced by an amount equal to 50% of such difference;
 - 3.3 if the Vodafone Working Capital set out in the Vodafone Completion Statement is less than the Estimated Vodafone Working Capital, then the Estimated Vodafone Equalisation Consideration shall be increased by an amount equal to 50% of such difference; and
 - 3.4 if the Liberty Global Working Capital set out in the Liberty Global Completion Statement is greater than the Estimated Liberty Global Working Capital, then the Estimated Vodafone Equalisation Consideration shall be increased by an amount equal to 50% of such difference.

4. Following the application of all adjustments set out in paragraphs 2 and 3 above, the following payments shall be made by Liberty Global or Vodafone (as applicable) in cash within 5 Business Days after the Completion Statements have been finally agreed or determined in accordance with this Schedule 10:
 - 4.1 if the application of all adjustments set out in paragraphs 2 and 3 above results in a net increase to the Estimated Vodafone Equalisation Consideration, Vodafone shall pay the amount of such increase (expressed as a positive number) to Liberty Global; or
 - 4.2 if the application of all adjustments set out in paragraphs 2 and 3 above results in a net decrease to the Estimated Vodafone Equalisation Consideration, Liberty Global shall pay the amount of such decrease (expressed as a positive number) to Vodafone.

General

5. Any amount payable pursuant to any of paragraphs 2 to 5 inclusive of this Part D shall be increased by an amount equivalent to interest on such amount at Default Interest for the period from (but excluding) the Completion Date to (and including) the due date for payment of such amount, calculated on a daily basis.

Schedule 11
(Financial Adjustments: Amounts)

Part A: Amounts for Target Net Debt and Target Working Capital

Vodafone

Target Vodafone Net Debt = EUR 0

Target Vodafone Working capital = EUR (98,900,000)

Liberty Global

Target Liberty Global Net Debt = EUR (7,259,000,000)

Target Liberty Global Working Capital = EUR (430,100,000)

Part B: Completion Statement Format**Vodafone**

Vodafone Net Debt	€[•]
Vodafone Working Capital	€[•]

Liberty Global

Liberty Global Net Debt	€[•]
Liberty Global Working Capital	€[•]

Part C: Reference Balance Sheet**Vodafone**

The reference balance sheet for Vodafone shall be as set out in document 19.03 of the Liberty Global Data Room in the tab “Lion Reference Balance Sheet”.

Liberty Global

The reference balance sheet for Liberty Global shall be as set out in document 19.03 of the Liberty Global Data Room in the tab “Lion Reference Balance Sheet”.

Part D: Amounts for Target Capex Spend**Vodafone**

The Target Capex Spend for Vodafone shall be as set out in document 19.02 of the Liberty Global Data Room as at the Completion Date, adjusted to deduct an amount equal to €9,700,000 (such that, assuming the Completion Date is 31 December 2016, the Vodafone Target Capex Spend equals €259,300,000).

Liberty Global

The Target Capex Spend for Liberty Global shall be as set out in document 19.01 of the Liberty Global Data Room as at the Completion Date, adjusted to deduct an amount equal to €14,500,000 (such that, assuming the Completion Date is 31 December 2016, the Liberty Global Target Capex Spend equals €309,800,000).

Part E: Form of Quarterly Updates**Vodafone Quarterly Updates**

Vodafone Net Debt	€[●]
Vodafone Working Capital	€[●]

Liberty Global Quarterly Updates

Liberty Global Net Debt	€[●]
Liberty Global Working Capital	€[●]

Signatures

.....

Name:

For and on behalf of **Liberty Global Europe Holding B.V.**

.....

Name:

For and on behalf of **Liberty Global plc**

.....

Name:

For and on behalf of **Vodafone International Holdings B.V.**

.....

Name:

For and on behalf of **Vodafone Group Plc**

.....

Name:

For and on behalf of **Lynx Global Europe II B.V.**

Attachment 1
Part A
(Basic information about the Target Companies)

Vodafone Target Company

1. Registered number : 14052264
2. Date of incorporation : 29 November 1991
3. Corporate seat : Maastricht
4. Address of registered office : Avenue Ceramique 300, 6221 KX Maastricht, the Netherlands
5. Class of company : Private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*)
6. Authorised share capital (if any) : EUR 468,750,000
7. Issued share capital : EUR 93,750,000.60

8. Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Robert Andrew Shuter	Avenue Ceramique 300, 6221 KX Maastricht, the Netherlands	South African
Barbara Jongerden	Avenue Ceramique 300, 6221 KX Maastricht, the Netherlands	Dutch
Carmen Maria Velthuis	Avenue Ceramique 300, 6221 KX Maastricht, the Netherlands	Dutch

9. Secretary: N/A
10. Accounting reference date : 1 April - 31 March
11. Auditors : PricewaterhouseCoopers
12. Tax residence : The Netherlands
13. Registered number : 14052264

Liberty Global Target Company

1. Registered number : 34359572
2. Date of incorporation : 2 October 2009
3. Place of incorporation : Amsterdam
4. Address of registered office : Boeingavenue 53, 1119PE
5. Class of company : Besloten Vennootschap
6. Authorised share capital (if any) : EUR 500,000,000
7. Issued share capital : EUR 224,199,230.26

8. Directors:

Full nameService addressNationalityLiberty Global Europe
Management B.V.

Boeingavenue 53, 1119PE Schiphol-Rijk

The Netherlands

9. Accounting reference date : 31 December
10. Auditors : KPMG
11. Tax residence : The Netherlands

Attachment 1
Part B
(Basic information about the Subsidiaries)

1. Subsidiaries in Vodafone Target Group

1.1 mITE Systems B.V.

- (A) Registered number : 30194497
- (B) Date of incorporation : 15 December 2004
- (C) Corporate seat : Woerden
- (D) Address of registered office : Kronenburgplantsoen 10 3401 BP IJsselstijn the Netherlands
- (E) Class of company : Private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*)
- (F) Authorised share capital (if any) : EUR 90,000.00
- (G) Issued share capital : EUR 27,000.00
- (H) Shareholder(s):

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Vodafone Libertel B.V.	Avenue Ceramique 300 6221 KX Maastricht the Netherlands	270

- (I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Vodafone Libertel B.V.	Avenue Ceramique 300, 6221 KX, Maastricht, the Netherlands	N/A

- (J) Secretary:

<u>Full name</u>	<u>Service address</u>
N/A	N/A

- (K) Accounting reference date : 1 April - 31 March

- (L) Auditors : PricewaterhouseCoopers

(M) Tax residence : The Netherlands

1.2 **Vodafone Financial Services B.V.**

- (A) Registered number 66273404
- (B) Date of incorporation 20-06-2016
- (C) Place of incorporation Maastricht
- (D) Address of registered office Sion Carmiggelstraat 6,
1011 DJ Amsterdam
- (E) Class of company private limited liability
company under Dutch Law
(*besloten vennootschap met
beperkte aansprakelijkheid*)
- (F) Authorised share capital (if any) -
- (G) Issued share capital EUR 1
- (H) Members

Full name	Registered address	Number of shares held
Vodafone Libertel B.V.	Ceramique 300, 6221KX Maastricht	Sole Shareholder

(I) Directors

Full name	Service address	Nationality
Carmen Velthuis		Dutch
Barbara Jongerden		Dutch
Gerard Johan Wunderink		Dutch

(J) Accounting reference date 31 March (to be amended to
31 December on Completion)

(K) Auditors PricewaterhouseCoopers

(L) Tax residence Dutch

2. **Subsidiaries in Liberty Global Target Group**

2.1 **Ziggo Group Holding B.V.**

- (A) Registered number: 61370991
- (B) Date of incorporation: 2 September 2014
- (C) Place of incorporation: Utrecht
- (D) Address of registered office: Atoomweg 100, 3542 AB
Utrecht
- (E) Class of company: Besloten Vennootschap
- (F) Authorised share capital (if any): Not Applicable
- (G) Issued share capital: EUR 10,004
- (H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Liberty Global Europe Holding B.V.	Boeingavenue 53, 1119PE Schiphol-Rijk	Sole Shareholder

- (I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Johannes Baptiste Paulus Coopmans	Atoomweg 100, 3542AB Utrecht	Dutch
Ritchy Alain Drost	Atoomweg 100, 3542AB Utrecht	Dutch

- (J) Accounting reference date : 31 December
- (K) Auditors : KPMG
- (L) Tax residence : Dutch

2.2 **Ziggo Holding B.V.**

- (A) Registered number : 52444511
- (B) Date of incorporation : 1 April 2011
- (C) Place of incorporation : Utrecht
- (D) Address of registered office : Atoomweg 100, 3542
AB Utrecht
- (E) Class of company : Besloten Vennootschap

(F) Authorised share capital (if any) : Not Applicable

(G) Issued share capital : EUR 200,096,114

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
LGE HoldCo V B.V.	Boeing avenue 53, 1119PE Schiphol Rijk	Sole shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Johannes Baptiste Paulus Coopmans	Atoomweg 100, 3542 AB Utrecht	Dutch
Ritchy Alain Drost	Atoomweg 100, 3542 AB Utrecht	Dutch

(J) Accounting reference date : 31 December

(K) Auditors : KPMG

(L) Tax residence : Dutch

2.3 **Zesko B.V.**

(A) Registered number : 34131683

(B) Date of incorporation : 20 March 2000

(C) Place of incorporation : Amsterdam

(D) Address of registered office : Winschoterdiep 60,9723AB
Groningen

(E) Class of company : Besloten Vennootschap

(F) Authorised share capital (if any) : Not Applicable

(G) Issued share capital : EUR 941,553,776.31

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Ziggo Holding B.V.	Atoomweg 100, 3542AB Utrecht	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Ritchy Alain Drost	Winschoterdiep 60, 9723AB Groningen	Dutch
Johannes Baptiste Paulus Coopmans	Winschoterdiep 60, 9723AB Groningen	Dutch

(J) Accounting reference date : 31 December

(K) Auditors : KPMG

(L) Tax residence : Dutch

2.4 **Torensplits B.V.**

(A) Registered number : 33242788

(B) Date of incorporation : 3 April 1913

(C) Place of incorporation : Amsterdam

(D) Address of registered office : Winschoterdiep
60, 9723AB Groningen

(E) Class of company : Besloten Vennootschap

(F) Authorised share capital (if any) : EUR 90,000

(G) Issued share capital : EUR 18,000

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Zesko B.V.	Winschoterdiep 60, 9723AB Groningen	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Amsterdamse Beheer- en Consultingmaatschappij B.V.	Atoomweg 100, 3542AB Utrecht	The Netherlands

(J) Accounting reference date : 31 December

(K) Auditors : KPMG

(L) Tax residence : Dutch

2.5 Plinius Investment B.V.

(A) Registered number : 33232525

(B) Date of incorporation : 20 June 1984

(C) Place of incorporation : Amsterdam

(D) Address of registered office : Winschoterdiep 60, 9723
AB Groningen

(E) Class of company : Besloten Vennootschap

(F) Authorised share capital (if any) : EUR 18,000

(G) Issued share capital : EUR 18,000

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Torensplits B.V.	Winschoterdiep 60, 9723AB Groningen	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Amsterdamse Beheer- en Consultingmaatschappij B.V.	Atoomweg 100, 3542AB Utrecht	The Netherlands

(J) Accounting reference date : 31 December

(K) Auditors : KPMG

(L) Tax residence : Dutch

2.6 **Ziggo Bond Company B.V.**

(A) Registered number : 01180301

(B) Date of incorporation : 30 March 2010

(C) Place of incorporation : Amsterdam

(D) Address of registered office : Winschoterdiep 60
9723AB Groningen

(E) Class of company : Besloten Vennootschap

(F) Authorised share capital (if any) : 90,000 EUR

(G) Issued share capital : EUR 18,000

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Zesko B.V.	Winschoterdiep 60, 9723AB Groningen	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Zesko B.V.	Winschoterdiep 60, 9723AB Groningen	The Netherlands

(J) Accounting reference date : 31 December

(K) Auditors : KPMG

(L) Tax residence : Dutch

2.7 **Amsterdams Beheer- en Consultingmaatschappij B.V.**

(A) Registered number : 33195889

(B) Date of incorporation : 25 September 1987

(C) Place of incorporation : Amsterdam

- (D) Address of registered office : Atoomweg 100, 3542AB Utrecht
- (E) Class of company : Besloten Vennootschap
- (F) Authorised share capital (if any) : EUR 20,000,000
- (G) Issued share capital : EUR 9,812,500
- (H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Ziggo Bond Company B.V.	Winschoterdiep 60, 9723AB Groningen	Sole Shareholder

- (I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Johannes Baptiste Paulus Coopmans	Atoomweg 100, 3542AB	Dutch
Ritchy Alain Drost	Atoomweg 100, 3542AB	Dutch

- (J) Accounting reference date : 31 December
- (K) Auditors : KPMG
- (L) Tax residence : Dutch

2.8 Torensplits II B.V.

- (A) Registered number : 34262281
- (B) Date of incorporation : 22 December 2006
- (C) Place of incorporation : Amsterdam
- (D) Address of registered office : Atoomweg 100, 3542 AB Utrecht
- (E) Class of company : Besloten Vennootschap
- (F) Authorised share capital (if any) : EUR 90,000
- (G) Issued share capital : EUR 18.001

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Amsterdamse Beheer- en Consultingmaatschappij B.V.	Atoomweg 100, 3542AB Utrecht	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Amsterdamse Beheer- en Consultingmaatschappij B.V.	Atoomweg 100, 3542AB Utrecht	The Netherlands

(J) Accounting reference date : 31 December

(K) Auditors : KPMG

(L) Tax residence : Dutch

2.9 **Ziggo B.V.**

(A) Registered number : 37026706

(B) Date of incorporation : 12 February 1951

(C) Place of incorporation : Utrecht

(D) Address of registered office : Atoomweg 100, 3542AB
Utrecht

(E) Class of company : Besloten Vennootschap

(F) Authorised share capital (if any) : EUR 4,429,000

(G) Issued share capital : EUR 885,800

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Torensplits II B.V.	Atoomweg 100, 3542AB Utrecht	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Amsterdamse Beheer- en Consultingmaatschappij B.V.	Atoomweg 100, 3542AB Utrecht	Dutch

(J) Accounting reference date : 31 December

(K) Auditors : KPMG, The Netherlands

(L) Tax residence : The Netherlands

2.10 Ziggo Netwerk B.V.

(A) Registered number : 37141989

(B) Date of incorporation : 29 May 2008

(C) Place of incorporation : Groningen

(D) Address of registered office : Winschoterdiep 60
9723AB Groningen

(E) Class of company : Besloten Vennootschap

(F) Authorised share capital (if any) : Not applicable

(G) Issued share capital : EUR 18,000

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Ziggo B.V.	Atoomweg 100, 3542AB Utrecht	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Ziggo B.V.	Atoomweg 100, 3542AB Utrecht	Dutch

(J) Accounting reference date : 31 December

(K) Auditors : KPMG, The Netherlands

(L) Tax residence : The Netherlands

2.11 Ziggo Netwerk II B.V.

- (A) Registered number : 54158923
- (B) Date of incorporation : 21 December 2011
- (C) Place of incorporation : Utrecht
- (D) Address of registered office : Atoomweg 100, 3542AB Utrecht
- (E) Class of company : Besloten Vennootschap
- (F) Authorised share capital (if any) : Not applicable
- (G) Issued share capital : EUR 18,000
- (H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Ziggo B.V.	Atoomweg 100, 3542AB Utrecht	Sole Shareholder

- (I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Ziggo B.V.	Atoomweg 100, 3542AB Utrecht	Dutch

- (J) Accounting reference date : 31 December
- (K) Auditors : KPMG The Netherlands
- (L) Tax residence : The Netherlands

2.12 Breedband Breda B.V.

- (A) Registered number : 18077452
- (B) Date of incorporation : 4 February 2005
- (C) Place of incorporation : Breda
- (D) Address of registered office : Atoomweg 100, 3542 AB
Utrecht
- (E) Class of company : Besloten Vennootschap
- (F) Authorised share capital (if any) : EUR 90,000

(G) Issued share capital : EUR 18,401

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Ziggo B.V.	Atoomweg 100, 3542AB Utrecht	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Ziggo B.V.	Atoomweg 100, 3542AB Utrecht	Dutch

(J) Accounting reference date : 31 December

(K) Auditors : **KPMG**

(L) Tax residence : The Netherlands

2.13 TeleCai Den Haag B.V.

(A) Registered number : 27160106

(B) Date of incorporation : 10 June 1996

(C) Place of incorporation : 's-Gravenhage

(D) Address of registered office : Spaarneplein 2, 2515 VK
's-Gravenhage

(E) Class of company : Besloten Vennootschap

(F) Authorised share capital (if any) : EUR 5,000,000,-

(G) Issued share capital : EUR 2,268,901.08

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Ziggo B.V.	Atoomweg 100, 3542AB Utrecht	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Ziggo B.V.	Atoomweg 100, 3542AB Utrecht	Dutch

(J) Accounting reference date : 31 December

(K) Auditors : KPMG

(L) Tax residence : The Netherlands

2.14 **Esprit Telecom B.V.**

(A) Registered number : 17177850

(B) Date of incorporation : 13 July 2005

(C) Place of incorporation : Amsterdam

(D) Address of registered office : Monitorweg 1, 1322BJ
Almere

(E) Class of company : Besloten Vennootschap

(F) Authorised share capital (if any) : EUR 100,000

(G) Issued share capital : EUR 50,000

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Ziggo B.V.	Atoomweg 100, 3542AB Utrecht	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Ziggo B.V.	Atoomweg 100, 3542AB Utrecht	Dutch

(J) Accounting reference date : 31 December

(K) Auditors : KPMG

(L) Tax residence : The Netherlands

2.15 **Zoranet Connectivity Services B.V.**

- (A) Registered number : 08120615
- (B) Date of incorporation : 20 January 2004
- (C) Place of incorporation : Zwolle
- (D) Address of registered office : Assendorperdijk 2,
8012EH Zwolle
- (E) Class of company : Besloten Vennootschap
- (F) Authorised share capital (if any) : EUR 90,000
- (G) Issued share capital : EUR 18,000
- (H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Esprit Telecom B.V.	Monitorweg 1, 1322BJ Almere	Sole Shareholder

- (I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Esprit Telecom B.V.	Monitorweg 1, 1322BJ Almere	Dutch

- (J) Accounting reference date : 31 December
- (K) Auditors : KPMG
- (L) Tax residence : The Netherlands

2.16 XB Facilities B.V

- (A) Registered number : 39066884
- (B) Date of incorporation : 3 March 1998
- (C) Place of incorporation : Almere
- (D) Address of registered office : Monitorweg 1, 1322BJ
Almere
- (E) Class of company : Besloten Vennootschap
- (F) Authorised share capital (if any) : EUR 200,000
- (G) Issued share capital : EUR 18,151.21

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Esprit Telecom B.V.	Monitorweg 1, 1322BJ Almere	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Esprit Telecom B.V.	Monitorweg 1, 1322BJ Almere	Dutch

(J) Accounting reference date : 31 December

(K) Auditors : KPMG

(L) Tax residence : The Netherlands

2.17 **Ziggo Deelnemingen B.V.**

(A) Registered number : 59793473

(B) Date of incorporation : 22 January 2014

(C) Place of incorporation : Amsterdam

(D) Address of registered office : Atoomweg 100, 3542AB Utrecht

(E) Class of company : Besloten Vennootschap

(F) Authorised share capital (if any) : Not applicable

(G) Issued share capital : EUR 100

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Ziggo B.V.	Atoomweg 100, 3542AB Utrecht	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Amsterdamse Beheer- en Consultingmaatschappij B.V.	Atoomweg 100, 3542AB Utrecht	Dutch

(J) Accounting reference date : 31 December

(K) Auditors : KPMG, The Netherlands

(L) Tax residence : The Netherlands

2.18 HBO Netherlands Distributions B.V.

(A) Registered number : 53965760

(B) Date of incorporation : 17 November 2011

(C) Place of incorporation : Amsterdam

(D) Address of registered office : Barbara Strozzilaan 101,
1083HN Amsterdam

(E) Class of company : Besloten Vennootschap

(F) Authorised share capital (if any) : EUR 90,000

(G) Issued share capital : EUR 18,000

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
HBO Nederland Coöperatief U.A.	Barbara Strozzilaan 101, 1083HN Amsterdam	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
HBO Nederland Coöperatief U.A.	Barbara Strozzilaan 101, 1083HN Amsterdam	Dutch

(J) Accounting reference date : 31 December

(K) Auditors : Ernst&Young

(L) Tax residence : Dutch

2.19 **ZUM B.V.**

- (A) Registered number : 30277403
- (B) Date of incorporation : 29 December 2009
- (C) Place of incorporation : Amsterdam
- (D) Address of registered office : Atoomweg 100, 3542AB
Utrecht
- (E) Class of company : Besloten Vennootschap
- (F) Authorised share capital (if any) : Not applicable
- (G) Issued share capital : EUR 18,004
- (H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Ziggo B.V.	Atoomweg 100, 3542AB Utrecht	Sole Shareholder

- (I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Amsterdamse Beheer- en Consultingmaatschappij B.V.	Atoomweg 100, 3542AB Utrecht	Dutch

- (J) Accounting reference date : 31 December
- (K) Auditors : KPMG, The Netherlands
- (L) Tax residence : The Netherlands

2.20 **Ziggo Services B.V.**

- (A) Registered number : 62393944
- (B) Date of incorporation : 4 March 2015
- (C) Place of incorporation : Utrecht
- (D) Address of registered office : Atoomweg 100, 3542AB Utrecht
- (E) Class of company : Besloten Vennootschap

(F) Authorised share capital (if any) : Not applicable

(G) Issued share capital : EUR 110,000

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
UPC Nederland Holding III B.V.	Atoomweg 100, 3542AB Utrecht	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Johannes Baptiste Paulus Coopmans	Atoomweg 100, 3542AB Utrecht	Dutch
Ritchy Alain Drost	Atoomweg 100, 3542AB Utrecht	Dutch

(J) Accounting reference date : 31 December

(K) Auditors : KPMG, The Netherlands

(L) Tax residence : The Netherlands

2.21 **Ziggo Zakelijk Services B.V.**

(A) Registered number : 33306448

(B) Date of incorporation : 28 September 1998

(C) Place of incorporation : Utrecht

(D) Address of registered office : Atoomweg 100, 1322BJ
Utrecht

(E) Class of company : Besloten Vennootschap

(F) Authorised share capital (if any) : Not applicable

(G) Issued share capital : EUR 22,700

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Ziggo Services B.V.	Atoomweg 100, 3542AB Utrecht	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Ziggo Services B.V.	Atoomweg 100, 3542AB Utrecht	Dutch

(J) Accounting reference date : 31 December

(K) Auditors : KPMG

(L) Tax residence : The Netherlands

2.22 **Ziggo Services Network 2 B.V.**

(A) Registered number : 54092655

(B) Date of incorporation : 1 December 2011

(C) Place of incorporation : Utrecht

(D) Address of registered office : Atoomweg 100, 3542AB
Utrecht

(E) Class of company : Besloten Vennootschap

(F) Authorised share capital (if any) : Not applicable

(G) Issued share capital : EUR 18,000

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Ziggo Services B.V.	Atoomweg 100, 3542AB Utrecht	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Ziggo Services B.V.	Atoomweg 100, 3542AB Utrecht	Dutch

(J) Accounting reference date : 31 December

(K) Auditors : KPMG, The Netherlands

(L) Tax residence : The Netherlands

2.23 **Ziggo Services Employment B.V.**

(A) Registered number : 34118291

(B) Date of incorporation : 15 July 1999

(C) Place of incorporation : Utrecht

(D) Address of registered office : Atoomweg 100, 3542AB
Utrecht

(E) Class of company : Besloten Vennootschap

(F) Authorised share capital (if any) : Not applicable

(G) Issued share capital : EUR 18,200

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Ziggo Services B.V.	Atoomweg 100, 3542AB Utrecht	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Ziggo Services B.V.	Atoomweg 100, 3542AB Utrecht	Dutch

(J) Accounting reference date : 31 December

(K) Auditors : KPMG, The Netherlands

(L) Tax residence : The Netherlands

2.24 **Ziggo Services Mobile B.V.**

(A) Registered number : 34204351

(B) Date of incorporation : 19 March 2004

(C) Place of incorporation : Utrecht

(D) Address of registered office : Atoomweg 100, 3542AB
Utrecht

- (E) Class of company : Besloten Vennootschap
- (F) Authorised share capital (if any) : Not applicable
- (G) Issued share capital : EUR 34,280
- (H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Ziggo Services B.V.	Atoomweg 100, 3542AB Utrecht	Sole Shareholder

- (I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Ziggo Services B.V.	Atoomweg 100, 3542AB Utrecht	Dutch

- (J) Accounting reference date : 31 December
- (K) Auditors : KPMG, The Netherlands
- (L) Tax residence : The Netherlands

2.25 **UPC Nederland Holding I B.V.**

- (A) Registered number : 62352865
- (B) Date of incorporation : 8 January 2015
- (C) Place of incorporation : Amsterdam
- (D) Address of registered office : Atoomweg 100, 3542AB Utrecht
- (E) Class of company : Besloten Vennootschap
- (F) Authorised share capital (if any) : Not applicable
- (G) Issued share capital : EUR 10,002
- (H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Ziggo Group Holding B.V.	Atoomweg 100, 3542AB Utrecht	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Johannes Baptiste Paulus Coopmans	Atoomweg 100, 3542AB Utrecht	Dutch
Ritchy Alain Drost	Atoomweg 100, 3542AB Utrecht	Dutch

(J) Accounting reference date : 31 December

(K) Auditors : KPMG, The Netherlands

(L) Tax residence : The Netherlands

2.26 **UPC Nederland Holding II B.V.**

(A) Registered number : 62361929

(B) Date of incorporation : 9 January 2015

(C) Place of incorporation : Amsterdam

(D) Address of registered office : Atoomweg 100, 3542AB
Utrecht

(E) Class of company : Besloten Vennootschap

(F) Authorised share capital (if any) : Not applicable

(G) Issued share capital : EUR 10,002

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
UPC Nederland Holding I B.V.	Atoomweg 100, 3542AB Utrecht	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Johannes Baptiste Paulus Coopmans	Atoomweg 100, 3542AB Utrecht	Dutch
Ritchy Alain Drost	Atoomweg 100, 3542AB Utrecht	Dutch

(J) Accounting reference date : 31 December

(K) Auditors : KPMG, The Netherlands

(L) Tax residence : The Netherlands

2.27 **UPC Nederland Holding III B.V.**

(A) Registered number : 62366289

(B) Date of incorporation : 9 January 2015

(C) Place of incorporation : Amsterdam

(D) Address of registered office : Atoomweg 100, 3542AB
Utrecht

(E) Class of company : Besloten Vennootschap

(F) Authorised share capital (if any) : Not applicable

(G) Issued share capital : EUR 10,002

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
UPC Nederland Holding II B.V.	Atoomweg 100, 3542AB Utrecht	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Johannes Baptiste Paulus Coopmans	Atoomweg 100, 3542AB Utrecht	Dutch
Ritchy Alain Drost	Atoomweg 100, 3542AB Utrecht	Dutch

(J) Accounting reference date : 31 December

(K) Auditors : KPMG, The Netherlands

(L) Tax residence : The Netherlands

2.28 **LGE HoldCo V B.V.**

(A) Registered number : 57657165

(B) Date of incorporation : 5 April 2013

(C) Place of incorporation : Amsterdam

(D) Address of registered office : Boeingavenue 53, 1119PE
Schiphol-Rijk

(E) Class of company : Besloten Vennootschap

(F) Authorised share capital (if any) : Not Applicable

(G) Issued share capital : EUR 20,028

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
LGE HoldCo VII B.V.	Boeing Avenue 53, 1119PE Schiphol -Rijk	11,018
LGE HoldCo VIII B.V.	Boeing Avenue 53, 1119PE Schiphol-Rijk	6,010

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Liberty Global Europe Management B.V.	Boeingavenue 53, 1119PE Schiphol-Rijk	Dutch

(J) Accounting reference date : 31 December

(K) Auditors : KPMG

(L) Tax residence : Dutch

2.29 LGE HoldCo VI B.V.

(A) Registered number : 59389567

(B) Date of incorporation : 6 December 2013

(C) Place of incorporation : Amsterdam

(D) Address of registered office : Boeingavenue 53, 1119PE
Schiphol-Rijk

(E) Class of company : Besloten Vennootschap

(F) Authorised share capital (if any) : Not Applicable

(G) Issued share capital : EUR 10,004

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Ziggo Group Holding B.V.	Atoomweg 100, 3542AB Utrecht	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Liberty Global Europe Management B.V.	Boeingavenue 53, 1119PE Schiphol-Rijk	Dutch

(J) Accounting reference date : 31 December

(K) Auditors : KPMG

(L) Tax residence : Dutch

2.30 LGE HoldCo VII B.V.

(A) Registered number : 59416580

(B) Date of incorporation : 11 December 2013

(C) Place of incorporation : Amsterdam

(D) Address of registered office : Boeingavenue 53, 1119PE
Schiphol-Rijk

(E) Class of company : Besloten Vennootschap

(F) Authorised share capital (if any) : Not Applicable

(G) Issued share capital : EUR 10,002

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
LGE HoldCo VI B.V.	Boeingavenue 53, 1119PE Schiphol-Rijk	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Liberty Global Europe Management B.V.	Boeingavenue 53, 1119PE Schiphol-Rijk	Dutch

(J) Accounting reference date : 31 December

(K) Auditors : KPMG

(L) Tax residence : Dutch

2.31 LGE HoldCo VIII B.V

(A) Registered number : 61755265

(B) Date of incorporation : 27 October 2014

(C) Place of incorporation : Amsterdam

(D) Address of registered office : Boeingavenue 53, 1119PE
Schiphol-Rijk

(E) Class of company : Besloten Vennootschap

(F) Authorised share capital (if any) : Not Applicable

(G) Issued share capital : EUR 10,008

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
LGE HoldCo VII B.V	Boeingavenue 53, 1119PE Schiphol-Rijk	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Liberty Global Europe Management B.V.	Boeingavenue 53, 1119PE Schiphol-Rijk	Dutch

(J) Accounting reference date : 31 December

(K) Auditors : KPMG

(L) Tax residence : Dutch

2.32 FinCo Partner 1 B.V.

- (A) Registered number : 59735376
- (B) Date of incorporation : 15 January 2014
- (C) Place of incorporation : Amsterdam
- (D) Address of registered office : Boeingavenue 53, 1119PE
Schiphol-Rijk
- (E) Class of company : Besloten Vennootschap
- (F) Authorised share capital (if any) : Not applicable
- (G) Issued share capital : EUR 10,000
- (H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
LGE HoldCo VII B.V.	Boeingavenue 53, 1119PE Schiphol-Rijk	Sole Shareholder

- (I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Liberty Global Europe Management B.V.	Boeingavenue 53, 1119PE Schiphol-Rijk	Dutch

- (J) Accounting reference date : 31 December
- (K) Auditors : KPMG, The Netherlands
- (L) Tax residence : The Netherlands

2.33 Liberty Global Content Netherlands B.V.

- (A) Registered number : 34186803
- (B) Date of incorporation : 13 February 2003
- (C) Place of incorporation : Amsterdam
- (D) Address of registered office : Koningin Wilhelminaplein
2-4, 1062HK Amsterdam
- (E) Class of company : Besloten Vennootschap

(F) Authorised share capital (if any) : Not applicable

(G) Issued share capital : EUR 18,200

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Liberty Global Ventures Holding B.V.	Boeingavenue 53, 1119PE Schiphol-Rijk	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Liberty Global Europe Management B.V.	Boeingavenue 53, 1119PE Schiphol-Rijk	The Netherlands

(J) Accounting reference date : 31 December

(K) Auditors : KPMG, The Netherlands

(L) Tax residence : The Netherlands

2.34 **UPC Western Europe Holding B.V.**

(A) Registered number : 33296156

(B) Date of incorporation : 12 December 1994

(C) Place of incorporation : Amsterdam

(D) Address of registered office : Boeingavenue 53, 1119PE Schiphol-Rijk

(E) Class of company : Besloten Vennootschap

(F) Authorised share capital (if any) : EUR 450,000

(G) Issued share capital : EUR 180,900

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
UPC Broadband Holding B.V	Boeingavenue 53, 1119PE Schiphol-Rijk	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
UPC Broadband Holding B.V.	Boeingavenue 53, 1119PE Schiphol-Rijk	Dutch

(J) Accounting reference date : 31 December

(K) Auditors : KPMG, The Netherlands

(L) Tax residence : The Netherlands

2.35 **UPC Western Europe Holding 2 B.V.**

(A) Registered number : 33303479

(B) Date of incorporation : 25 May 1998

(C) Place of incorporation : Amsterdam

(D) Address of registered office : Kabelweg 51, 1014BA
Amsterdam

(E) Class of company : Besloten Vennootschap

(F) Authorised share capital (if any) : Not applicable

(G) Issued share capital : EUR 45,381

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
UPC Western Europe Holding B.V.	Boeingavenue 53, 1119PE Schiphol-Rijk	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Johannes Baptiste Paulus Coopmans	Atoomweg 100, 3542AB Utrecht	Dutch
Ritchy Alain Drost	Atoomweg 100, 3542AB Utrecht	Dutch

(J) Accounting reference date : 31 December

(K) Auditors : KPMG, The Netherlands

(L) Tax residence : The Netherlands

2.36 **HBO Nederland Coöperatief U.A.**

(A) Registered number : 53943074

(B) Date of incorporation : 14 November 2011

(C) Place of incorporation : Amsterdam

(D) Address of registered office : Barbara Strozzilaan101,
1083HN Amsterdam

(i) Class of company : Coöperatie met beperkte aansprakelijkheid

(E) Authorised share capital (if any) : Not applicable

(F) Issued share capital : Not applicable

(G) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Ritchy Alain Drost	Barbara Strozzilaan 101, 1083HN Amsterdam	Dutch
Simon Peter Sutton	Barbara Strozzilaan 101, 1083HN Amsterdam	British
Stanley <i>Barton</i> Fertig	Barbara Strozzilaan 101, 1083HN Amsterdam	American
Hendrik Jan de Groot	Barbara Strozzilaan 101, 1083HN Amsterdam	Swiss

(H) Accounting reference date : 31 December

(I) Auditors : Ernst & Young

(J) Tax residence : Dutch

2.37 **Ziggo Toestel Financiering B.V.**

(A) Registered number : 61665347

(B) Date of incorporation : 13 October 2014

(C) Place of incorporation : Utrecht

(D) Address of registered office : Atoomweg 100, 3542AB
Utrecht

(E) Class of company : Besloten Vennootschap

(F) Authorised share capital (if any) : Not applicable

(G) Issued share capital : EUR 10,000

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Labesa Holding B.V.	Boeingavenue 53, 1119PE Schiphol-Rijk	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Johannes Baptiste	Atoomweg 100, 3542AB Utrecht	Dutch
Paulus Coopmans		
Ritchy Alain Drost	Atoomweg 100, 3542AB Utrecht	Dutch

(J) Accounting reference date : 31 December

(K) Auditors : KPMG, The Netherlands

(L) Tax residence : The Netherlands

2.38 Ziggo Financing Partnership

(A) Registered number : 1081647

(B) Date of incorporation : 24 January 2014

(C) Place of incorporation : Wilmington

(D) Address of registered office : 2711 Centerville Road
Suite 400, Wilmington
DE 19808

(E) Class of company : Partnership

(F) Authorised share capital (if any) : Not applicable

(G) Issued share capital : Not applicable

(H) Partners:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Ziggo B.V. (Managing Partner)	Atoomweg 100, 3542 AB Utrecht	Dutch
Ziggo Deelnemingen B.V.	Atoomweg 100, 3542AB Utrecht Utrecht	Dutch

(I) Accounting reference date : 31 December

(J) Auditors : KPMG, The Netherlands

(K) Tax residence : Transparent

2.39 LG Financing Partnership

(A) Registered number : 1087186

(B) Date of incorporation : 27 January 2014

(C) Place of incorporation : Wilmington

(D) Address of registered office : 2711 Centerville Road
Suite 400, Newcastle
County, Wilmington. DE
19808

(E) Class of company : Partnership

(F) Authorised share capital (if any) : Not applicable

(G) Issued share capital : Not applicable

Partners:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
LGE HoldCo VII B.V. (managing partner)	Boeingavenue 53, 1119PE Schiphol-Rijk	Dutch
Finco Partner I B.V.	Boeingavenue 53, 1119PE Schiphol-Rijk Utrecht	Dutch

(H) Accounting reference date : 31 December

(I) Auditors : KPMG, The Netherlands

(J) Tax residence : Transparent

2.40 **Ziggo Real Estate BV**

(A) Registered number : 66771781

(B) Date of incorporation : 05-09-2016

(C) Place of incorporation : Utrecht

(D) Address of registered office : Atoomweg 100, 3542AB
Utrecht

(E) Class of company : private limited liability company
under Dutch law (*besloten vennootschap met beperkte aansprakelijkheid*)

(F) Authorised share capital (if any) : -

(G) Issued share capital : EUR 100

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
LGE HoldCo VI B.V.	Boeingavenue 53, 1119PE Schiphol-Rijk	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Ziggo B.V.	Atoomweg 100, 3542AB Utrecht, the Netherlands	

(J) Accounting reference date : 31 December

(K) Auditors : KPMG

(L) Tax residence : Dutch

2.41 **Ziggo Finance 2 BV**

(A) Registered number : 65702581

- (B) Date of incorporation : 31-03-2016
- (C) Place of incorporation : Utrecht
- (D) Address of registered office : Atoomweg 100, 3542AB
Utrecht
- (E) Class of company : private limited liability
Company under Dutch
Law (besloten
vennootschap met
beperkte
aansprakelijkheid)
- (F) Authorised share capital (if any) : -
- (G) Issued share capital : EUR 100

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
Ziggo B.V.	Atoomweg 100, 3542AB Utrecht	Sole Shareholder

(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
Ziggo B.V.	Atoomweg 100, 3542AB Utrecht, the Netherlands	

- (J) Accounting reference date : 31 December
- (K) Auditors : KPMG
- (L) Tax residence : Dutch

2.42 Vodafone Nederland Holding I BV

- (A) Registered number : 67476643
- (B) Date of incorporation : 14-12-2016
- (C) Place of incorporation : Amsterdam
- (D) Address of registered office : Atoomweg 100, 3542AB
Utrecht
- (E) Class of company : private limited liability

Company under Dutch

Law (besloten

vennootschap met

beperkte

aansprakelijkheid)

(F) Authorised share capital (if any) : -

(G) Issued share capital : EUR 100

(H) Members:

Full name

Registered address

Number of
Shares held

Ziggo Group Holding B.V.

Atoomweg 100, 3542AB Utrecht

Sole Shareholder

(I) Directors:

Full name

Service address

Nationality

Ziggo Group Holding B.V.

Atoomweg 100, 3542AB Utrecht, the
Netherlands

(J) Accounting reference date : 31 December

(K) Auditors : KPMG

(L) Tax residence : Dutch

2.43 **Vodafone Nederland Holding II BV**

(A) Registered number : 67478824

(B) Date of incorporation : 14-12-2016

(C) Place of incorporation : Amsterdam

(D) Address of registered office : Atoomweg 100, 3542AB
Utrecht

(E) Class of company : private limited liability
Company under Dutch

Law (besloten

vennootschap met
beperkte
aansprakelijkheid)

(F) Authorised share capital (if any) : -

(G) Issued share capital : EUR 100

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
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Vodafone Nederland Holding I B.V.	Atoomweg 100, 3542AB Utrecht	Sole Shareholder
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(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
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Ziggo Group Holding B.V.	Atoomweg 100, 3542AB Utrecht, the Netherlands	
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(J) Accounting reference date : 31 December

(K) Auditors : KPMG

(L) Tax residence : Dutch

2.44 **Vodafone Nederland Holding III BV**

(A) Registered number : 67485316

(B) Date of incorporation : 14-12-2016

(C) Place of incorporation : Amsterdam

(D) Address of registered office : Atoomweg 100, 3542AB
Utrecht

(E) Class of company : private limited liability
Company under Dutch

Law (besloten

vennootschap met

beperkte

aansprakelijkheid)

(F) Authorised share capital (if any) : -

(G) Issued share capital : EUR 100

(H) Members:

<u>Full name</u>	<u>Registered address</u>	<u>Number of Shares held</u>
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Vodafone Nederland Holding II B.V.	Atoomweg 100, 3542AB Utrecht	Sole Shareholder
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(I) Directors:

<u>Full name</u>	<u>Service address</u>	<u>Nationality</u>
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Ziggo Group Holding B.V.	Atoomweg 100, 3542AB Utrecht, the Netherlands	
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(J) Accounting reference date : 31 December

(K) Auditors : KPMG

(L) Tax residence : Dutch

Attachment 2
(Relevant Properties)

Part 1 – Vodafone Relevant Properties

Part 2 – Liberty Global Relevant Properties

Attachment 3
(Liberty Global Steps Plan)

Attachment 4
(Agreed Shared Integration Costs)

DATED ____ December 2016

Vodafone International Holdings B.V.

and

Vodafone Group PLC

and

Liberty Global Europe Holding B.V.

and

Liberty Global PLC

and

Lynx Global Europe II B.V.

(to be renamed VodafoneZiggo Group Holding B.V.)

SHAREHOLDERS' AGREEMENT

1.DEFINITIONS AND INTERPRETATION	2
2.ESTABLISHMENT OF THE COMPANY	22
3.BUSINESS OF THE COMPANY	22
4.RESERVED MATTERS	22
5.DEADLOCK RESOLUTION	28
6.SHAREHOLDER APPOINTMENTS	29
7.EXECUTIVE MANAGEMENT	31
8.PROCEEDINGS OF SUPERVISORY BOARD	33
9.ACCESS TO INFORMATION AND ACCOUNTS	35
10.BUSINESS PLANS	39
11.DIVIDEND POLICY	40
12.FUNDING AND CASH MANAGEMENT	41
13.TARGET LEVERAGE RATIO	42
14.RESTRICTIONS ON DEALING WITH SHARES	44
15.PERMITTED TRANSFERS	45
16.TRANSFER OF SHARES FOR CONVENIENCE	51
17.DEFAULT	58
18.COMPLETION OF TRANSFERS	62
19.IPO	63
20.EFFECT OF DEED OF ADHERENCE AND DEED OF NOVATION	69
21.PRESCRIBED VALUE	69
22.SHAREHOLDER UNDERTAKINGS	71
23.UNDERTAKINGS BY THE COMPANY	72

24.ZIGGO UNDERTAKINGS	72
25.PROTECTIVE COVENANTS	73
26.TAX MATTERS	77
27.CONFIDENTIALITY	85
28.PARENT COMPANY GUARANTEES	87
29.ANNOUNCEMENTS	88
30.TERMINATION	89
31.LANGUAGE	90
32.ASSIGNMENT	90
33.ENTIRE AGREEMENT	90
34.NOTICES	91
35.REMEDIES AND WAIVERS	93
36.NO PARTNERSHIP OR FIDUCIARY RELATIONSHIP	94
37.COSTS AND EXPENSES	94
38.COUNTERPARTS	94
39.CHOICE OF GOVERNING LAW	95
40.SHAREHOLDER DISPUTE MATTER	95
41.MEDIATION	95
42.ARBITRATION	95
43.AGENT FOR SERVICE OF PROCESS	96
Schedule 1 Form of Deed of Adherence	98
Schedule 2 Ziggo Commitments	100
Schedule 3 Treasury Principles	101
Schedule 4 Form of Deed of Novation	103
Schedule 5 Post-IPO Governance	106

Agreed Form Documents

Articles of Association

Initial Business Plan

THIS AGREEMENT is made on ____ December 2016

BETWEEN:

1. **Vodafone International Holdings B.V.**, whose corporate seat is Rotterdam, The Netherlands, having its office address at Rivium Quadrant 173, 2909 LC Capelle aan den IJssel, The Netherlands (registered with the Dutch Chamber of Commerce No. 24235177) (the **"Vodafone Shareholder"**)
2. **Liberty Global Europe Holding B.V.**, whose corporate seat is at Boeing Avenue 53, 1119 PE Schiphol-Rijk, The Netherlands (registered with the Dutch Chamber of Commerce No. 34359572) (the **"Liberty Global Shareholder"**)
3. **Vodafone Group Plc**, whose registered office is at Vodafone House, The Connection, Newbury, Berkshire (registered in England with No. 01833679) (the **"Vodafone Guarantor"**)
4. **Liberty Global plc**, whose registered office is at Griffin House, 161 Hammersmith Road, London W6 8BS, United Kingdom (registered in England with No. 08379990) (the **"Liberty Global Guarantor"**, with each of the Liberty Global Guarantor and the Vodafone Guarantor being a **"Guarantor"** and, together, the **"Guarantors"**)
5. **Lynx Global Europe II B.V.**, (to be renamed VodafoneZiggo Group Holding B.V.) whose corporate seat is at Boeing Avenue 53, 1119 PE Schiphol-Rijk, The Netherlands (registered with the Dutch Chamber of Commerce No. 65291166) (the **"Company"**)

WHEREAS:

- (A) On 21 July 2016, pursuant to a contribution agreement providing for the sale and purchase and/or contribution of shares in Ziggo Group Holding B.V. and Vodafone Libertel B.V. to the Company (and as amended, the **"Contribution Agreement"**), the Vodafone Shareholder and the Liberty Global Shareholder agreed to combine their respective operations in The Netherlands.
- (B) In connection with the aforementioned combination, the Shareholders (as defined in clause 1.1 (Definitions) below) have agreed to establish the Company as a joint venture company and to enter into this agreement for the purpose of regulating the management and supervision of the Company, their relationship with each other and certain aspects of the affairs of, and their dealings with, the Company.
- (C) The Vodafone Guarantor has agreed to guarantee the payment obligations of the Vodafone Shareholder and the Liberty Global Guarantor has agreed to guarantee the payment obligations of the Liberty Global Shareholder under this agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement:

“Accounting Period”	means the period commencing on 1 January in any year and ending on 31 December in the following year or such other accounting period as may be adopted by the Company in accordance with <u>clause 4</u> (Reserved Matters);
“Accounting Policies”	means Vodafone IFRS as at the date of this agreement, or, if applicable, such accounting policies as may be adopted, amended or varied from time to time in accordance with the provisions of this agreement, including <u>clause 4</u> (Reserved Matters);
“Acquired Business”	has the meaning set out in <u>clause 25.2(B)</u> (Covenants);
“ADR Notice”	has the meaning set out in <u>clause 5(B)(iii)</u> (Deadlock Resolution);
“Affiliate”	in relation to a body corporate, means any other body corporate over which that body corporate has Control;
“Agreed Cost Synergies Amount”	means €120 million, or such other amount as may be agreed by the Shareholders in writing;
“Agreed Form”	in relation to any document, means that document in a form agreed by the Shareholders and initialled for the purposes of identification by or on behalf of the Shareholders;
“Alternate”	means, in respect of a Supervisory Director, any other Supervisory Director or Observer designated as an alternate in accordance with <u>clause 6.4</u> (Alternates);
“Ancillary Agreements”	means the Brand Licence Agreement and the Framework Agreements or, if the Brand Licence Agreement or Framework Agreements are amended or replaced (subject to the approval of the “other Shareholder” under clause <u>4.1(B)</u> or of both Shareholders under clause <u>4.1(A)</u> (as applicable)), the Brand Licence Agreement or Framework Agreements as so amended or replaced;
“Articles of Association”	means the articles of association of the Company in the Agreed Form and adopted in accordance with <u>clause 2(A)</u> (Establishment of the Company) or, if the articles of association of the Company are amended or replaced in accordance with <u>clause 4</u> (Reserved Matters), the articles of association of the Company as so amended or replaced;

“Associated Person”	means, in relation to a body corporate, the members of its Group and the officers, employees and agents of that body corporate and any member of its Group and any subcontractor or other person who performs services for or on behalf of that body corporate or any of member of its Group;
“Bankers”	has the meaning set out in <u>clause 21(C)(i)</u> (Prescribed Value);
“Brand Licence Agreement”	has the meaning given to the same term in the Contribution Agreement;
“Business”	means the business activities described in <u>clause 3</u> (Business of the Company) or, if the business of the Company is altered in accordance with <u>clause 4</u> (Reserved Matters), the business of the Company as so altered;
“Business Day”	means a day (other than a Saturday or Sunday) on which banks are open for general business in London and The Netherlands;
“Business Plan”	means the Initial Business Plan and any subsequent or amended business plan adopted by the Company in accordance with <u>clause 4</u> (Reserved Matters);
“Call Option Notice”	has the meaning set out in <u>clause 17.2(B)</u> (Call option);
“Call Option Trigger”	has the meaning set out in <u>clause 17.2(A)</u> (Call Option);
“Carrier Services Business”	means the business of providing international and national telecommunications services to wholesale carrier customers;
“CEDR”	has the meaning set out in <u>clause 5(B)(iii)</u> (Deadlock Resolution);
“CEO”	means the chief executive officer of the Company;
“CFO”	means the chief financial officer of the Company;
“Chairman”	means the chairman of the Supervisory Board;
“Competing Business”	means a business which carries on a Restricted Business;
“Completion”	has the meaning given to the same term in the Contribution Agreement;
“Confidential Information”	has the meaning set out in <u>clause 27.1</u> (Confidential Information);

“Control”

in relation to a body corporate (being the **“Controlled Person”**) means being:

- (i) entitled to exercise, or control the exercise of (directly or indirectly), more than 50 per cent of the voting power at any general meeting of the shareholders, members or partners or other equity holders (and including, in the case of a limited partnership, at a meeting of members or partners or other equity holders of its general partner) in respect of all or substantially all matters falling to be decided by resolution or meeting of such persons; or
- (ii) entitled to appoint or remove (directly or indirectly):
 - (a) managing or supervisory directors on the Controlled Person’s board of directors, management board or supervisory board or other governing body (or, in the case of a limited partnership, on the board or other governing body of its general partner) who are able (in the aggregate) to exercise more than 50 per cent of the voting power at meetings of that board or governing body in respect of all or substantially all matters;
 - (b) any managing member of such Controlled Person; and/or
 - (c) in the case of a limited partnership, its general partner; or
- (iii) entitled to exercise (directly or indirectly) a dominant influence over the Controlled Person (otherwise than solely as a fiduciary) solely by virtue of the provisions contained in its constitutional documents or pursuant to an agreement with other shareholders, partners or members of the Controlled Person;

“CTO”

means the chief technical officer of the Company;

“Deadlock”

has the meaning set out in clause 5(A) (Deadlock Resolution);

“Deadlock Notice”

has the meaning set out in clause 5(B) (Deadlock Resolution);

“Default Dispute Notice”

has the meaning set out in clause 17.3(C) (Cessation of rights);

“Default Notice”	has the meaning set out in <u>clause 17.3(B)</u> (Cessation of rights);
“Default Period”	has the meaning set out in <u>clause 17.3(E)(i)</u> (Cessation of rights);
“Defaulting Shareholder”	has the meaning set out in <u>clause 17.3(A)</u> (Cessation of rights);
“Disposal”	in relation to a Share or (where applicable) the creditor position under a Shareholder Loan includes, without limitation: (i) sale, assignment or transfer; (ii) creating or permitting to subsist any pledge, charge, mortgage, lien or other security interest or encumbrance; (iii) creating any trust or usufruct conferring any interest; (iv) creating or permitting to subsist any agreement, arrangement or understanding in respect of votes or the right to receive dividends or interest; (v) the assignment of any right to subscribe for or receive a Share or any legal or beneficial interest in a Share; (vi) any agreement to do any of the above, except an agreement to transfer in compliance with the terms of this agreement; and (vii) transmission by operation of law;
“Draft Revised Business Plan”	has the meaning set out in <u>clause 10.1</u> (Business Plans);
“Drag Completion Deadline”	means the date falling 12 months after the date of the Drag Notice or, if the Exiting Shareholder reasonably expects, and is able to provide a reasonable basis for such expectation, completion of the Drag Sale is likely to occur within three months after such 12 month date and notifies the Non-Exiting Shareholder of such reasonable expectation before the date falling 11 months and 15 days after the date of the Drag Notice, the date falling 15 months after the date of the Drag Notice;
“Drag Notice”	has the meaning set out in <u>clause 16.2(E)</u> (Drag Sale);
“Drag Sale Offer”	has the meaning set out in <u>clause 16.2(B)</u> (Drag Sale);
“Drag Sale Offeror”	has the meaning set out in <u>clause 16.2(B)(i)</u> (Drag Sale);

“Drag Sale Terms”	has the meaning set out in <u>clause 16.2(B)</u> (Drag Sale);
“Events of Default”	has the meaning set out in <u>clause 17.1</u> (Events of Default);
“Exchange Rate”	means, with respect to a particular currency for a particular day, the spot rate of exchange (the closing mid point) for that currency into Euro or any other relevant currency (as the case may be) on such date as published in the London edition of the Financial Times first published thereafter;
“Executive Management”	means the CEO, CFO, CTO, the Head of Consumer Business, the Head of Enterprise Business, Head of Human Resources and General Counsel and such other individuals appointed by the CEO as members of the executive management pursuant to <u>clause 7</u> (Executive Management);
“Existing Financial Indebtedness”	means the financial indebtedness of the Company’s Group existing at the date of this Agreement;
“Exit Election Notice”	has the meaning set out in <u>clause 16.1(E)</u> (ROFO);
“Exit Notice”	has the meaning set out in <u>clause 16.1(A)</u> (ROFO);
“Exiting Shareholder”	has the meaning set out in <u>clause 16.1(A)</u> (ROFO);
“Finance Lease”	means any lease or hire purchase contract which would, in accordance with the Accounting Policies, be treated as a finance or capital lease;
“Fiscal Unity”	has the meaning given to the term in the Contribution Agreement;
“Framework Agreements”	means the framework services agreements dated the same date as this Agreement and entered into: (i) between Ziggo Group Holding B.V. and Vodafone Group Services Limited; and (ii) between Ziggo Group Holding B.V. and Liberty Global B.V.;
“Group”	in relation to any body corporate, means that body corporate and its Affiliates, provided that, in relation to a Shareholder, “Group” shall be interpreted to mean the Ultimate Parent of that Shareholder and the Affiliates of that Ultimate Parent (excluding, for the avoidance of doubt, the Company and its Group);

“Group Sale Disposal Deadline”	means the date falling 12 months after the date of the Group Sale ROFO Notice or, if the Group Sale Shareholder reasonably expects, and is able to provide a reasonable basis for such expectation, completion of the sale and purchase of the Non-Group Sale Shareholder’s Shares is likely to occur within three months after such 12 month date and notifies the Non-Group Sale Shareholder of such reasonable expectation before the date falling 11 months and 15 days after the date of the Group Sale ROFO Notice, the date falling 15 months after the date of the Group Sale ROFO Notice;
“Group Sale Notice”	has the meaning set out in <u>clause 15.4(B)</u> (Intermediate holding company transfers);
“Group Sale Purchaser”	has the meaning set out in <u>clause 15.4(E)(i)</u> (Intermediate holding company transfers);
“Group Sale ROFO Completion Deadline”	means the date falling 12 months after the date on which the Group Sale Shareholder accepted the Group Sale ROFO Offer in accordance with <u>clause 15.4(E)</u> or, if the Group Sale Shareholder reasonably expects, and is able to provide a reasonable basis for such expectation, completion of the sale and purchase of the Group Sale ROFO Shares is likely to occur within three months after such 12 month date and notifies the Non-Group Sale Shareholder of such reasonable expectation before the date falling 11 months and 15 days after the date on which the Group Sale Shareholder accepted the Group Sale ROFO Offer, the date falling 15 months after the date on which the Group Sale Shareholder accepted the Group Sale ROFO Offer in accordance with <u>clause 15.4(E)</u> ;
“Group Sale ROFO Conditions”	has the meaning set out in <u>clause 15.4(C)(ii)</u> (Intermediate holding company transfers);
“Group Sale ROFO Offer”	has the meaning set out in <u>clause 15.4(C)(ii)</u> (Intermediate holding company transfers);
“Group Sale ROFO Notice”	has the meaning set out in <u>clause 15.4(C)</u> (Intermediate holding company transfers);
“Group Sale ROFO Shares”	has the meaning set out in <u>clause 15.4(C)</u> (Intermediate holding company transfers);
“Group Sale ROFO Terms”	has the meaning set out in <u>clause 15.4(C)(i)</u> (Intermediate holding company transfers);
“Group Sale Shareholder”	has the meaning set out in <u>clause 15.4(B)</u> (Intermediate holding company transfers);

“Hedging Agreement”	means any agreement in respect of an interest rate swap, currency swap, forward foreign exchange transaction, cap, floor or collar (collectively, “Derivative Transactions”), options on Derivative Transactions, any other treasury transaction or any combination of such transactions, entered into with the aim of managing interest rate and currency risk exposure of the Company and its Group, excluding commodity hedging transactions;
“Higher Number”	has the meaning set out in <u>clause 21(C)(iii)</u> (Prescribed Value);
“ICC”	has the meaning set out in <u>clause 42.1</u> (Arbitration);
“IFRS”	means international accounting standards (as defined in Article 2 of Regulation (EC) No. 1606/2002 of the European Parliament and of the Council of 19 July 2002 on the application of international accounting standards), as adopted by the European Union;
“Injunctive Matter”	has the meaning set out in <u>clause 42.2</u> (Arbitration);
“Initial Business Plan”	means the (i) detailed operating budget for the period to 31 March 2018 and (ii) the financial plan for the 48 months subsequent to the period covered by the detailed operating budget, in the Agreed Form and adopted in accordance with <u>clause 2(E)</u> (Establishment of the Company);
“Initiating Shareholder”	has the meaning set out in <u>clause 19.1(A)</u> (IPO Notice);
“IPO Notice”	has the meaning set out in <u>clause 19.1(A)</u> (IPO Notice);
“IPO Principles”	has the meaning set out in <u>clause 19.1(C)</u> (IPO Notice);
“IPO ROFO Offer”	has the meaning set out in <u>clause 19.5(B)(ii)</u> (Post-IPO ROFO);
“IPO ROFO Notice”	has the meaning set out in <u>clause 19.5(B)</u> (Post-IPO ROFO);
“IPO ROFO Terms”	has the meaning set out in <u>clause 19.5(B)(i)</u> (Post-IPO ROFO);
“IPO Tag Notice”	has the meaning set out in <u>clause 19.1(D)</u> (IPO Notice);
“Joint Global Coordinators”	has the meaning set out in <u>clause 19.1(B)</u> (IPO Notice);
“Leverage Ratio”	has the meaning given to the term “Consolidated Net Leverage Ratio” in the Reference Indenture on the basis that Vodafone Libertel B.V. is designated as an Affiliate Proceeds Loan Obligor and all of its subsidiaries are deemed to be Restricted Subsidiaries (as defined in the Reference Indenture);

“Liberty Global Banker”	has the meaning set out in <u>clause 21(C)(i)</u> (Prescribed Value);
“Liberty Global GAAP”	means United States generally accepted accounting principles, as applied by the Liberty Global Shareholder’s Group;
“Liberty Global Pre-Completion Reorganisation”	has the meaning given to the term in the Contribution Agreement;
“Listing Rules”	means the Listing Rules made by the Financial Conduct Authority pursuant to section 73A of the Financial Services and Markets Act 2000;
“Lower Number”	has the meaning set out in <u>clause 21(C)(iii)</u> (Prescribed Value);
“Managing Board”	means the board of Managing Directors (raad van bestuur) of the Company;
“Managing Directors”	means the managing directors (bestuurders) of the Company appointed by the Shareholders pursuant to the Articles of Association;
“MFN Business”	has the meaning set out in <u>clause 25.5</u> (Protective Covenants);
“Non-Defaulting Shareholder”	has the meaning set out in <u>clause 17.3(A)</u> (Cessation of rights);
“Non-Exiting Shareholder”	has the meaning set out in <u>clause 16.1(A)</u> (ROFO);
“Non-Group Sale Shareholder”	has the meaning set out in <u>clause 15.4(B)</u> (Intermediate holding company transfers);
“Non-Triggering Shareholder”	has the meaning set out in <u>clause 17.2(B)</u> (Call option);
“Observers”	has the meaning set out in <u>clause 9.7(A)</u> (Observers);
“Offer Size Recommendation”	has the meaning set out in <u>clause 19.1(D)</u> (IPO Notice);
“Original Holder”	in relation to any Permitted Transferee means the Shareholder who made the transfer of the relevant Shares to the Permitted Transferee or, in the case of a series of transfers between Permitted Transferees, the Shareholder who made the initial transfer of the relevant Shares to a Permitted Transferee, and the relevant Shares means the Shares held by the Permitted Transferee or any Shares from which those Shares are derived or by virtue of which those Shares were acquired;

“Percentage Interest”	in respect of any Shareholder, means X/Y expressed as a percentage, where X equals the number of Shares held by such Shareholder and Y equals the total number of Shares in issue;
“Period A”	has the meaning set out in <u>clause 25.2(B)(ii)</u> (Covenants);
“Period B”	has the meaning set out in <u>clause 25.2(B)(ii)</u> (Covenants);
“Permitted Group Sale Disposal”	means a transfer of shares in a Shareholder or any entity within the chain(s) of entities between the Shareholder and its Ultimate Parent where the Relevant JV Revenue represents less than 10 per cent of the Relevant Holdco Revenue;
“Permitted Indebtedness”	means financial indebtedness of a member of the Company’s Group: (i) arising as a result of the issue by it or a financial institution of a surety or performance bond in relation to the performance by a member of the Company’s Group of its obligations under contracts entered into in the ordinary course of its business (other than for the purpose of raising finance); (ii) arising as a result of any cash pooling arrangements in the ordinary course of the Company’s Group’s banking business to which any member of the Company’s Group is a party; (iii) arising as a liability under a declaration of joint and several liability (<i>hoofdelijke aansprakelijkheid</i>) as referred to in Article 2:403 of the Dutch Civil Code; (iv) comprising any deposits or prepayments received by a member of the Company’s Group from a customer or subscriber for its services; (vi) incurred in connection with any Hedging Agreements;

- (vii) arising under (i) sale and leaseback arrangements or (ii) Vendor Financing Arrangements provided that such arrangements under (i) and (ii) do not result in the breach of the financial covenants contained in the Existing Financial Indebtedness and do not exceed an aggregate amount of €750 million; and provided further that, in each case, the relevant lessor or provider of Vendor Financing Arrangements does not have the benefit of any security interest other than over the assets which are the subject of such Vendor Financing Arrangements and/or sale and leaseback arrangements;
- (viii) which is Existing Financial Indebtedness; or
- (viii) in addition to financial indebtedness permitted by (i) to (viii) above, financial indebtedness in an aggregate amount of €500,000 or less;

“Permitted Security”

means any security interest:

- (i) arising by operation of law or by a contract having a similar effect or under an escrow arrangement required by a trading counterparty of any member of the Company's Group and in each case arising or entered into in the ordinary course of business of the relevant member of the Company's Group;
- (ii) which is a lien arising in the ordinary course of business by operation of law or by way of contract which secures indebtedness under any agreement for the supply of goods or services in respect of which payment is not deferred for more than 180 days (or 360 days if such deferral is in accordance with the terms pursuant to which the relevant goods were acquired or services were provided) after the relevant goods were or are to be acquired or the relevant services were or are to be supplied, or after the relevant invoice date;

- (iii) arising in respect of any right of set-off, netting arrangement, title transfer or title retention arrangement which: (A) arises in the ordinary course of business and/or by operation of law; (B) is entered into by any member of the Company's Group in the normal course of its banking arrangements for the purpose of netting debit and credit balances on bank accounts of members of the Company's Group operated on a net balance basis (and any security interests over bank accounts granted in connection therewith); (C) arises in respect of netting or set-off arrangements contained in any Hedging Agreement; (D) is entered into by any member of the Company's Group on terms which are generally no worse than the counterparty's standard or usual terms and entered into in the ordinary course of business of the relevant member of the Company's Group; or (E) which is a retention of title arrangement with respect to customer premises equipment in favour of a supplier (or its affiliate), provided that the title is only retained to individual items of customer premises equipment in respect of which the purchase price has not been paid in full;
- (iv) arising from any Finance Lease, sale and leaseback arrangements or Vendor Financing Arrangements constituting Permitted Indebtedness;
- (v) constituted by a rent deposit deed entered into on arm's length commercial terms and in the ordinary course of business securing the obligations of a member of the Company's Group in relation to property leased to a member of the Company's Group;

- (vi) over cash deposited as security for the obligations of a member of the Company's Group in respect of a performance bond, guarantee, standby letter of credit or similar facility entered into in the ordinary course of business of the Company's Group;
- (vii) arising under or in connection with agreements entered into in the ordinary course of business relating to (i) network leases or (ii) the leasing of (A) building; (B) cars; and (C) other operational or other equipment;
- (viii) arising under clause 24 or clause 25 of the general terms and conditions (*algemene bankvoorwaarden*) of any member of the Dutch Bankers' Association (*Nederlandse Vereniging van Banken*) or any similar term applied by a financial institution in The Netherlands pursuant to its general terms and conditions;
- (ix) any security interests, including any netting or set-off, arising by operation of law as a result of the existence of a fiscal unity for Dutch tax purposes (*fiscale eenheid*) or analogous arrangement in any other jurisdiction, in each case, of which a member of the Company's Group is or has been a member;
- (x) imposed by any taxation or governmental authority in respect of amounts which are being contested in good faith and not yet payable and for which adequate reserves have been set aside in the accounts of the member of the Company's Group in respect of the same in accordance with the Accounting Policies; or
- (xi) in addition to security interests permitted by (i) to (ix) above, any security in respect of assets with an aggregate value of €500,000 or less;

“Permitted Transfer”

means a transfer of Shares or Shareholder Loans in accordance with clause 15.1 (Transfers to Wholly-owned Affiliates);

“Permitted Transferee”

means a body corporate to whom Shares and/or Shareholder Loans have been transferred under clause 15.1 (Transfers to Wholly-owned Affiliates);

“Post-Completion Period”	has the meaning set out in <u>clause 26.1</u> (Tax Matters);
“Pre-contractual Statement”	has the meaning set out in <u>clause 33.4</u> (Meaning of Pre-contractual Statement);
“Prescribed Value”	in relation to any Shares, means the value of those Shares determined in accordance with <u>clause 21</u> (Prescribed Value);
“Principal Shareholder”	has the meaning set out in <u>clause 15.8(A)</u> (Shareholders within the same Group);
“Qualifying Competing Business”	means a Competing Business where the consolidated revenue of such Competing Business for the last completed financial year represents less than 33 per cent of the consolidated revenue of the Acquired Business for the last completed financial year, in each case, as derived from the relevant audited accounts;
“Qualifying Group Sale Disposal”	means a transfer of shares in a Shareholder or any entity within the chain(s) of entities between the Shareholder and its Ultimate Parent where the Relevant JV Revenue represents 10 per cent or more but less than 25 per cent of the Relevant Holdco Revenue;
“Quarterly Accounting Period”	means (i) the period commencing on 1 January in any year and ending on 31 March in the same year, (ii) the period commencing on 1 April in any year and ending on 30 June in the same year, (iii) the period commencing on 1 July in any year and ending on 30 September in the same year and (iv) the period commencing on 1 October in any year and ending on 31 December in the same year or such other quarterly accounting period as may be adopted by the Company in accordance with <u>clause 4</u> (Reserved Matters);
“Ratings Agency”	means an internationally recognised ratings agency which provides a solicited rating of the financial indebtedness of the Company's Group owed to any third party;
“RCF Banks”	means any bank providing a revolving commitment to the Company's Group pursuant to its revolving credit facility from time to time;
“Recapitalisation”	has the meaning set out in <u>clause 13.4</u> (Target Leverage Ratio);
“Receiving Shareholder”	has the meaning set out in <u>clause 19.1(A)</u> (IPO Notice);
“Reference Indenture”	the indenture dated 29 January 2015 between Ziggo Bond Finance B.V., Deutsche Trustee Company Limited, as trustee, and Deutsche Trustee Company Limited, as security trustee, relating to the \$400,000,000 5% per cent Senior Notes due 2025 and €400,000,000 4% per cent Senior Notes due 2025 or such other indenture as may be agreed by the Shareholders;

“Refinancing”	has the meaning set out in <u>clause 13.5</u> (Target Leverage Ratio);
“Relevant Holdco Revenue”	means, in relation to a Permitted Group Sale Disposal or a Qualifying Group Sale Disposal (as applicable), the aggregate proportionate revenue of the entities proposed to be included within such transaction, as derived from the accounts for the last completed financial year;
“Relevant NL Services”	has the meaning set out in <u>clause 25.8</u> (Protective Covenants);
“Relevant JV Revenue”	means 50 per cent of the consolidated revenue of the Company and its Group for the last completed financial year as derived from the latest available audited accounts;
“Relief”	has the meaning set out in <u>clause 26.24(C)</u> (Tax Matters);
“Remaining Shareholder”	has the meaning set out in <u>clause 19.5(A)</u> (Post-IPO ROFO);
“Requisite Approval”	means the approval of: (x) at least two Supervisory Directors nominated and appointed upon the request of the Vodafone Shareholder; and (y) at least two Supervisory Directors nominated and appointed upon the request of the Liberty Global Shareholder on a specific and separate resolution in relation to the relevant Reserved Matter either: (a) at a meeting of the Supervisory Board duly convened in accordance with <u>clause 8</u> (Proceedings of Supervisory Board); or (b) by means of a resolution in writing in accordance with <u>clause 8</u> (Proceedings of Supervisory Board), or, where the provisions of <u>clause 4.5</u> (Shareholder right to step in) apply, the approval of both Shareholders given in general meeting or by way of written resolution signed by both Shareholders (and, in all cases, an approval complying with the above requirements that ratifies an earlier action may also constitute a “Requisite Approval”);
“Requisite Majority”	has the meaning set out in <u>clause 8.4(A)</u> (Voting at Supervisory Board Meetings);
“Reserved Matters”	has the meaning set out in <u>clause 4.2(A)</u> (Reserved Matters);
“Restricted Business”	has the meaning set out in <u>clause 25</u> (Protective Covenants);
“Revised Brand Licence Offer”	means an offer setting out all the terms and conditions on which the relevant member of the Vodafone Shareholder’s Group is willing to license the use of the Vodafone brand to the Company or a member of its Group, in a form capable of acceptance by the Company or a member of its Group;

“Roaming Services Business”	means the business provided by Vodafone Roaming Services S.à r.l (“ VRS ”), being roaming services (and/or any related services) provided to mobile network operators and/or mobile virtual network operators and/or resellers. Such VRS services include (without limitation) services to allow Vodafone (and/or its customers’) users to roam outside of the Netherlands, and to allow users situated outside of the Netherlands to roam within the Netherlands;
“ROFO Completion Deadline”	means the date falling 12 months after the date on which the Exiting Shareholder accepted the ROFO Offer in accordance with <u>clause 16.1(D)</u> or, if the Exiting Shareholder reasonably expects, and is able to provide a reasonable basis for such expectation, completion of the sale and purchase of the ROFO Shares is likely to occur within three months after such 12 month date and notifies the Non-Exiting Shareholder of such reasonable expectation before the date falling 11 months and 15 days after the date on which the Exiting Shareholder accepted the ROFO Offer, the date falling 15 months after the date on which the Exiting Shareholder accepted the ROFO Offer in accordance with <u>clause 16.1(D)</u> ;
“ROFO Conditions”	has the meaning set out in <u>clause 16.1(B)(ii)</u> (ROFO);
“ROFO Notice”	has the meaning set out in <u>clause 16.1(B)</u> (ROFO);
“ROFO Offer”	has the meaning set out in <u>clause 16.1(B)(ii)</u> (ROFO);
“ROFO Shares”	has the meaning set out in <u>clause 16.1(B)</u> (ROFO);
“ROFO Terms”	has the meaning set out in <u>clause 16.1(B)(i)</u> (ROFO);
“Roll-over Revaluation Event”	has the meaning given to the term in the Tax Covenant;
“Rules”	has the meaning set out in <u>clause 42.1</u> (Arbitration);
“Sale Notice”	has the meaning set out in <u>clause 19.5(A)</u> (Post-IPO ROFO);
“Sale Shares”	has the meaning set out in <u>clause 19.5(A)</u> (Post-IPO ROFO);
“SEC”	means the US Securities and Exchange Commission;
“Secondary Shareholder”	has the meaning set out in <u>clause 15.8(A)</u> ;
“Secondary Liability Claim”	has the meaning set out in <u>clause 26.24(D)</u> (Tax Matters);

“Selling Shareholder”	has the meaning set out in <u>clause 19.5(A)</u> (Post-IPO ROFO);
“Share VWAP”	means the volume weighted average share price of a share of the Ultimate Parent of a Shareholder calculated over the 20 trading days prior to the relevant date, translated into Euro at the mean average of the daily Exchange Rates over the same period;
“Shareholder Dispute Matter”	means: (i) any proposed or actual legal proceedings by any Shareholder Dispute Party against the Company (or any member of its Group) or vice versa; or (ii) any matter relating to the determination of a dispute under, exercising rights under, or breach or alleged breach of, any agreement or other arrangement between the Company (or a member of its Group) and a Shareholder Dispute Party, but excluding any matter referred to the Supervisory Board in accordance with clause 5.9 of the Brand Licence Agreement;
“Shareholder Dispute Matter Notice”	has the meaning set out in <u>clause 40(A)</u> (Shareholder Dispute Matter);
“Shareholder Dispute Party”	has the meaning set out in <u>clause 8.7(A)</u> (Supervisory Directors’ interests);
“Shareholder Loan”	means any loan (not including credit in the ordinary course of trading) from any Shareholder (or any member of that Shareholder’s Group) to the Company (or any member of the Company’s Group);
“Shareholders”	means a holder of Shares from time to time;
“Shares”	means ordinary shares in the capital of the Company;
“Specified Shares”	has the meaning set out in <u>clause 17.2(B)</u> (Call option);
“Spin-off Disposal”	means a demerger or spin off (effected by a solvent reconstruction or otherwise) of a Shareholder’s Ultimate Parent’s entire European operations carrying on a business similar to that of the Company’s Group involving the transfer or distribution of shares in any entity within the chain(s) of entities between the Shareholder and its Ultimate Parent on a pro rata basis to the shareholders of the Ultimate Parent;
“Supervisory Board”	means the board of Supervisory Directors (<i>raad van commissarissen</i>) of the Company;

“Supervisory Director”	means a supervisory director (<i>commissaris</i>) of the Company nominated and appointed pursuant to <u>clause 6.1</u> (Appointment and removal of Supervisory Directors) and unless otherwise stated includes the duly appointed Alternate of such a supervisory director;
“Target Leverage Ratio”	has the meaning set out in <u>clause 13.2</u> (Target Leverage Ratio);
“Tax”	means all taxes, levies, duties, contributions, imposts and any charges, deductions or withholdings in the nature of tax, whether direct or indirect, including without limitation taxes on gross or net income, profits or gains, (real estate) transfers, transactions, and taxes on receipts, sales, use, occupation, development, exports, customs, environment, premium, franchise, wage, employment (including social security contributions and any other payroll taxes), asset values, turnover, value added, real estate and personal property and any payment that the relevant person may be or become bound to make to any person as a result of the discharge by that person of any tax that the relevant person has failed to discharge, together with all penalties, charges and interest relating to any of them or to any failure to file any return required for the purposes of any of them or to any incorrect return for any of them, regardless of whether any such taxes, levies, duties, contributions, imposts, charges, deductions, withholdings, penalties and interest are chargeable directly or primarily against or attributable directly or primarily to the relevant person or any other person and of whether any amount in respect of any of them is recoverable from any other person;
“Tax Authority”	means any authority responsible for the collection or management of any Tax;
“Tax Covenant”	has the meaning given to it in the Contribution Agreement;
“Third Banker”	has the meaning set out in <u>clause 21(C)(i)</u> (Prescribed Value);
“Third Number”	has the meaning set out in <u>clause 21(C)(v)(a)</u> (Prescribed Value);
“Triggering Shareholder”	has the meaning set out in <u>clause 17.2(A)</u> (Call option);

“Ultimate Parent”	in relation to a Shareholder means the person (if any) which is not itself subject to Control but which has Control of that Shareholder, either directly or through a chain of persons each of which has Control over the next person in the chain, being, as at the date of this agreement, Liberty Global plc (in the case of the Liberty Global Shareholder) and Vodafone Group Plc (in the case of the Vodafone Shareholder);
“US GAAP”	means United States generally accepted accounting principles;
“Vendor Financing Arrangements”	means any arrangement, contractual or otherwise, pursuant to which credit or other financing is provided, arranged or facilitated by a supplier (or any of its Affiliates) of assets (including equipment) and/or related services to a member of the Company’s Group in connection with such supply of assets and/or services;
“Vodafone Banker”	has the meaning set out in <u>clause 21(C)(i)</u> (Prescribed Value);
“Vodafone IFRS”	means IFRS as applied by the Vodafone Shareholder’s Group;
“Vodafone Global Enterprise (VGE) Business”	means the business of providing telecommunication services and ancillary services to the multinational customers (and their subsidiaries) who are listed on the VGE accounts list from time to time, such list being the list applied to all members of the Vodafone Shareholder’s Group;
“Wholly-owned Affiliate”	in relation to any body corporate, means any wholly-owned subsidiary of that body corporate at the relevant time and any other body corporate (“ Parent ”) of which that body corporate is a wholly-owned subsidiary or which is another wholly-owned subsidiary of that Parent, and a body corporate is a wholly-owned subsidiary of another body corporate if no person has any interest in its shares except that other body corporate and each of that other body corporate’s wholly-owned subsidiaries;
“Working Hours”	means 9.00 a.m. to 5.00 p.m. on a Business Day; and
“Ziggo Commitments”	means the undertakings given by the Ultimate Parent of the Liberty Global Shareholder to the European Commission in connection with the acquisition of Ziggo, the public version of which published by the European Commission are set out in <u>Schedule 2 (Ziggo Commitments)</u> .

1.2 Interpretation

In construing this agreement, unless otherwise specified:

- (A) references to clauses, sub-clauses and schedules are to clauses and sub-clauses of, and schedules to, this agreement;
- (B) use of any gender includes the other genders;
- (C) references to a “**company**” shall be construed so as to include any corporation or other body corporate, wherever and however incorporated or established;
- (D) references to a “**person**” shall be construed so as to include any individual, firm, company, body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality and including a limited liability partnership);
- (E) references to a “**Shareholder**” shall be construed so as to include any other body corporate in the same Group as the Shareholder, who has been transferred Shares in accordance with this agreement, including, without limitation, for the purpose of determining a Shareholder’s Percentage Interest;
- (F) “**body corporate**” shall have the meaning given in section 1173 Companies Act 2006 and “**wholly-owned subsidiary**” shall have the meaning given in section 1159 Companies Act 2006;
- (G) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted and shall include any subordinate legislation made from time to time under that statute or statutory provision;
- (H) any reference to a “**day**” (including within the phrase “Business Day”) shall mean a period of 24 hours running from midnight to midnight;
- (I) references to Euro or “**€**” are to the single currency of the European Union;
- (J) references to times are to Amsterdam times;
- (K) references to “**indemnifying**” any person against any circumstance shall mean indemnifying and keeping him harmless, on an after-Tax basis, from all actions, claims and proceedings from time to time made against such person and all loss, damage, payments, costs or reasonable expenses suffered made or incurred by such person as a consequence of that circumstance;
- (L) any indemnity or covenant to pay (the “**Payment Obligation**”) given on an “**after-Tax basis**” or expressed to be “**calculated on an after-Tax basis**” means that the amount payable pursuant to such Payment Obligation (the “**Payment**”) shall be calculated in such a manner as will ensure that, after taking into account:
 - (i) any Tax required to be deducted or withheld from the Payment;

(ii) the amount and timing of any additional Tax which becomes payable by the recipient of the Payment as a result of the Payment's being subject to Tax in the hands of the recipient of the Payment; and

(iii) the amount and timing of any Tax benefit which is obtained by the recipient of the Payment to the extent that such Tax benefit is attributable to the matter giving rise to the Payment Obligation or to the receipt of the Payment;

(which amount and timing is to be determined by an independent firm of chartered accountants of international standing as the parties may agree or, failing agreement within five days, as appointed by the Chairman of the Netherlands Institute of Registered Accountants at the shared expense of both parties), the recipient of the Payment is in the same financial position as that in which it would have been if the matter giving rise to the Payment Obligation had not occurred;

- (M) a reference to any other document referred to in this agreement is a reference to that other document as amended, varied, novated or supplemented (other than in breach of the provisions of this agreement) at any time;
- (N) headings and titles are for convenience only and do not affect the interpretation of this agreement;
- (O) a reference to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than England be treated as a reference to any analogous term in that jurisdiction;
- (P) the rule known as the *ejusdem generis* rule shall not apply and accordingly general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- (Q) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;
- (R) use of the singular shall include the plural and vice versa; and
- (S) for the purposes of applying a reference to a monetary sum expressed in Euro, an amount in a different currency shall be deemed to be an amount in Euro translated at the Exchange Rate at the relevant date.

1.3 Schedules

The schedules form part of this agreement and shall have the same force and effect as if expressly set out in the body of this agreement, and any reference to this agreement shall include the schedules.

2. ESTABLISHMENT OF THE COMPANY

On the date of this agreement (unless the same has already been done) the parties will take all such actions as are necessary to cause the following matters:

- (A) the Articles of Association shall be adopted;
- (B) Nick Read, Ahmed Essam and Warren Finegold shall be appointed as Vodafone Supervisory Directors; Charles Bracken, Baptist Coopmans and Diederik Karsten shall be appointed as Liberty Global Supervisory Directors and Jan Pieter Witsen Elias shall be appointed as the secretary of the Company, each in accordance with the Articles of Association;
- (C) the following appointments shall be made in respect of the Company:
 - (i) Jeroen Hoencamp shall be appointed as Managing Director and CEO;
 - (ii) Ritchy Drost shall be appointed as Managing Director and CFO;
 - (iii) Eben Albertyn shall be appointed as the CTO;
 - (iv) Marcel de Groot shall be appointed as the Head of Consumer Business;
 - (v) John van Vianen shall be appointed as the Head of Enterprise Business;
 - (vi) Anja Maassen van den Brink shall be appointed as the Head of Human Resources; and
 - (vii) Barbara Jongerden shall be appointed as the General Counsel;
- (D) the accounting reference date of the Company shall be 31 December in each year;

- (E) KPMG shall be appointed as auditors of the Company, unless the Shareholders agree otherwise;
- (F) the Initial Business Plan shall be adopted;

(G) the Accounting Policies shall be adopted for the purposes of statutory reporting; and

(H) board regulations for the Supervisory Board shall be adopted.

3. BUSINESS OF THE COMPANY

The business of the Company shall be to establish and conduct the Restricted Business.

4. RESERVED MATTERS

4.1 Requirement for approval

- (A) None of the Reserved Matters listed below shall be taken by the Company or any member of its Group, and the Shareholders shall not vote in favour of any resolution in respect of any such actions, without Requisite Approval.
- (B) The Company and its Group shall not enter into, vary, terminate or renew any transaction of the Company or any member of its Group with (i) a Shareholder or (ii) any member of such Shareholder's Group or (iii) any director or officer of any Shareholder or of any member of such Shareholder's Group, and the Shareholder shall not vote in favour of any resolution in respect of any such transaction, without the prior written approval of the other Shareholder, other than:
 - (i) any contract or agreement with an annual contract value not exceeding €1 million, provided that in any Accounting Period the aggregate value of all such contracts or agreements does not exceed €5 million provided that in each case such contracts or agreements are on arm's length terms and in the ordinary course of trading;
 - (ii) any such transaction involving the making or disposal of any investments, the acquisition or disposal of any assets or any similar or analogous transactions, with an aggregate value (including assumed liabilities) of less than €5 million; or
 - (iii) a transaction pursuant to an Ancillary Agreement.

4.2 Reserved Matters

- (A) The "**Reserved Matters**" are:
 - (i) any amendment to the Articles of Association;
 - (ii) any change to the rights attaching to any class of shares in the Company which are not set out in the Articles of Association;
 - (iii) the consolidation, sub-division, conversion or cancellation of any share capital (or share premium or other reserve) of the Company (except in accordance with clause 11 (Dividend Policy) or clause 13 (Target Leverage Ratio));
 - (iv) the issue or allotment of any share capital of the Company or the creation of any option or right to subscribe or acquire, or convert any security into, any share capital of the Company;
 - (v) any reduction of the share capital of the Company (except in accordance with clause 11 (Dividend Policy) or clause 13 (Target Leverage Ratio));
 - (vi) the purchase or redemption of any share capital of the Company;
 - (vii) any application for the listing of any shares or other securities of the Company on any regulated market or for permission for dealings in any shares or other securities of the Company on any securities market other than an application made in accordance with clause 19 (IPO) or in connection with any indebtedness incurred in accordance with clause 13 (Target Leverage Ratio);
 - (viii) any change to the name or key brands or branding strategy of the Business (including any decision to cease using the Ziggo or Vodafone brands), or any step to implement any such change;
 - (ix) any redomiciliation or migration of the Company to a jurisdiction outside of The Netherlands;
 - (x) any resolution to wind up (*ontbinden*) the Company;
 - (xi) any resolution to merge (*fuseren*) or demerge (*splitsen*) the Company;
 - (xii) the filing of a petition for winding up by the Company or the making of any arrangement with creditors generally (*akkoord*) or any application for an administration order (*surséance van betaling*) or for the appointment of a receiver (*curator*) or administrator (*bewindvoerder*);

- (xiii)the repayment of capital or assets of the Company to shareholders;
- (xiv)the commencement or settlement in any jurisdiction of material legal or arbitration proceedings other than routine debt collection which involve or might involve an amount (including related costs) in excess of €1 million, other than in connection with any Shareholder Dispute Matter;
- (xv)the acquisition or disposal of, or the acquisition, grant of any option or right of pre-emption in respect of, all or part of the issued share capital of a body corporate or of a business as a going concern where the value of the share capital or business is more than €1 million;
- (xvi)provided the relevant matter does not fall within clause 4.2(A)(xv) above, making any investment, or the liquidation of any investment made by the Company, in both cases where the value of the investment is in excess of €1 million, in any other person or business;
- (xvii)provided the relevant matter does not fall within clause 4.2(A)(xv) above, any acquisition, or the acquisition of any option or right of pre-emption in respect of, any asset or a collection of assets with a transaction value in excess of €1 million, whether by a single transaction or a series of related transactions other than on arms' length commercial terms and in the ordinary course of trading;
- (xviii)provided the relevant matter does not fall within clause 4.2(A)(xv) above, the disposal of, or the grant of any option or right of pre-emption in respect of, any asset valued in the Company's books at more than €1 million other than on arms' length commercial terms and in the ordinary course of trading;
- (xix)making any acquisition or disposal (including any grant of any licence) of or relating to any intellectual property rights that are material to the conduct of the Company's business;
- (xx)the declaration or payment of any dividend or the declaration or making of any other distribution or the passing of any resolution to retain or allocate profits below the level specified in, or not otherwise in accordance with, the provisions of clause 11 (Dividend Policy);
- (xxi)any material change to the accounting policies (whether IFRS or US GAAP) or tax policies of the Company other than where such changes are as a result of, or equivalent to, changes made to Vodafone IFRS or Liberty Global GAAP (as applicable);
- (xxii)any material change to the policies adopted by the Company in accordance with clause 7.4 (Company policies);
- (xxiii)any change of the auditors, the Accounting Period or the Quarterly Accounting Period of the Company;
- (xxiv)the raising of any financial indebtedness or the variation or termination of any agreement for the raising of any such indebtedness (including, without limitation, early repayment) other than (a) by way of trade credit on normal commercial terms and in the ordinary course of the Business or as otherwise permitted under this agreement, (b) any Permitted Indebtedness, or (c) in connection with any indebtedness incurred in accordance with clause 13 (Target Leverage Ratio) (including associated derivative transactions and parallel debt obligations);
- (xxv)the creation or redemption of any mortgage, charge, debenture, pledge, lien or other encumbrance or security interest over any of the assets, property, undertaking or uncalled share capital of the Company other than any Permitted Security, Permitted Indebtedness or in connection with any indebtedness incurred in accordance with clause 13 (Target Leverage Ratio);
- (xxvi)the adoption of any new Business Plan or any amendment to any current Business Plan, or the approval or ratification of any departure from the current Business Plan involving additional expenditure, a reduction in expenditure or the re-allocation of expenditure in any Accounting Period exceeding, in each case, €25 million or any change to the strategy set out in the current Business Plan;
- (xxvii)the entry by the Company into any agreement involving:
 - (a)the making of payments, or the assumption of obligations or liabilities (including contingent liabilities), by the Company in excess of €5 million in aggregate, or €5 million per annum; or
 - (b)the assumption of unlimited liability;
- (xxviii)the entering into (or the amendment, variation or termination of) any partnership, joint venture or profit-sharing agreement other than any arrangements entered into in the ordinary course of trading;
- (xxix)subject to clause 7 (Executive Management), adopting or varying the material terms and conditions of employment of any employee appointed to the position of CEO, CFO or CTO;
- (xxx)subject to clause 7 (Executive Management), adopting or varying in any material respect the Company Group's policies in respect of employees' remuneration, employment terms or pension schemes;

(xxxi) materially changing the nature or scope of the Business;

(xxxii) ceasing to carry on the business of production, ownership and licensing of sports channels;

(xxxiii) the repayment of any principal and/or interest in respect of any Shareholder Loan other than (i) in accordance with its terms or (ii) *pro rata* in respect of all outstanding Shareholder Loans;

(xxxiv) any change to the Tax residence of the Company or any member of the Company's Group;

(xxxv) any change to the structure of the Company and/or any member of the Company's Group or any other action or decision not to take action (including the entering into a merger, demerger, liquidation or reorganisation, the disposal of shares, the granting of option rights or pledges or other similar rights, any other transfer of a beneficial interest in or voting rights with respect to shares or the change of statutory book years) that could result in (i) the Company and/or any member of the Company's Group being separated from a Fiscal Unity at any point in time during the 3 year period starting on Completion and/or (ii) the application of the rule laid down in Article 15ai of the Dutch Corporate Income Tax Act (Wet op de vennootschapsbelasting 1969) (as amended or replaced) at any point in time on or after Completion to the extent that the application of that rule is connected with a Roll-over Revaluation Event as referred to in the Tax Covenant (including the non-compliance with the conditions in the Decision (as defined in the Tax Covenant) or with any of the steps in the Liberty Global Pre-Completion Reorganisation;

(xxxvi) any change to the structure of the Company or any member of the Company's Group or any other action or decision not to take action that could result in a Dutch real estate transfer tax ("*overdrachtsbelasting*") liability arising in any member of the Company's Group in connection with any transaction entered into by any member of the Company's Group on or before Completion;

(xxxvii) the entry by the Company or any member of the Company's group into any agreement involving the provision of 4G or 5G access to a mobile virtual network operator;

(xxxviii) any offering by the Company or any member of the Company's Group allowing a third party to resell any fixed retail service of the Company and/or to offer its own fixed services directly via the Company's hybrid fibre/co-axial cable network;

(xxxix) the adoption of any material public policy and regulatory position and/or any material change to any material public policy and regulatory position adopted by the Company; and

(xl) the effecting of any of the above matters by any member of the Company's Group (as if references to the Company were to such member).

(B) The Shareholders and the Company agree to use all reasonable endeavours to procure that any body corporate in which the Company has an investment but does not have Control does not effect any of the Reserved Matters listed above (as if references to the Company were to such companies or entities) without the Requisite Approval.

4.3 Effect of approval of a Reserved Matter

If the Requisite Approval has been obtained in relation to any Reserved Matter in accordance with this clause 4, each Shareholder and the Company shall, so far as it is legally able, exercise all voting rights and any other applicable shareholder rights to effect the carrying out of any such action or decision, including as provided in clause 22.1(C).

4.4 Effect of approval of Business Plan

The approval of any Business Plan shall imply and shall be deemed to be an approval of any matter expressly set out (including all material details) in that Business Plan which would require approval in accordance with clause 4.1 (Requirement for approval), but only in respect of matters referred to in clauses 4.2(A)(viii), (xvi), (xvii), (xviii), (xix), (xx), (xxiv), (xxvii), (xxviii), (xxxi) and (xxxiii), and, in the case of matters referred to in clauses 4.2(A)(xvi), (xvii) and (xviii), only where the relevant transaction does not relate to the acquisition or disposal of all or part of the issued share capital of a body corporate or of a business as a going concern.

4.5 Shareholder right to step in

Either Shareholder may, at any time prior to the date of a meeting of the Supervisory Board at which it is proposed to discuss a Reserved Matter or circulation of a written resolution in relation to a Reserved Matter, by giving written notice to the Company (who shall give written notice of the same to each of the Supervisory Directors), require that such Reserved Matter be effected only after the approval of both Shareholders given in general meeting or by way of a written resolution signed by both Shareholders (and not by the approval of the Supervisory Board).

5. DEADLOCK RESOLUTION

- (A) For the purposes of this clause 5, a “**Deadlock**” shall be deemed to have occurred if:
- (i) a proposal is made in respect of any matter contemplated by clause 4 (Reserved Matters) but is not approved in accordance with that clause at two consecutive duly convened meetings of the Supervisory Board (or following the circulation of the relevant resolution in writing on two separate occasions); or
 - (ii) a quorum is not present at two consecutive duly convened meetings of the Supervisory Board by reason of the absence of the Supervisory Directors nominated and appointed upon request of the same Shareholder.
- (B) In the event of a Deadlock either of the Vodafone Shareholder or the Liberty Global Shareholder may, at any time prior to the date falling 20 Business Days after the Deadlock occurs, give written notice to the other and to the Company that it regards a Deadlock as having occurred (“**Deadlock Notice**”) (only one Deadlock Notice may be served in respect of any one proposal or series of related proposals):
- (i) upon receipt of a Deadlock Notice, the Shareholders shall meet and seek to resolve the Deadlock within a reasonable period of time;
 - (ii) if there is no resolution within 20 Business Days of receipt of a Deadlock Notice, the matter shall be referred to the chief executive officer of each Shareholder’s Ultimate Parent and those executives shall meet as soon as reasonably practicable (but in any event no later than 10 Business Days after the expiry of the 20 Business Day period) and use reasonable endeavours to resolve the issue;
 - (iii) if there is no resolution at the meeting referred to in clause 5(B)(ii) (or following any further agreed period), a Shareholder can refer the matter to non-binding mediation within 10 Business Days from the date of the relevant meeting (or the end of any such further agreed period) by giving notice in writing (the “**ADR Notice**”) to the other Shareholder, requesting a mediation. Unless otherwise agreed by the Shareholders, the mediation will be conducted in accordance with the Centre for Effective Dispute Resolution (“**CEDR**”) Model Mediation Procedure and the mediator will be nominated by the CEDR; a copy of the ADR Notice should also be sent to the CEDR; and
 - (iv) if a Deadlock relating to any proposal made in respect of one of the matters referred to in clause 4 (Reserved Matters) is not resolved after applying the above procedure, the proposal shall not proceed and may not be proposed again until at least six months after the above procedure has expired unless both Shareholders agree otherwise.

6. SHAREHOLDER APPOINTMENTS

6.1 Appointment and removal of Supervisory Directors

- (A) Each of the Liberty Global Shareholder and the Vodafone Shareholder shall be entitled, by notice in writing to the Company (with a copy to the other Shareholder), to request the Supervisory Board to nominate for appointment a maximum of three Supervisory Directors from time to time (including with the purpose to fill any vacancy) and the Company shall procure that the Supervisory Board shall prepare nominations for appointment as Supervisory Directors in accordance with such request.
- (B) Each of the Liberty Global Shareholder and the Vodafone Shareholder shall be entitled, by notice in writing to the Company (with a copy to the other Shareholder and the Supervisory Director concerned), to request any Supervisory Director nominated by it to resign from such position and the Company shall procure the resignation of the Supervisory Director concerned in accordance with such request.
- (C) The Liberty Global Shareholder and the Vodafone Shareholder acknowledge the enhanced right of recommendation of the works council(s) of the Company’s Group in respect of the nomination for appointment of one or more Supervisory Directors pursuant to applicable law, and agree, to the extent possible in accordance with applicable law, to procure that such Supervisory Directors shall not be employees of any member of the Group of either Shareholder.

6.2 Indemnity

Any Shareholder which has requested the resignation of a Supervisory Director in accordance with clause 6.1 (Appointment and removal of Supervisory Directors) shall indemnify the other Shareholder and the Company against any claim by any such Supervisory Director who resigned accordingly, whether for compensation for loss of office, wrongful dismissal or otherwise, which arises out of that Supervisory Director ceasing to hold office.

6.3 Chairman

- (A) Each Shareholder shall be entitled, on a rotating basis, by notice in writing to the Company and to the other Shareholder, to appoint one of the Supervisory Directors nominated and appointed upon its request to act as the Chairman.

- (B) Each such appointment shall be for a period of one year, unless otherwise agreed by the Shareholders.
- (C) Prior to the first meeting of the Supervisory Board, the Shareholders shall agree which Shareholder shall appoint the first Chairman. The Shareholder who did not appoint the first Chairman shall appoint the second Chairman, rotating thereafter in the same order.
- (D) If any Chairman ceases to hold that office during his term, the Shareholder which appointed him shall be entitled to appoint another Supervisory Director nominated and appointed upon its request to fill that office for the remainder of the one year term.
- (E) The Chairman shall preside at any Supervisory Directors' meeting and general meeting at which he is present. The Chairman is not to have a casting vote.

6.4 Alternates

- (A) Any Supervisory Director, the Shareholder that nominated for appointment that Supervisory Director or another Supervisory Director nominated for appointment by the same Shareholder may appoint any other Supervisory Director or an Observer to be an alternate Supervisory Director and to attend all meetings of Supervisory Directors and any committee of the Supervisory Board and vote in the Supervisory Director's place, and may at any time dismiss from office any alternate Supervisory Director so appointed, and appoint any other Supervisory Director or an Observer in their place, in circumstances where the Supervisory Director is unable to act. A Supervisory Director shall be considered to be unable to act within the meaning of the preceding sentence in the case of:
 - (i) him having been ill, or the Company not having been able to contact him, in each case for a period of at least fourteen consecutive days (or such other period as determined by the Supervisory Board on the basis of the facts and circumstances at hand);
 - (ii) his suspension;
 - (iii) he has notified the Company in writing that he is unable to act; or
 - (iv) him having declared to have, or the Supervisory Board having established that he has, a conflict of interest.
- (B) An Alternate will be entitled to receive notices of all meetings of Supervisory Directors and all Supervisory Board papers (in his capacity as alternate to the relevant Supervisory Director), and to attend all meetings of Supervisory Directors. An Alternate shall be counted in the quorum for, and shall be entitled to vote as a Supervisory Director at, any such meeting at which the Supervisory Director appointing him is not present and generally to perform all functions of his appointor as a Supervisory Director in the absence of such appointor, including the power to sign any written resolution.
- (C) A person acting as an Alternate shall have one vote at meetings of the Supervisory Board (and its committees) for each Supervisory Director for whom the person acts as Alternate and shall, for the purposes of determining whether a quorum is present, be counted as one person for each Supervisory Director for whom the person acts as Alternate. For the avoidance of doubt, if a Supervisory Director is also acting as an Alternate, then that Supervisory Director shall have an additional vote for each Supervisory Director that he is also acting as Alternate for.
- (D) Upon a Supervisory Director ceasing to hold office any Alternates appointed by him or on his behalf shall cease to function in that role.

6.5 Exercise of Shareholder rights

Each Shareholder shall, so far as it is legally able, exercise its rights in relation to the Company to vote in favour of the appointment, removal or replacement of a Supervisory Director nominated or requested to resign in accordance with clause 6.1 (Appointment and removal of Supervisory Directors), as soon as reasonably practicable after such nomination or request to resign has been made, and to procure that no person is appointed as a Supervisory Director other than pursuant to the Vodafone Shareholder's and the Liberty Global Shareholder's rights under clause 6.1 (Appointment and removal of Supervisory Directors) and the enhanced right of recommendation of the works council(s) of the Company's Group in respect of the nomination for appointment of one or more Supervisory Directors pursuant to applicable law.

7. EXECUTIVE MANAGEMENT

7.1 CEO, CFO and CTO

- (A) The parties acknowledge and agree that the initial CEO, CFO and CTO have each been appointed by the Shareholders as referred to in clause 2(C) (Establishment of the Company).
- (B) Either Shareholder may at any time by giving written notice to the other Shareholder and the Company require the dismissal from the Company of any of the CEO, CFO or CTO and upon receipt of such notice the Company shall effect the same as soon as reasonably practicable, provided that a Shareholder may not give notice in respect of each such position more frequently than once in any period of 12 months.

- (C) If for any reason the position of CEO, CFO or CTO becomes vacant, the appointment of any subsequent CEO, CFO or CTO (as applicable) shall require the approval of both Shareholders.
- (D) If the position of CEO is vacant, unless agreed otherwise by the Shareholders, the CFO will assume the role of interim CEO until another CEO is appointed in accordance with clause 7.1(C).

7.2 Executive Management

- (A) The parties acknowledge and agree that the initial Head of Consumer Business, Head of Enterprise Business, Head of Human Resources and General Counsel have each been appointed as referred to in clause 2(C) (Establishment of the Company) with such formal titles as may be determined by the Supervisory Board.
- (B) Subject to clause 7.2(D) below, the appointment and dismissal of the members of the Executive Management (other than the CFO, CTO and, for the avoidance of doubt, the CEO) shall be a matter for the CEO. If the position of any member of the Executive Management team becomes vacant, the CEO shall be entitled to make any such appointment from any employees, officers or directors of any member of the Company's Group or from any other external sources.
- (C) Only the CEO and the CFO shall be Managing Directors. The other members of Executive Management shall not be Managing Directors.
- (D) If any position of the Executive Management or the position of any other employee reporting directly to the CEO becomes vacant within the 12 months from the date of this agreement or if the CEO wishes to remove or replace any member of the Executive Management or remove or replace any other employee reporting directly to the CEO within this 12 month period, the appointment of any person to fill such vacancy or the proposed removal or replacement shall only be made with the prior approval of the Shareholders.

7.3 Operational control and supervisory authority

- (A) Subject to clause 4 (Reserved Matters) and clause 8 (Proceedings of the Supervisory Board) and the Supervisory Board and Shareholders' right to review and provide direction to the Managing Board, the operational control of the Company's Group in accordance with the Business Plan shall be vested in the Managing Board.
- (B) The Supervisory Board shall be responsible for the overall direction and supervision of the Company's Group and the Managing Board shall be responsible for the overall management of the Company's Group, in each case, in accordance with the provisions of this agreement and the Articles of Association and subject always to the fiduciary duties of the Supervisory Directors and Managing Directors, save that neither the Supervisory Board nor the Managing Board shall pass or implement any resolutions in respect of any Reserved Matter unless the Requisite Approval has first been obtained in accordance with clause 4 (Reserved Matters).

7.4 Company policies

To the extent not agreed by the Shareholders prior to the date of this agreement, the Company shall, or shall procure that, appropriate corporate policies and procedures, including, without limitation a bribery and corruption policy, insider dealing policy and data protection and privacy policy, are adopted by the Company's Group. The policies and procedures adopted by the Company's Group should be no less stringent than the equivalent policies adopted by the Shareholders in relation to their respective Groups (unless agreed otherwise by the Shareholders).

8. PROCEEDINGS OF SUPERVISORY BOARD

8.1 Convening Supervisory Board meetings

Any Supervisory Director may call a meeting of the Supervisory Board. The Supervisory Board shall hold meetings in The Netherlands and, unless both Shareholders agree to a lesser number of meetings in an Accounting Period, meetings shall be held at least six times in each Accounting Period.

8.2 Notice of Supervisory Board's meetings

At least five Business Days' notice of each meeting of the Supervisory Board shall be given to each Supervisory Director entitled to attend and the notice shall be accompanied by an agenda and a board paper setting out in such reasonable detail as may be practicable in the circumstances the subject matter of the meeting. A shorter period of notice may be given with the consent and presence of at least two Supervisory Directors nominated and appointed upon request of each Shareholder.

8.3 Quorum at Supervisory Board meetings

- (A) A quorum shall exist at any Supervisory Board meeting if at least two Supervisory Directors nominated by each Shareholder are present or represented by an Alternate.
- (B) If a quorum is not present at a meeting of the Supervisory Board, such meeting shall be adjourned. The requirements in relation to notice, quorum, consent to short notice and adjournment for an initial Supervisory Board meeting shall apply to an adjourned

meeting.

- (C) If a quorum is not present at a meeting which has been adjourned on one occasion, such meeting shall be further adjourned. At least two Business Days' notice shall be given to all Supervisory Directors of the further adjourned meeting. At the further adjourned meeting, a quorum shall exist with respect to those matters on the agenda which were not disposed of at the original meeting or the first adjourned meeting if any two or more Supervisory Directors are present or represented by an Alternate.
- (D) Nothing in this clause 8.3 shall affect the rights and obligations of the Shareholders under clause 4 (Reserved Matters).

8.4 Voting at Supervisory Board meetings

- (A) Resolutions of the Supervisory Board shall be decided by a two-thirds majority vote of all votes cast by the Supervisory Directors present or represented by an Alternate including the vote of at least two of the Supervisory Directors nominated and appointed upon request of each Shareholder (the "**Requisite Majority**") and each Supervisory Director present or represented by an Alternate shall have one vote.
- (B) For resolutions of the Supervisory Board proposed in accordance with clause 8.4(A), in the event that a Supervisory Director is not in attendance and has not appointed an Alternate to vote, one of the other Supervisory Directors nominated and appointed upon request of the same Shareholder may cast another vote on behalf of the absent Supervisory Director, provided that such Supervisory Director has been granted a power of attorney by the absent Supervisory Director.

8.5 Resolutions in writing

Resolutions of the Supervisory Board may be passed in writing by their circulation to each Supervisory Director (which may be by means of several documents in the like form) and their signature by at least two-thirds of all the Supervisory Directors, including at least two of the Supervisory Directors nominated and appointed upon request of each Shareholder.

8.6 Supervisory Board Committees

The Supervisory Directors shall resolve to form any committees of the Supervisory Board that they deem appropriate and necessary, and adopt terms of reference for any such committees, provided that there is equal representation of each Shareholder on any such committee.

8.7 Supervisory Directors' interests

- (A) A Supervisory Director shall be excluded from the receipt of information, the participation in discussion and/or making of decisions (whether at meetings of the Supervisory Board or otherwise) and shall not be counted in the quorum (nor shall his presence be required in order to constitute a quorum if it would otherwise be required under this agreement), nor shall he be entitled to vote, in respect of any Shareholder Dispute Matter involving the Shareholder upon whose request he is nominated and appointed or any of member of its Group (each a "**Shareholder Dispute Party**" in relation to that Supervisory Director).
- (B) Except in respect of a Shareholder Dispute Matter and subject where applicable to disclosure in accordance with applicable law or the Articles of Association and subject to any terms imposed by the Supervisory Directors in relation to conflict situations, a Supervisory Director shall be counted in the quorum and be entitled to vote at a meeting of the Supervisory Board on any resolution in respect of any matter, contract or proposed contract in which he is interested directly or indirectly. For the avoidance of doubt, the fact that a Supervisory Director has been nominated and appointed by a Shareholder shall not, of itself, constitute a conflict of interest.
- (C) Subject to clause 8.7(D) and clause 40 (Shareholder Dispute Matter), any decisions, actions or negotiations to be taken or conducted by the Company in relation to a Shareholder Dispute Matter shall be the responsibility of the Managing Board but subject to the supervision of those Supervisory Directors that are entitled, in accordance with this agreement, to count in the quorum and not those Supervisory Directors who are not entitled to count in the quorum.
- (D) No material decision, action or negotiation shall be taken or conducted by the Company in relation to a Shareholder Dispute Matter without the approval of a simple majority of those Supervisory Directors who are authorised to supervise such decisions and actions in accordance with clause 8.7(C) subject to their fiduciary duties to the Company.

8.8 Supervisory Directors' conflicts

If any Supervisory Director believes that his fiduciary duties to the Company may conflict with his obligations to the Shareholder upon whose request he is nominated and appointed, such Supervisory Director shall be entitled to withdraw from the receipt of information, the participation in discussion and/or the making of decisions (whether at meetings of the directors or otherwise), in which case such decision (including in relation to any Reserved Matter) shall, subject to applicable law or regulation, be referred to the Shareholders for a decision either through written resolution or at a general meeting of the Shareholders.

8.9 Participation arrangements

Any one or more Supervisory Directors or Alternates may participate in and vote at Supervisory Board meetings by means of a conference telephone, video feed or any communication equipment which allows all persons participating in the meeting to communicate

to the others any information or opinions they have on any particular item of business of the meeting. Any Supervisory Director or Alternate so participating in a meeting shall be deemed to be present in person and shall count towards the quorum.

8.10 Remuneration of Supervisory Directors

The Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that the Company shall reimburse each Shareholder for all reasonable travelling, accommodation and other expenses reasonably incurred by any Supervisory Director nominated and appointed upon its request in attending meetings of the Supervisory Board or otherwise in connection with his functions as a Supervisory Director.

9. ACCESS TO INFORMATION AND ACCOUNTS

9.1 Provision of information by the Company

(A) Subject to clause 9.1(B), the Company shall provide each Shareholder with access to and copies of such information and records of the Company and the members of its Group and their employees as that Shareholder may reasonably request from time to time including, without limitation:

- (i) in relation to the compliance by a Shareholder or any other member of its Group with any reporting obligation if and to the extent required by any securities exchange or regulatory or governmental body to which that party is subject or submits (including NASDAQ, the SEC (including Regulation S-X), the London Stock Exchange and the UK Financial Conduct Authority), wherever situated and whether or not the requirement for information has force of the law;
- (ii) copies of all papers circulated to the Managing or Supervisory Board or tabled at meetings of the Managing or Supervisory Board;
- (iii) copies of all reports provided by the Company to its lenders or to lenders of any other member of its Group;
- (iv) details of any threatened or pending dispute in relation to the Company or any other member of its Group;
- (v) in connection with the preparation and filing of (i) the audited or statutory accounts, and (ii) the Tax returns (or other Tax filings or correspondence with a Tax Authority) in relation to any jurisdiction in which such returns or filings are required to be made, in either case, of that Shareholder, that Shareholder's Ultimate Parent and any entity within their respective Groups;
- (vi) information and documents necessary or desirable to enable the Shareholders to give proper consideration over a reasonable period to any proposed transaction or matter on which their approval or consent is sought or required under the terms of this agreement;
- (vii) information required in order for a Shareholder's Ultimate Parent to satisfy the due diligence and other information requests made in connection with (i) any merger or acquisition or (ii) its public debt and other financing documents or to satisfy reasonable information requests from lenders to the Shareholder's Ultimate Parent or any entity within its Group; and
- (viii) information about all material developments affecting the business of the Company or its Group.

(B) The Company shall not provide a Shareholder with access to or copies of information and records of the Company and of the members of its Group to the extent that such information and records:

- (i) include Confidential Information relating to the other Shareholder or any member of its Group dating from any time prior to the date of this agreement without the written consent of such other Shareholder; or
- (ii) relate to a Shareholder Dispute Matter where the Shareholder Dispute Party is that Shareholder.

9.2 Retention of Records

All records of the Company's Group shall be retained for a period of at least ten years from the end of the year to which such record relates, subject to policies regarding the retention of email, mobile phone and other digital records as may be established from time to time by the Company,

9.3 Access to Records

The Company agrees that it shall, to the extent reasonably practicable, upon being given reasonable notice by a Shareholder, allow such Shareholder, its auditors and professional advisers (each being under an obligation of confidentiality to such Shareholder) reasonable access to inspect, review and make copies of the books, accounting, tax and other records and information held by the Company or any entity within the Company's Group and to any of their employees, officers, advisers or premises during Working Hours.

9.4 Provision of information by Supervisory Directors

Subject to clause 9.1(B), each Supervisory Director is irrevocably authorised by the Company to disclose any information or records belonging to or concerning the Company, any member of its Group or its or their business and assets to any Shareholder upon whose request he is nominated and appointed or any member of such Shareholder's Group, provided that the recipient is under a duty of confidentiality in relation to such information or records.

9.5 Management accounts

The Company will submit:

- (A) a monthly report concurrently to each Shareholder within 5 Business Days of the end of the month (or any shorter period as agreed by the Shareholders) to which it relates showing, inter alia, the consolidated income statement including revenues, operating costs, financing costs, income taxes and other amounts, a consolidated cash flow statement and consolidated balance sheet information of the Company on a monthly, quarterly and year-to-date basis together with a comparison to the Business Plan and the corresponding prior year period, and key performance indicator statistics, to be provided in the format requested by each Shareholder, after reflecting any adjustments or restatements requested by each Shareholder to report the financial information under the Shareholder's accounting policies, but otherwise prepared in accordance with both Liberty Global GAAP and Vodafone IFRS;
- (B) a monthly report concurrently to each Shareholder within 10 Business Days of the end of the month to which it relates describing the status of the implementation of the Company's strategy and major projects as set out in the Business Plan and including updated details of projected capital requirements, forecasts and management information reports (including any quarterly forecasts and monthly trading updates);
- (C) a comprehensive reforecast of the current Accounting Period or calendar year contained within the most recent approved Business Plan:
 - (i) in the case of the Vodafone Shareholder, within 15 Business Days of the end of the fifth month of each Accounting Period and again within 15 Business Days of the end of the ninth month of each Accounting Period; and
 - (ii) in the case of the Liberty Global Shareholder, within 15 Business Days of being requested to do so, provided that the Liberty Global Shareholder shall not be entitled to make such a request more than twice in any period of 12 months; and
- (D) within 15 Business Days following each quarter end of the calendar year and each Quarterly Accounting Period (as applicable), financial reporting packages will be provided to the Shareholders prepared in accordance with both Liberty Global GAAP and Vodafone IFRS that include all information reasonably required by the Shareholders to prepare any required external reports, including, without limitation, the quarterly and annual SEC reports of the Ultimate Parent of the Liberty Global Shareholder and the quarterly trading updates and results announcements of the Ultimate Parent of the Vodafone Shareholder. The financial reporting package shall include, among other matters, an analysis of changes from prior year to current year periods in the detail specified by the Shareholders (to the extent that a Shareholder reports the Company as a separate reportable segment).

9.6 Accounts

- (A) The Company shall provide to each Shareholder:
 - (i) consolidated audited accounts of the Company's Group for each 12 month period ending on 31 December, prepared in accordance with Vodafone IFRS; and
 - (ii) consolidated audited accounts of the Company's Group for each 12 month period ending on 31 December, prepared in accordance with Liberty Global GAAP,

in each case promptly following their approval by the Supervisory Board and no later than two months after the end of the relevant 12 month period unless required to be filed earlier by rules applicable to either Shareholder or a member of its Group, or, to the extent they can be accommodated without undue effort or disruption, by the transactional requirements of either Shareholder or a member of its Group.

- (B) The Shareholders and the Company each agree and acknowledge that the intention of the Shareholders is to hold their investment in the Company on the basis that it is not consolidated onto the balance sheets of their respective audited accounts (whether prepared under Vodafone IFRS or Liberty Global GAAP). In the event of a change of accounting standards or practices that might require one or both Shareholders to consolidate their investment in the Company onto its balance sheet, the Shareholders agree to discuss what changes may be made to avoid such consolidation, provided always that no Shareholder shall be obliged to accept any amendment to any of its rights under this agreement (including in respect of the Reserved Matters or its right to have Supervisory Directors nominated and appointed upon its request) without its consent.

9.7 Observers

- (A) Each Shareholder shall have the right to appoint and dismiss up to three representatives (who shall each be employees of a Shareholder or of any member of its Group) to attend meetings of each of the Supervisory Board and Managing Board and board meetings of each member of the Company's Group, and meetings of their committees, (the "**Observers**"). Each Observer is entitled to speak but not vote or count in the quorum for any such meeting. Each Observer shall have the right to receive notice of

meetings, and to receive the same information, in the same form and at the same time as the relevant directors or members of the relevant committee.

- (B) Before an Observer is appointed by a Shareholder, he or she must enter into a confidentiality undertaking in favour of the Company in the form approved by the Supervisory Directors from time to time and the appointing Shareholder shall procure that the Observer complies with the terms of that confidentiality undertaking.
- (C) The appointment and dismissal of any Observer shall take effect upon delivery of written notice signed by the Shareholder to the Company or presented at any relevant meeting.
- (D) An Observer may appoint one other person (who shall also be an employee of a Shareholder or of any member of its Group) to be their alternate, provided that such alternate has entered into a confidentiality undertaking on the terms described above in clause 9.7(B), and such appointment may be for a specific meeting or for a specific or indefinite duration. If an Observer is replaced or dismissed, any alternate appointed by such Observer shall automatically be dismissed as such.
- (E) The rights of the Observer in clause 9.7(A) shall not apply in respect of any Shareholder Dispute Matter involving the Shareholder who appointed him or any member of its Group.
- (F) If an Observer is, in any way, directly or indirectly, interested in an existing or a proposed transaction or arrangement with the Company, he must declare the nature and extent of that interest to the Supervisory Directors before, in the case of a proposed transaction, the transaction or arrangement is entered into and, provided he has done so, the Observer shall be entitled to attend meetings and receive information relating to that transaction or arrangement.

10. BUSINESS PLANS

10.1 The Company shall procure that the Managing Board, with the assistance of the Executive Management, shall prepare Business Plans which are submitted to the Supervisory Board to replace the existing Business Plan (a “**Draft Revised Business Plan**”) as follows:

- (A) by no later than 60 days prior to the end of each calendar year commencing after Completion, comprising (i) a detailed operating budget for the 15 months comprising the next calendar year and first three months of the subsequent calendar year; and (ii) a financial and strategic plan for the 45 months subsequent to the period covered by the detailed operating budget;
- (B) by no later than 60 days prior to the end of each Accounting Period commencing after Completion, an update of the plan prepared in accordance with paragraph (A) above (if applicable) comprising (i) a detailed operating budget for the 12 months comprising the next Accounting Period; and (ii) a financial and strategic plan for the 48 months subsequent to the period covered by the detailed operating budget;

or in such other format as has been approved in accordance with clause 4 (Reserved Matters)).

10.2 Each Draft Revised Business Plan submitted to the Supervisory Board in accordance with clause 10.1 shall address, but not be limited to, the items and subject matter of the Initial Business Plan.

10.3 Each Draft Revised Business Plan shall be reviewed by the Supervisory Board in conjunction with the Managing Board and the Executive Management and shall be finalised by the Managing Board (taking into account the direction and comments of the Supervisory Board) prior to the start of the period to which it relates. Promptly following such finalisation, the Draft Revised Business Plan shall be approved and (subject to clause 4.2(A)(xxvi) (Reserved Matters)) adopted as the Business Plan by the Supervisory Board in accordance with clause 8 (Proceedings of Supervisory Board). The Supervisory Board shall use reasonable endeavours to approve the Business Plan under clause 10.1(A) prior to the start of the last month of the calendar year and the Business Plan under clause 10.1(B) prior to the start of the last month of the Accounting Period.

10.4 In the event that a Draft Revised Business Plan is not approved and adopted as the Business Plan by the Supervisory Board, the Managing Board will continue to operate the business of the Company in accordance with the most recent approved Business Plan. In the event that the most recent approved Business Plan does not cover the next applicable period under clause 10.1(A) or 10.1(B) (as the case may be), the business of the Company shall be operated in accordance with the most recently approved Business Plan, adjusted to reflect the percentage change in the CPI index (as published by Statistics Netherlands) for the relevant period.

11. DIVIDEND POLICY

11.1 Subject to (i) the availability of unrestricted cash, (ii) the availability of sufficient distributable reserves or Shareholder Loans, if applicable, (iii) the terms of the then existing financing facilities, (iv) maintaining a minimum cash balance of €5 million; and (v) applicable law and regulation (including directors' fiduciary duties), the Company shall, as soon as reasonably practicable following each period of two calendar months, distribute to each Shareholder, in proportion to their respective Percentage Interests, an amount equal to the unrestricted cash on the balance sheet of the Company. The Company shall give notice in writing to the Shareholders, acting jointly, of the amount of unrestricted cash available for distribution as soon as available and the proposed distribution payment date. Distributions shall be made by way of dividend or, if the Shareholders (acting jointly) notify the Company in writing in advance, by way of rateable repayment of any outstanding Shareholder Loans, by way of new upstream loans from the Company to the Shareholders or by way of the proportionate buyback of Shares by the Company.

11.2 The Company shall use all reasonable endeavours to ensure that it is able to declare and pay the distributions payable by the Company

pursuant to clause 11.1 by procuring, so far as it is able to do so, the upstreaming of cash from members of the Company's Group and ensuring that the Company has sufficient distributable reserves to declare such dividends and other distributions. In particular, it shall take such actions as the Supervisory Board considers appropriate to increase the amount of distributable reserves where there might otherwise be a dividend (or distribution) shortfall amount, including by carrying out a reduction of capital of the Company or of a subsidiary of the Company.

11.3 The Company shall instruct its auditors to report on the distributable reserves position of the Company at the same time as they sign their report on the audited accounts.

11.4 The Company shall, so far as it is legally able, procure that (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company, including as provided in clause 22.1(C), to procure that) all resolutions for the declaration or payment of dividends, distributions or other payments required by this clause 11 are duly passed by the relevant members of the Company's Group, the Managing Board and the Supervisory Board (as applicable).

12. FUNDING AND CASH MANAGEMENT

12.1 It is the intention of the Shareholders and the Company that the Company is self-funding and all members of its Group should be capable of financing their activities on a standalone basis.

12.2 No Shareholder shall be obliged or permitted to provide any funding, whether in the form of equity or debt, to the Company by way of subscription for further shares or by way of loans or subscription for loan notes unless both Shareholders agree to provide the funding in proportion to each Shareholder's Percentage Interest and the Shareholders agree in writing on the amount and method of providing the funding.

12.3 No right to subscribe for, or convert any security into, a Share shall be allotted or issued except with the prior consent in writing of each of the Shareholders.

12.4 Cash collected by members of the Company's Group shall be swept to a designated account of the Company or any member of its Group and deposited for periods not exceeding 90 days or for the period until the estimated payment date of the next dividend in accordance with clause 11 (Dividend Policy) (whichever is shorter). Such deposits shall be made with (at the discretion of the CFO of the Company): (a) RCF Banks with a credit rating of BBB+ or better with at least one international credit rating agency; and/or (b) money market funds with a credit rating of AAA with at least one international credit rating agency.

12.5 Shareholder Loans

(A) Each Shareholder Loan shall be on terms such that they do not have an adverse impact on the credit rating of the Company, any member of the Company's Group or of any financial indebtedness of the Company's Group owed to any third party in accordance with the relevant criteria of each Rating Agency as amended from time to time.

(B) If the relevant criteria of any Ratings Agency changes such that the treatment of the Shareholder Loan changes adversely from a credit rating standpoint, the Vodafone Shareholder and the Liberty Global Shareholder shall cooperate with the Company in a commercially reasonable manner to amend the terms of each relevant Shareholder Loan to mitigate, to the greatest extent possible, such adverse credit rating impact.

13. TARGET LEVERAGE RATIO

13.1 It is the intention of the Shareholders that they manage the corporate finance structuring and execution, credit rating, debt investor relations, hedging and covenant monitoring activities of the Company's Group in accordance with this clause 13.

13.2 The Shareholders further agree and the Company acknowledges that the Company's Group shall be managed so as to maintain a Leverage Ratio of between 4.5:1 and 5:1 (inclusive) (the "**Target Leverage Ratio**") and that they intend to cooperate in relation to the matters set out in this clause 13, provided that where the Shareholders do not agree on a particular matter, either Shareholder may require the Company to implement such matter, including a refinancing or recapitalisation of the financial debt of the Company's Group, (and both Shareholders agree to procure that the Company do so), provided that clause 13.6 is complied with in relation to such refinancing or recapitalisation.

13.3 The Shareholders will procure that as part of the quarterly financial reporting package prepared in accordance with clause 9.5 (Management accounts) in respect of a Quarterly Accounting Period, the CFO of the Company (with advice from, and in consultation with, the Shareholders) will determine the Leverage Ratio as at the end of, and with respect to, that Quarterly Accounting Period and shall give written notice of the same, including the underlying calculations and reconciliations, to the Shareholders. Any filing of a covenant certificate or public announcement (including any presentations of the Leverage Ratio in any public or private offering memorandum, information memorandum or prospectus, or in any documents or other materials provided to ratings agencies) of the Leverage Ratio requires prior approval of the Shareholders.

13.4 If the Leverage Ratio as at the end of a Quarterly Accounting Period is less than 4.5:1 and it is reasonably expected that the Company will have sufficient distributable reserves or Shareholder Loans to facilitate any distribution required by clause 13.8 or the parties have agreed to distribute proceeds by way of loan, either Shareholder may give written notice to the other that it intends to organise the implementation by the Company of a recapitalisation of the Company's Group (a "**Recapitalisation**") in order to increase the Leverage Ratio to within the Target Leverage Ratio soon as reasonably practicable.

- 13.5 If at the end of any Quarterly Accounting Period the Company's Group has any outstanding financial debt with a remaining term of less than three years, or the weighted average remaining term of all of its outstanding financial indebtedness is less than six years, either Shareholder may give written notice to the other that it intends to organise the implementation by the Company of a refinancing by the Company's Group (a "**Refinancing**").
- 13.6 Recapitalisations and Refinancings shall be implemented in accordance with the principles set out in Schedule 3 (Treasury Principles), and, for the avoidance of doubt, the Shareholders agree that either of them may require the Company to effect a Recapitalisation or Refinancing (as the case may be) in the circumstances described in clauses 13.4 and 13.5 respectively provided that the relevant financing is organised in accordance with, and raised on terms that are in accordance with, the principles set out in Schedule 3 (Treasury Principles), and the other Shareholder will take all necessary steps to procure that the Company complies with any such requirement.
- 13.7 Notwithstanding the provisions of clause 13.4 and principle (B) of Schedule 3 (Treasury Principles), to the extent not implemented prior to the date of this agreement, the Shareholders agree to implement a Recapitalisation as soon as possible after the date of this agreement in order to increase the Leverage Ratio to 4.99:1, using as a basis the pro forma information (presented under US GAAP and prepared in accordance with the then existing financing facilities of the Company and its Group) of the combined Dutch operations of the Vodafone Shareholder and the Liberty Global Shareholder for the most recently completed two Quarterly Accounting Periods and taking into account as an additional amount of income the Agreed Cost Synergies Amount in the calculation of the Leverage Ratio. The Shareholders further agree that the base case assumption is that such Recapitalisation will be implemented through the issue of new high yield bonds based on terms similar to the Liberty Global NL Group Holding B.V. Group's high yield bonds as at the date of this agreement and that the external legal counsel of Ziggo Group Holding B.V. and its lenders as at the date of this agreement will be engaged to act on such Recapitalisation. The Vodafone Shareholder acknowledges and agrees that the entities comprising the Dutch operations of the Vodafone Shareholder will, if necessary for the purposes of the Recapitalisation, accede as obligors under the relevant financing facilities at or prior to closing of such Recapitalisation.
- 13.8 Upon completion of a Recapitalisation and, subject to the availability of sufficient distributable reserves or Shareholder Loans, if applicable, and applicable law and regulation (including directors' fiduciary duties), the Company shall distribute to each Shareholder, in proportion to their respective Percentage Interests, an amount equal to the net proceeds from such Recapitalisation. Distributions shall be made by way of dividend or, if the Shareholders, acting jointly, notify the Company in writing in advance, by way of rateable repayment of any outstanding Shareholder Loans, by way of new upstream loans from the Company to the Shareholders or by way of a proportionate buyback of Shares by the Company.
- 13.9 The Company shall use all reasonable endeavours to ensure that it is able to distribute to each Shareholder, in proportion to their respective Percentage Interests, an amount equal to the net proceeds from the Recapitalisation by upstreaming cash from members of its Group and ensuring that it has sufficient distributable reserves to make such distributions. In particular, it shall take such actions as the Supervisory Board considers appropriate to increase the amount of distributable reserves for any Quarterly Accounting Period where there might otherwise be a distribution shortfall amount, including by carrying out a reduction of capital of the Company or of a subsidiary of the Company.
- 13.10 The Company shall, so far as it is legally able, procure that (and the Shareholders shall, so far as they are legally able, exercise their rights in relation to the Company to procure that) all resolutions for the declaration or payment of dividends or other distributions consistent with this clause 13 are duly passed by the relevant members of the Company's Group, the Managing Board and the Supervisory Board (as applicable).
- 13.11 The Shareholders shall procure that the Company provides assistance to the Shareholders (or either one of them) in connection with a Recapitalisation or Refinancing, including by providing access to the books and records, documents and employees of the Company and members of its Group, and any information that a Shareholder may reasonably request (including, where applicable, for the purposes of any public or private offering memorandum, information memorandum or prospectus, or in any documents or other materials provided to ratings agencies). The Company will also assist in the marketing of any debt securities including preparation for and attendance of investor and rating agency meetings.
- 13.12 The provisions of this clause 13 shall cease to apply where (i) a ROFO Notice is accepted by the Exiting Shareholder in accordance with clause 16.1(D) and for so long as such sale does not terminate in accordance with clause 16.1(D) and (ii) a Group Sale ROFO Notice is accepted by the Group Sale Shareholder in accordance with clause 15.4(E) and for so long as such sale does not terminate in accordance with clause 15.4(E).

14. RESTRICTIONS ON DEALING WITH SHARES

14.1 Restrictions on disposals

No Disposal of any Share or Shareholder Loan or any legal or beneficial interest in a Share or Shareholder Loan shall be permitted except a transfer of the entire legal and beneficial interest in the Share or Shareholder Loan which is permitted by the other terms of this agreement.

14.2 Lock-in period

No Disposal of Shares or Shareholder Loans shall be permitted prior to the third anniversary of the date of this agreement except in accordance with clause 15.1 (Permitted Transfers) or clause 17.2 (Call option).

14.3 **No partial transfers**

Except in accordance with clause 15.1 (Permitted Transfers) and clause 19 (IPO), no Shares or Shareholder Loans shall be transferred unless all Shares or Shareholder Loans held by the relevant Shareholder and members of its Group are transferred concurrently to the same transferee.

14.4 **Security over Shares**

Each of the Shareholders represents and warrants to the other that no security has been granted over the Shares held by it.

14.5 **Transfer of Shareholder Loans**

Except in connection with a transfer to a Wholly-owned Affiliate pursuant to clause 15.1, no Disposal of Shares shall be permitted to any person unless all the outstanding Shareholder Loans of the transferring Shareholder and each member of its Group are transferred, at par value together with any accrued but unpaid interest, to such person.

15. **PERMITTED TRANSFERS**

15.1 **Transfers to Wholly-owned Affiliates**

Subject to clause 15.2, a Shareholder may transfer any Share or Shareholder Loan to any Wholly-owned Affiliate.

15.2 **Requirements for making a Permitted Transfer**

Prior to making any Permitted Transfer: (i) the transferring Shareholder shall give the other Shareholder at least 5 Business Days' notice of its intention to transfer Shares or Shareholder Loans and (ii) the transferee shall first have entered into (a) a Deed of Adherence in the form set out in Schedule 1 (Form of Deed of Adherence) and/or (b) a Deed of Novation in the form set out in Schedule 4 (Form of Deed of Novation).

15.3 **Permitted Transferee leaving the Group**

A Permitted Transferee shall transfer, in a manner and to a transferee permitted by this agreement, all the Shares and Shareholder Loans held by it before it ceases to be in the same Group as the Principal Shareholder.

15.4 **Intermediate holding company transfers**

- (A) Except in connection with a Permitted Group Sale Disposal, a Qualifying Group Sale Disposal or a Spin-off Disposal, each Shareholder agrees to procure that in respect of itself and any entity within the chain(s) of entities between its Ultimate Parent and the Shareholder (including the Shareholder but not its Ultimate Parent), no transfer or issue of shares shall take place unless (i) following such transfer or issue, at least 90 per cent of the nominal value of the shares of the relevant entity continue to be held directly or indirectly by its Ultimate Parent and (ii) the relevant Shareholder represents and undertakes to the other Shareholder that the person(s) to whom the shares in the relevant entity have been transferred or issued does not have the right to exercise (either directly or indirectly) or otherwise influence the exercise by the Shareholder of its rights in relation to the Company.
- (B) Either Shareholder (a "**Group Sale Shareholder**") may at any time prior to the fourth anniversary of the date of this Agreement serve a written notice (a "**Group Sale Notice**") on the other Shareholder (the "**Non-Group Sale Shareholder**") notifying the Non-Group Sale Shareholder of the intention of its Ultimate Parent to sell all the shares in the Group Sale Shareholder or in any entity within the chain(s) of entities between the Group Sale Shareholder and its Ultimate Parent, but only where such sale would constitute a Qualifying Group Sale Disposal. A Group Sale Notice must include details of the entity which the Group Sale Shareholder proposes to sell and the proportion that the Relevant JV Revenue bears to the Relevant Holdco Revenue and where the Group Sale Notice is served by the Vodafone Shareholder, it must include a Revised Brand Licence Offer. If both Shareholders serve a Group Sale Notice, the Group Sale Notice which is deemed to have been received first in accordance with clause 34 (Notices) will be the valid Group Sale Notice for the purposes of this clause 15.4. A Group Sale Notice may not be served if an IPO Notice has already been served by the other Shareholder and the process derived from such notice has not lapsed or terminated, provided that the cooling off period under clause 19.4 (Cooling off period) shall not apply.
- (C) Upon the receipt of a Group Sale Notice, the Non-Group Sale Shareholder may, at any time within eight weeks from the date of the Group Sale Notice, serve a written notice on the Group Sale Shareholder stating that it wishes to purchase all the Shares (the "**Group Sale ROFO Shares**") held by the Group Sale Shareholder (a "**Group Sale ROFO Notice**"). The Group Sale ROFO Notice shall:
 - (i) state the consideration payable (which shall be cash and/or listed common or ordinary shares of the Ultimate Parent of the Non-Group Sale Shareholder) for the Group Sale ROFO Shares, expressed as a fixed Euro amount, and all the other terms ("**Group Sale ROFO Terms**") on which the Group Sale ROFO Shares are proposed to be purchased, which shall not impose any obligation on the Group Sale Shareholder apart from the obligations (a) to sell the full and unencumbered ownership of the Group Sale ROFO Shares to the Non-Group Sale Shareholder together with all rights attaching thereto and (b) to provide standard title, capacity, authority and no insolvency warranties;

- (ii) contain an offer (the “**Group Sale ROFO Offer**”) from the Non-Group Sale Shareholder to purchase the Group Sale ROFO Shares from the Group Sale Shareholder on the Group Sale ROFO Terms including to pay the entire fixed consideration on completion of the sale and purchase (whether payment of cash consideration or settlement of any share consideration, which for the avoidance of doubt shall be listed on settlement), provided that completion of the Group Sale ROFO Offer may, if so notified in the Group Sale ROFO Notice, be solely conditional upon, (a) the obtaining of any anti-trust approvals or consents, (b) the obtaining of any other regulatory approvals and consents and (c) the obtaining of any shareholder and/or third party consents as are, in each case, mandatorily required by law or regulation (including, without limitation, the Listing Rules) in connection with the proposed acquisition of the Group Sale ROFO Shares by the Non-Group Sale Shareholder and their sale by the Group Sale Shareholder (the “**Group Sale ROFO Conditions**”); and
- (iii) where the Non-Group Sale Shareholder is the Liberty Global Shareholder or a member of its Group, state whether it accepts or rejects the Revised Brand Licence Offer.

(D) The Group Sale ROFO Notice shall be irrevocable. For the purposes of this clause 15.4 (Intermediate holding company transfers), the Vodafone Shareholder and Liberty Global Shareholder agree that:

- (i) if the Liberty Global Shareholder offers listed shares in its Ultimate Parent as consideration for a Group Sale ROFO Offer, it shall:
 - (a) offer Class C shares (which have the stock code LBTYK as at the date of this agreement);
 - (b) a combination of such Class C Shares and Class A Shares (which have the stock code LBTYA as at the date of this agreement), to be offered in proportions equal to the proportion that the value of each such share class (being the relevant total number of shares in issue (excluding shares held in treasury) multiplied by the relevant closing share price) represents of the total aggregate value of the Class C Shares and Class A Shares in issue (excluding shares held in treasury), in each case on the last trading day prior to the date of the Group Sale ROFO Notice; or
 - (c) if at the date of the Group Sale ROFO Notice the Class C shares or Class A Shares no longer exist or its Ultimate Parent has one or more other classes of listed common or ordinary share not in existence at the date of this agreement, it will offer the class of share which provides the broadest exposure to the profits or losses of its Ultimate Parent’s Group; and
- (ii) if the Vodafone Shareholder offers listed shares in its Ultimate Parent as consideration for a Group Sale ROFO Offer and it has more than one class of listed common or ordinary share, it will offer the class of share which provides the broadest exposure to the profits or losses of its Ultimate Parent’s Group.

(E) The Group Sale Shareholder may accept the Group Sale ROFO Offer contained in the Group Sale ROFO Notice by providing notice in writing to the Non-Group Sale Shareholder within two weeks of the date of the Group Sale ROFO Notice (failing which, the Group Sale ROFO Offer will expire). If the Group Sale Shareholder accepts the Group Sale ROFO Offer, the sale and purchase of the Group Sale ROFO Shares shall be completed in accordance with clause 18 (Completion of transfers) on the later of:

- (i) 10 Business Days after the date on which all of the Group Sale ROFO Conditions have been satisfied or waived (in whole or in part) by mutual agreement of the Shareholders; and
- (ii) 10 Business Days after the date on which the Group Sale Shareholder accepted the Group Sale ROFO Offer,

or on such other date as the Shareholders may agree, provided always that such date shall be no later than the Group Sale ROFO Completion Deadline, failing which the agreement to sell and purchase the Group Sale ROFO Shares shall terminate automatically. If all or part of the consideration for the Group Sale ROFO Shares comprises shares in the Ultimate Parent of the Non-Group Sale Shareholder, such shares shall be valued at the Share VWAP on the date of completion of the transfer of the Group Sale ROFO Shares or, at the election of the Non-Group Sale Shareholder, some or all of the fixed amount of consideration may be satisfied in cash on completion of such transfer. Where the Non-Group Sale Shareholder is the Liberty Global Shareholder or a member of its Group and its Group Sale ROFO Notice stated that it had accepted the Revised Brand Licence Offer, on completion of the sale of the Group Sale ROFO Shares the Company shall, or shall procure that a member of its Group shall, execute a brand licence on the terms and conditions set out in the Revised Brand Licence Offer.

(F) If the Non-Group Sale Shareholder does not serve a Group Sale ROFO Notice on the Group Sale Shareholder within eight weeks from the date of the Group Sale Notice in accordance with clause 15.4(C) or the agreement to sell and purchase the Group Sale ROFO Shares is terminated pursuant to clause 15.4(E), the Group Sale Shareholder may proceed with the Qualifying Group Sale Disposal referred to in the Group Sale Notice, provided that:

- (i) the entire legal and beneficial interest in each of the Group Sale ROFO Shares is acquired, directly or indirectly, by the purchaser of the shares in the entity the subject of the Qualifying Group Sale Disposal (the “**Group Sale Purchaser**”);
- (ii) the transfer or disposal takes place within 12 months from the date of the Group Sale Notice; and
- (iii) if the Group Sale Purchaser acquires the Group Sale ROFO Shares directly, such purchaser shall, prior to the transfer, enter

into a Deed of Adherence in the form set out in Schedule 1.

- (G) If (i) the Group Sale Shareholder accepts a Group Sale ROFO Offer by providing notice in writing to the Non-Group Sale Shareholder in accordance with clause 15.4(E), (ii) the agreement to sell and purchase the Group ROFO Shares is terminated pursuant to clause 15.4(E) as a consequence of the failure of a condition applicable to the Non-Group Sale Shareholder and (iii) as a result of the termination of the Group Sale ROFO Offer described in (ii), the Qualifying Group Sale Disposal referred to in the Group Sale Notice is no longer capable of being completed, the Group Sale Shareholder may dispose of the Group Sale ROFO Shares to a third party, provided that:

(i) the entire legal and beneficial interest in each of the Group Sale ROFO Shares is acquired, directly or indirectly, by the purchaser;

(ii) the transfer or disposal takes place within 12 months from the date of the Group Sale Notice; and

(iii) the purchaser shall, prior to the transfer, enter into a Deed of Adherence in the form set out in Schedule 1 (Form of Deed of Adherence).

- (H) If the Non-Group Sale Shareholder serves a Group Sale ROFO Notice on the Group Sale Shareholder within eight weeks from the date of the Group Sale Notice in accordance with clause 15.4(C) and the Group Sale ROFO Offer is not accepted by the Group Sale Shareholder within two weeks of the date of the Group Sale ROFO Notice, the Group Sale Shareholder may:

(i) proceed with the Qualifying Group Sale Disposal referred to in the Group Sale Notice; and

(ii) if it does so, shall procure that all of the Shares held by the Non-Group Sale Shareholder are also acquired by the Group Sale Purchaser, and

the Non-Group Sale Shareholder shall be deemed to have accepted an offer to sell its Shares to the Group Sale Purchaser on the terms and conditions described in clauses 15.4(I) and 15.4(J) below.

- (I) The consideration offered by the Group Sale Purchaser shall be wholly in cash. Where the Shares of the Non-Group Sale Shareholder are purchased by the Group Sale Purchaser in accordance with clause 15.4(H) only the net financial value to the Non-Group Sale Shareholder of the sale of its Shares to the Group Sale Purchaser (taking into account the consideration payable to the Non-Group Sale Shareholder at completion and all other terms of such sale and purchase) must be at least the fixed amount set out in the Group Sale ROFO Notice.

- (J) The transfer of the Non-Group Sale Shareholder's Shares to the Group Sale Purchaser as part of the Qualifying Group Share Disposal shall:

(i) be solely conditional only upon (a) completion of the Qualifying Share Disposal, (b) the obtaining of any anti-trust approvals or consents, (c) the obtaining of any other regulatory approvals and consents, and (d) the obtaining of any shareholder and/or third party consents, in the case of (b), (c) and (d), as are mandatorily required by law or regulation (including, without limitation, the Listing Rules) in connection with the proposed acquisition of the Shares by the Group Sale Purchaser from the Non Group Sale Shareholder, and the Group Sale Shareholder shall procure that the Group Sale Purchaser uses all reasonable endeavours to satisfy those conditions;

(ii) not impose any obligation on the Non Group Sale Shareholder apart from the obligations (a) to sell the full and unencumbered ownership of the Group Sale ROFO Shares to the Group Sale Purchaser together with all rights attaching thereto and (b) to provide standard title, capacity, authority and no insolvency warranties; and

(iii) be completed in accordance with clause 18 (Completion of transfers) on the later of:

(a) the date of completion of the Qualifying Group Sale Disposal; and

(b) 10 Business Days after the day on which all of the conditions described in clause 15.4(J)(i) have been satisfied (or waived (in whole or in part) by the Non-Group Sale Shareholder);

or on such other date as the Shareholders may agree, provided always that such date shall be no later than the Group Sale Disposal Deadline, failing which the Disposal of the Shares by both the Non-Group Sale Shareholder and the Group Sale Shareholder shall terminate automatically and the Group Sale Shareholder shall give notice of the same to the Non-Group Sale Shareholder.

- (K) Both Shareholders shall act in good faith in complying with their obligations under this clause 15.4.

- (L) The Group Sale Shareholder may give notice of termination of the sale process at any time prior to the date eight weeks from the date of the Group Sale Notice.

The transferor and the transferee of any Share or Shareholder Loans transferred under this clause 15 and the Original Holder (if any) of the transferred Share or Shareholder Loans, and, in relation to clause 15.4, each Shareholder, shall each provide to the Supervisory Board, at its own expense, any information and evidence reasonably requested in writing by the Supervisory Directors (excluding those nominated by the Original Holder or Shareholder concerned) for the purpose of determining whether the transfer to the proposed transferee complies with the terms of this clause 15.

15.6 Compliance with agreement

Each Shareholder shall procure that all Permitted Transferees in relation to which it is the Original Holder comply with the terms of this agreement.

15.7 Share purchase and redemptions by the Company

A Shareholder may dispose of any Share to the Company by way of redemption or purchase provided the parties comply with the terms of clause 4 (Reserved Matters).

15.8 Shareholders within the same Group

Following a Permitted Transfer, where there are two or more Shareholders which are members of the same Group:

- (A) the Shareholder which holds the most Shares (the “**Principal Shareholder**”) shall exercise the rights arising under this agreement or otherwise in relation to the Company on behalf of all other Shareholders within the Group (each, a “**Secondary Shareholder**”);
- (B) this agreement shall apply as if the Principal Shareholder and all other Secondary Shareholders are one Shareholder;
- (C) all the rights of all other Secondary Shareholders under this agreement shall be exercised exclusively by the Principal Shareholder;
- (D) any notice given by the Principal Shareholder under this agreement shall be deemed also to be given by all other Secondary Shareholders; and
- (E) any notice required to be given to any other Secondary Shareholder shall be given also to the Principal Shareholder and any purported exercise by any other Secondary Shareholder shall be disregarded.

16. TRANSFER OF SHARES FOR CONVENIENCE

16.1 ROFO

- (A) Either Shareholder (an “**Exiting Shareholder**”) may at any time from the fourth anniversary of the date of this agreement serve a written notice (an “**Exit Notice**”) on the other Shareholder (the “**Non-Exiting Shareholder**”) notifying the Non-Exiting Shareholder of its intention to sell all its Shares in the Company and exit the joint venture formed by this agreement and the Articles of Association. An Exit Notice must include details of whether or not the proposed disposal of the Shares is part of or in any way connected with a larger transaction involving members of the Exiting Shareholder’s Group and where the Exit Notice is served by the Vodafone Shareholder, it must include a Revised Brand Licence Offer. If both Shareholders serve an Exit Notice, the Exit Notice which is deemed to have been received first in accordance with clause 34 (Notices) will be the valid Exit Notice for the purposes of this clause 16.1. An Exit Notice may not be served if an IPO Notice or Group Sale Notice has already been served by the other Shareholder and the process following such notice has not lapsed or terminated.
- (B) Upon the receipt of an Exit Notice, the Non-Exiting Shareholder may, at any time within eight weeks from the date of the Exit Notice, serve a written notice on the Exiting Shareholder stating that it wishes to purchase all the Shares (the “**ROFO Shares**”) held by the Exiting Shareholder (a “**ROFO Notice**”). The ROFO Notice shall:
 - (i) state the consideration payable (which shall be cash and/or listed shares of the Ultimate Parent of the Non-Exiting Shareholder) for the ROFO Shares, expressed as a fixed Euro amount, and all the other terms (“**ROFO Terms**”) on which the ROFO Shares are proposed to be purchased, which shall not impose any obligation on the Exiting Shareholder apart from the obligations (a) to sell the full and unencumbered ownership of the ROFO Shares to the Non-Exiting Shareholder together with all rights attaching thereto and (b) to provide standard title, capacity, authority and no insolvency warranties;
 - (ii) contain an offer (the “**ROFO Offer**”) from the Non-Exiting Shareholder to purchase the ROFO Shares from the Exiting Shareholder on the ROFO Terms including to pay the entire fixed consideration on completion of the sale and purchase (whether payment of cash consideration or settlement of any share consideration, which for the avoidance of doubt shall be listed upon settlement), provided that completion of the ROFO Offer may, if so notified in the ROFO Notice, be solely conditional upon, (a) the obtaining of any anti-trust approvals or consents (b) the obtaining of any other regulatory approvals and consents and (c) the obtaining of any shareholder and/or third party consents as are, in each case, mandatorily required by law or regulation (including, without limitation, the Listing Rules) in connection with the proposed acquisition of the ROFO Shares by the Non-Exiting Shareholder and their sale by the Exiting Shareholder (the “**ROFO Conditions**”); and

(iii) where the Non-Exiting Shareholder is the Liberty Global Shareholder or a member of its Group, state whether it accepts or rejects the Revised Brand Licence Offer.

(C) The ROFO Notice shall be irrevocable. For the purposes of this clause 16 (Transfer of Shares for Convenience), the Vodafone Shareholder and Liberty Global Shareholder agree that:

(i) if the Liberty Global Shareholder offers listed shares in its Ultimate Parent as consideration for a ROFO Offer, it shall:

(a) offer Class C shares (which have the stock code LBTYK as at the date of this agreement);

(b) a combination of such Class C Shares and Class A Shares (which have the stock code LBTYA as at the date of this agreement), to be offered in proportions equal to the proportion that the value of each such share class (being the relevant total number of shares in issue (excluding shares held in treasury) multiplied by the relevant closing share price) represents of the total aggregate value of the Class C Shares and Class A Shares in issue (excluding shares held in treasury), in each case on the last trading day prior to the date of the ROFO Notice; or

(c) if at the date of the ROFO Notice the Class C shares or Class A Shares no longer exist or its Ultimate Parent has one or more other classes of listed common or ordinary share not in existence at the date of this agreement, it will offer the class of share which provides the broadest exposure to the profits or losses of its Ultimate Parent's Group; and

(ii) if the Vodafone Shareholder offers listed shares in its Ultimate Parent as consideration for a ROFO Offer and it has more than one class of listed common or ordinary share, it will offer the class of share which provides the broadest exposure to the profits or losses of its Ultimate Parent's Group.

(D) The Exiting Shareholder may accept the ROFO Offer contained in the ROFO Notice by providing notice in writing to the Non-Exiting Shareholder within two weeks of the date of the ROFO Notice (failing which, the ROFO Offer will expire). If the Exiting Shareholder accepts the ROFO Offer, the sale and purchase of the ROFO Shares shall be completed in accordance with clause 18 (Completion of Transfers) on the date which is the later of:

(i) 10 Business Days after the date on which all of the ROFO Conditions have been satisfied or waived (in whole or in part) by mutual agreement of the Shareholders; and

(ii) 10 Business Days after the date on which the Exiting Shareholder accepted the ROFO Offer,

or on such other date as the Shareholders may agree, provided always that such date shall be no later than the ROFO Completion Deadline, failing which the agreement to sell and purchase the ROFO Shares shall terminate automatically. If all or part of the consideration for the ROFO Shares comprises shares in the Ultimate Parent of the Non-Exiting Shareholder, such Shares shall be valued at the Share VWAP on the date of completion of the transfer of the ROFO Shares, or, at the election of the Non-Exiting Shareholder, some or all of the fixed amount of consideration may be satisfied in cash on completion of such transfer. Where the Non-Exiting Shareholder is the Liberty Global Shareholder or a member of its Group and its ROFO Notice stated that it had accepted the Revised Brand Licence Offer, on completion of the sale of the ROFO Shares the Company shall, or shall procure that a member of its Group shall, execute a brand licence on the terms and conditions set out in the Revised Brand Licence Offer.

(E) The Shareholders acknowledge that the Non-Exiting Shareholder shall be entitled (subject to applicable law and regulation) to require the Company and its Group to incur additional financial debt for the purposes of financing or refinancing the purchase of the ROFO Shares by the Non-Exiting Shareholder, provided the incurring of such additional financial debt is conditional on completion of the purchase of the ROFO Shares by the Non-Exiting Shareholder.

(F) If:

(i) the Non-Exiting Shareholder does not serve a ROFO Notice on the Exiting Shareholder within eight weeks from the date of the Exit Notice in accordance with clause 16.1(B) or the agreement to sell and purchase the ROFO Shares is terminated pursuant to clause 16.1(D); or

(ii) the ROFO Offer is not accepted by the Exiting Shareholder within two weeks of the date of the ROFO Notice in accordance with clause 16.1(D),

the Exiting Shareholder shall have the right to elect, by giving notice in writing (an "**Exit Election Notice**") to the Non-Exiting Shareholder and the Company within one month of the expiry of the eight week period or of the termination as set out or referred to in (i) or the lapse of the ROFO Offer in the case of (ii) (as applicable), that it wishes to pursue:

(a) a sale of all the Shares in the Company to a third party, in which case the provisions of clause 16.2 (Drag Sale) shall apply; or

(b) an IPO of the Company, in which case it shall be deemed to have served an "**IPO Notice**" and the Exiting Shareholder shall be deemed to be the "**Initiating Shareholder**" and the Non-Exiting Shareholder shall be deemed

to be the “**Receiving Shareholder**”, in each case for the purposes of clause 19 (IPO); or

(c) a dual track process of a sale of all the Shares in the Company and an IPO of the Company, in which case both clauses 16.1(E)(ii)(a) and 16.1(E)(ii)(b) shall apply but the Exiting Shareholder shall be entitled to decide which of the two processes will be completed.

(G) Both Shareholders shall act in good faith in compliance with their obligations under this clause 16.1.

16.2 Drag Sale

(A) The provisions of this clause 16.2 shall only apply in the circumstances set out in clauses 16.1(E)(ii)(a) and (c).

(B) For the purposes of this clause 16.2, a “**Drag Sale Offer**” is an offer to buy all (but not some only) of the Shares then in issue at the same fixed cash price per Share and otherwise on the same terms per Share (together, the “**Drag Sale Terms**”) which is:

(i) made by a person (the “**Drag Sale Offeror**”) who:

(a) is not a Shareholder;

(b) is not an Affiliate of any Shareholder; and

(c) has no agreement or arrangement of any kind with any Shareholder relating to the offer other than as set out in the Drag Sale Terms;

(ii) conditional on acceptance in respect of all the Shares then in issue within a maximum of two weeks of the offer being made; and

(iii) subject to no conditions other than (a) the obtaining of any anti-trust approvals or consents, (b) the obtaining of any other regulatory approvals and consents, and (c) the obtaining of any shareholder and/or third party consents, as are, in each case, mandatorily required by law or regulation (including, without limitation, the Listing Rules) in connection with the proposed acquisition of the Shares by the Drag Sale Offeror and their sale by the Shareholders.

(C) The Exiting Shareholder shall use all reasonable endeavours to solicit a Drag Sale Offer for all of the Shares in the Company and shall take all such steps as are reasonable in accordance with prevailing M&A market practice. To the extent that the Exiting Shareholder markets the Shares to more than one potential purchaser by way of an auction process, nothing in this clause 16 shall prohibit the Non-Exiting Shareholder from participating in such process.

(D) The Exiting Shareholder undertakes to keep the Non-Exiting Shareholder informed about the progress and status of the Drag Sale Offer and to consult with and have regard to the reasonable representations of the Non-Exiting Shareholder in connection with any decision relating to the material terms of the Drag Sale Offer.

(E) In the event of a Drag Sale Offer being made within six months after the date of the Exit Election Notice, the Non-Exiting Shareholder shall be obliged to transfer all of the Shares held by it to the Drag Sale Offeror on the Drag Sale Terms subject to compliance with the remaining provisions of this clause 16.2 (Drag sale).

(F) The Exiting Shareholder shall (within six months after the date of the Exit Election Notice) deliver a written notice (a “**Drag Notice**”) to the Company and the Non-Exiting Shareholder stating:

(i) the amount of the consideration offered by the Drag Sale Offeror, expressed as a fixed Euro amount per Share payable upon completion of the sale and purchase and which shall be wholly in cash;

(ii) the terms and conditions of payment of such consideration and all other material terms and conditions of the Drag Sale Offer (including any locked box or leakage mechanism but, for the avoidance of doubt, representations and warranties proposed to be provided to the Drag Sale Offeror need not be included in the Drag Notice, provided such representations and warranties are customary in the context of a sale process for the Shares and such representations and warranties do not represent a mechanism to transfer value to the Drag Sale Offeror).

(G) Where the Exit Election Notice has been served in the circumstances set out in clause 16.1(E)(ii), the net financial value to the Non-Exiting Shareholder of the Drag Sale Offer (taking into account the consideration payable to the Non-Exiting Shareholder at completion and all other Drag Sale Terms, but not taking into account customary representations and warranties to be given by the Non-Exiting Shareholder in respect of itself and the Company’s Group) must be an amount at least 2 per cent greater than the fixed amount set out in the ROFO Notice. For the avoidance of doubt, this shall not apply where the Exit Election Notice has been served in the circumstances set out in clause 16.1(E)(i).

(H) If the Exiting Shareholder delivers a Drag Notice in accordance with the provisions of clause 16.2(F), the Non-Exiting Shareholder shall be deemed to have accepted such offer on the same terms and conditions as accepted by the Exiting Shareholder (including customary warranties and representations in respect of itself and the Company’s Group subject to customary limitations on the several liability of the Shareholders, equivalent in all material respects to the terms agreed to by the Exiting Shareholder).

- (I) Subject to applicable law and regulation, the Non-Exiting Shareholder and the Company shall take such action necessary (and in a timely manner) to achieve the sale pursuant to a Drag Sale Offer as the Exiting Shareholder reasonably requests, including but not limited to:
 - (i) providing reasonable assistance to the Exiting Shareholder, the Company, the Drag Sale Offeror and their respective advisers, including providing reasonable access to the books and records and employees of the Company and its Group;
 - (ii) approving any shareholder resolutions of the Company in connection with the sale and generally attending shareholder and Supervisory Board meetings of the Company when convened;
 - (iii) appointing appropriate advisers to the Company in connection with the sale (the fees and out of pocket expenses of such advisers to be borne by the Company);
 - (iv) assisting in the production, negotiation and execution of such documentation as is required to effect the sale; and
 - (v) agreeing to and cooperating with any reorganisation or restructuring of the Company and its Group which the Exiting Shareholder may consider necessary or desirable to effect the sale.
- (J) The sale and purchase of the Shares held by the Non-Exiting Shareholder shall be completed in accordance with clause 18 (Completion of Transfers) on the same day and subject to the completion of the acquisition of the entire legal and beneficial interest in all (but not some) of the Shares held by the Exiting Shareholder, being the date 10 Business Days following the later of:
 - (i) the day on which all of the conditions to the Drag Sale Offer have been satisfied or waived (in whole or in part) by mutual agreement of the Shareholders; and
 - (ii) two weeks after the date on which the Non-Exiting Shareholder received the Drag Notice,
 or on such other date as the Shareholders may agree, provided always, however, that such date shall be no later than the Drag Completion Deadline, failing which the Drag Sale Offer shall terminate automatically and the Exiting Shareholder shall give notice of the same to the Non-Exiting Shareholder.
- (K) The Exiting Shareholder may give notice of termination of the sale process at any time prior to serving a Drag Notice.
- (L) Both Shareholders shall act in good faith when complying with their obligations set out in this clause 16.2. The Shareholders shall appoint external legal counsel, reporting accountants and such other advisers as may reasonably be required (in each case at their own cost). If, at any time prior to the Drag Completion Deadline, it becomes apparent to the Exiting Shareholder (acting reasonably) that the sale process initiated pursuant to this clause 16.2 is likely to fail to complete, or if the Exiting Shareholder ceases to pursue the process for any reason, then the Exiting Shareholder shall give notice to the Non-Exiting Shareholder and the Company as soon as practicable and shall procure that such process is terminated. At any time after the date of the Drag Notice the Non-Exiting Shareholder may, acting reasonably, request periodic updates from the Exiting Shareholder on the status of the sale process and the Exiting Shareholder shall, within five Business Days of such request, provide sufficient details of the current status of activities and the overall intended timeline to confirm that the Exiting Shareholder is continuing to pursue the process diligently and in good faith. In the event that the Exiting Shareholder fails to provide such information to the reasonable satisfaction of the Non-Exiting Shareholder then the Non-Exiting Shareholder shall have the right to give notice to the Exiting Shareholder requiring termination of the process with immediate effect and the Exiting Shareholder shall procure the same.
- (M) Notwithstanding the above provisions of this clause 16.2, the Exiting Shareholder shall be entitled to structure a sale of all of the assets and liabilities of the Company and its Group through a structure other than a sale of the Shares (such as an asset sale, merger or distribution) provided that it can demonstrate to the reasonable satisfaction of the Non-Exiting Shareholder that such process will deliver to the Non-Exiting Shareholder a net financial value equal to a price per Share of at least 2 per cent higher than the fixed amount set out in the ROFO Notice (but only where the Exit Election Notice has been served in the circumstances set out in clause 16.1(F)(ii) and not where the Exit Election Notice has been served in the circumstances set out in clause 16.1(F)(i)).

16.3 Cooling off period

Following service of a valid Exit Notice, no other Exit Notice or IPO Notice may be served by either Shareholder for a period of nine months after the earlier of the following events: (a) the process provided for in this clause 16 having concluded without there being a sale of Shares; or (b) the Exiting Shareholder having given notice to the Non-Exiting Shareholder (or vice-versa) of termination of the relevant process in accordance with this clause 16.

17. DEFAULT

17.1 Events of Default

The following are “**Events of Default**” in relation to a Shareholder:

- (A) any Shareholder makes any Disposal of any Shares which is in breach of this agreement;
- (B) save as a consequence of any transfers or issues permitted by clause 15.4 (Intermediate holding company transfers), the Shareholder, or any entity within the chain(s) of entities between the Ultimate Parent and the Company, ceases to be a direct or indirect wholly-owned subsidiary of the Ultimate Parent and, as a consequence, the Shareholder ceases to be a direct or indirect wholly-owned subsidiary of the Ultimate Parent;
- (C) any procedure is commenced for the winding-up or re-organisation of any Shareholder or its Ultimate Parent (other than for the purpose of a solvent amalgamation or reconstruction) and that procedure (unless commenced by that Shareholder or its Ultimate Parent, as the case may be) is not terminated or discharged within thirty Business Days;
- (D) any procedure is commenced for the appointment of an administrator, receiver, administrative receiver or trustee in bankruptcy in relation to any Shareholder or its Ultimate Parent or all or substantially all of its assets and that procedure (unless commenced by that Shareholder or its Ultimate Parent, as the case may be) is not terminated or discharged within thirty Business Days;
- (E) the holder of any security over all or substantially all of the assets of any Shareholder or its Ultimate Parent enforces that security and that enforcement is not discontinued within thirty Business Days;
- (F) all or substantially all of the assets of any Shareholder or its Ultimate Parent is subject to attachment, sequestration, execution or any similar process and that process is not terminated or discharged within thirty Business Days;
- (G) if the Vodafone Shareholder has requested information and/or evidence from the Liberty Global Shareholder to enable it to determine whether any of the above circumstances apply to the Liberty Global Shareholder or its Ultimate Parent, such information or evidence not being provided to the reasonable satisfaction of the Vodafone Shareholder within ten Business Days after the request is received; and
- (H) if the Liberty Global Shareholder has requested information and/or evidence from the Vodafone Shareholder to enable it to determine whether any of the above circumstances apply to the Vodafone Shareholder or its Ultimate Parent, such information or evidence not being provided to the reasonable satisfaction of the Liberty Global Shareholder within ten Business Days after the request is received.

17.2 Call option

- (A) This clause 17.2 shall apply if an Event of Default set out in clauses 17.1(C) to 17.1(E) occurs (a “**Call Option Trigger**”) and is continuing in relation to any Shareholder (“**Triggering Shareholder**”).
- (B) The Shareholder that is not itself subject to a continuing Call Option Trigger (the “**Non-Triggering Shareholder**”) may, acting reasonably and in good faith, give notice to the Triggering Shareholder (with a copy to the Company) that a Call Option Trigger is occurring and persisting and requiring it to sell or procure the sale of all of the Shares held by the Triggering Shareholder (the “**Specified Shares**”) to the Non-Triggering Shareholder at their Prescribed Value and free from all encumbrances and together with all rights attaching to them (“**Call Option Notice**”).
- (C) The parties shall use all reasonable endeavours to determine or procure the determination of the Prescribed Value of the Specified Shares as soon as reasonably practicable after the giving of a Call Option Notice.
- (D) The Shareholder which has served a Call Option Notice may revoke the Call Option Notice within 10 Business Days after the Prescribed Value of the Specified Shares has been determined. If the Call Option Notice is revoked, no further Call Option Notice may be served in respect of the circumstances comprising the relevant Call Option Trigger.
- (E) If the Call Option Notice is not revoked, the transfer of the Specified Shares shall be:
 - (i)solely conditional upon (a) the obtaining of any anti-trust approvals or consents, (b) the obtaining of any other regulatory approvals and consents, and (c) the obtaining of any shareholder and/or third party consents, in any case, as are mandatorily required by law or regulation (including, without limitation, the Listing Rules) in connection with the proposed acquisition of the Specified Shares by the Non-Triggering Shareholder and their sale by the Triggering Shareholder; and
 - (ii)completed in accordance with clause 18 (Completion of Transfers), after the determination of the Prescribed Value of the Specified Shares on the date being the later of:
 - (a)10 Business Days after the date on which all of the conditions described in clause 17.2(E)(i) have been satisfied (or waived (in whole or in part) by the Non-Triggering Shareholder);
 - (b)10 Business Days after the date of determination of the Prescribed Value of the relevant Shares; and
 - (c)the date six months from the date of the Call Option Notice,

provided that if, at any time prior to completion, the relevant Event of Default is remedied to the reasonable satisfaction of the Non-Triggering Shareholder then completion shall not occur and the rights of the Non-Triggering Shareholder to call

the Specified Shares shall be terminated in respect of such Event of Default. If, absent paragraph (c) above, completion of the transfer of the Specified Shares would be required and the Non-Triggering Shareholder considers, acting reasonably, that any further delay would create a material risk to completion of the transfer, the Non-Triggering Shareholder shall be entitled to serve a notice to that effect and completion shall take place on the date falling 5 Business Days from such notice.

17.3 Cessation of rights

- (A) This clause 17.3 shall apply if, in the reasonable opinion of a Shareholder (the “**Non-Defaulting Shareholder**”), an Event of Default set out in clauses 17.1(A) to 17.1(E) has occurred and is continuing in relation to any Shareholder (the “**Defaulting Shareholder**”). Any rights granted under this clause to the Non-Defaulting Shareholder are additional to any rights the same Shareholder has under clause 17.2 (Call option).
- (B) The Non-Defaulting Shareholder may give notice (“**Default Notice**”) to the Defaulting Shareholder and the Company that an Event of Default is occurring and persisting. The Default Notice must identify the particular Event of Default that the Non-Defaulting Shareholder claims is occurring and must include evidence giving a reasonable basis to substantiate this claim.
- (C) Within 10 Business Days of receipt of the Default Notice, the Defaulting Shareholder may, acting reasonably, serve a notice in writing on the Non-Defaulting Shareholder (with a copy to the Company) (the “**Default Dispute Notice**”) stating that it disputes that the Event of Default identified in the Default Notice is occurring. The Default Dispute Notice must include reasons and evidence giving a reasonable basis in support of the Defaulting Shareholder’s position.
- (D) As soon as reasonably practicable following receipt of the Default Dispute Notice, and, in any event within 5 Business Days, the Shareholders shall jointly appoint and instruct a Queen’s Counsel to determine whether or not the Event of Default described in the Default Notice is occurring, such determination to be provided within 10 Business Days of the date of instruction. If the Shareholders fail to agree the appointment of a Queen’s Counsel within the 5 Business Day time period, the Non-Defaulting Shareholder may request that the Chairman of the General Council of the Bar appoint a Queen’s Counsel from Erskine Chambers, One Essex Court Chambers and Brick Court Chambers, within 5 Business Days of the date of such request, to provide the determination described in this clause.
- (E) In the event of an Event of Default under clause 17.1(A) or 17.1(B) the Defaulting Shareholder shall have a period of three months from the date of the Default Notice within which it may remedy the Event of Default to the reasonable satisfaction of the Non-Defaulting Shareholder, in which case the remaining provisions of this clause 17.3 shall cease to apply.
- (F) If no Default Dispute Notice is served or if the Shareholders subsequently agree or if the Queen’s Counsel opinion referred to in clause (D) determines that the Event of Default identified in the Default Notice is still occurring at the time such determination is made, and, in the event of an Event of Default under clause 17.1(A) or 17.1(B), the three month cure period has expired and the relevant Event of Default has not been remedied, then the Shareholders and Company agree that:
- (i) the Defaulting Shareholder will not have any rights to dividends or distributions under clauses 11 (Dividend Policy) or 13 (Target Leverage Ratio), any reserved matter rights under clause 4 (Reserved Matters) or Supervisory Director nomination and appointment rights under clause 6 (Shareholder Appointments) until the Event of Default identified in the Default Notice is remedied to the satisfaction of the Non-Defaulting Shareholder (acting reasonably) or a transfer of the Specified Shares is completed pursuant to clause 17.2 (Call Option) (such period being the “**Default Period**”);
 - (ii) during the Default Period, the Supervisory Directors nominated and appointed upon request of the Defaulting Shareholder shall cease to count in the quorum for and to have voting rights in meetings of the Supervisory Board, and resolutions of the Supervisory Board shall be decided by a simple majority vote of all votes cast by the Supervisory Directors present or represented by an Alternate (and entitled to count in the quorum of such meeting) including the vote of at least two of the Supervisory Directors nominated and appointed upon request of the Non-Defaulting Shareholder (but excluding the votes of the Supervisory Directors nominated and appointed request of the Defaulting Shareholder);
 - (iii) the Defaulting Shareholder must pay to the Non-Defaulting Shareholder an amount equal to any dividends or distributions it received during the period from the date of the Default Notice to the end of the Default Period (less any Tax payable thereon (or Tax which would have been so payable but for the availability of any Relief) by the Defaulting Shareholder); and
 - (iv) for the avoidance of doubt, during the Default Period, the Defaulting Shareholder must comply with its obligations under this agreement.

The rights of the Defaulting Shareholder shall be reinstated on the day immediately following the end of the Default Period.

17.4 Protection of legitimate interests

Each of the parties agrees and acknowledges that:

- (A) the Shareholders have a common commercial objective and interest, being the successful promotion and development of the Company’s Group and the Business, and that this is dependent on, inter alia, the mutual trust, confidence and co-operation between the Shareholders, their respective Groups and between the Supervisory Directors;

- (B) this clause 17 is a common provision in agreements of this nature and is reasonable and proportionate to protect the Shareholders' legitimate interests described above; and
- (C) each of the Shareholders is a sophisticated commercial enterprise which has engaged legal and financial advisers to advise it in relation to this agreement.

18. COMPLETION OF TRANSFERS

18.1 Encumbrances and rights

- (A) Where this clause 18 applies to the transfer of any Share, the Share shall be transferred free of encumbrances and with all rights attaching thereto.
- (B) Where this clause 18 applies to the transfer of any Shareholder Loans, the Shareholder Loans shall be transferred at par together with all accrued but unpaid interest, free of encumbrances and with all rights attaching thereto.

18.2 Satisfaction of conditions

Where this clause 18 applies to the transfer of any Share, the Shareholders shall (and shall procure that the relevant members of their Group) cooperate with one another (acting reasonably) with a view to satisfying any conditions that the transfer of such Shares are subject to and otherwise use best endeavours to fulfil or procure the fulfilment of any such conditions as soon as reasonably practicable.

18.3 Obligations at completion

In order to transfer Shares and/or Shareholder Loans under this agreement:

- (A) the purchaser shall pay the aggregate transfer price in respect of the relevant Shares and/or Shareholder Loans to (i) the seller's nominated account on the date of completion, (ii) to the non-exclusive quality account of the civil law notary involved with the transfer of the Shares and/or Shareholder Loans, or (iii) in such other manner as may be agreed by the seller and the purchaser before completion of the transfer of the Shares and/or Shareholder Loans;
- (B) the Company shall provide the Dutch civil law notary involved with the transfer of the Shares with the up-to-date original shareholders' register of the Company on the date of completion of the transfer of the Shares;
- (C) the seller, the purchaser and the Company shall execute (either in person or by way of proxy) a notarial deed of sale, purchase and transfer of the Shares and/or Shareholder Loans (if required) before a Dutch civil law notary; and
- (D) the seller, the purchaser and the Company shall take all such other steps or decisions as are reasonably necessary to implement the transfer.

19. IPO

19.1 IPO Notice

- (A) Either Shareholder (the "**Initiating Shareholder**") may at any time within the first six month period following the third anniversary of the date of this agreement or at any time following the fourth anniversary of the date of this agreement serve a written notice on the other Shareholder (the "**Receiving Shareholder**") that it wishes to pursue an IPO of the Company (an "**IPO Notice**"). Following service of an IPO Notice, the Initiating Shareholder shall use all reasonable endeavours to implement an IPO in accordance with this clause 19. Unless otherwise permitted by this agreement, an IPO Notice may not be served if an Exit Notice or Group Sale Notice has been served and the process following from such notice has not lapsed or terminated.
- (B) Each Shareholder shall appoint, within 20 Business Days of receipt of the IPO Notice by the Receiving Shareholder, one investment bank of international repute to act as a joint global coordinator and joint bookrunner for the IPO (together, the "**Joint Global Coordinators**") and in addition the Shareholders can, by mutual agreement, appoint any additional investment banks of international repute to act as bookrunners and lead managers. The Shareholders shall also appoint other external legal counsel, reporting accountants and other advisers as may reasonably be required (in each case at their own cost) and shall procure that the Company appoints advisers which it reasonably requires (at the cost of the Company).
- (C) Following the appointment of the Joint Global Coordinators, the Shareholders undertake to each other to work together in good faith with the Company and the Joint Global Coordinators so that the Joint Global Coordinators can make a recommendation as to the most favourable stock exchange for the IPO (which may only be the main market of Euronext in The Netherlands, the London Stock Exchange in the UK or NASDAQ in the United States unless agreed otherwise by the Shareholders), the offer structure of the IPO, the equity story, optimal execution market windows, capital structure and capital allocation policies and provide an opinion as to the price range and offer size for an IPO. When making their recommendation, the Joint Global Coordinators shall take into account the intention of the Shareholders to achieve a successful IPO in accordance with the following principles which shall be balanced in accordance with the priorities stated below (the "**IPO Principles**"):
 - (i) maximising the valuation of the Shares to be sold in the IPO (as the first priority);

(ii)ensuring a good after-market performance of the listed Shares post-IPO with good liquidity levels consistent with IPOs of a similar nature (as the second priority);

(iii)achieving a sale of the greatest possible number of Shares in the IPO (as the third priority).

There shall be no issue of new Shares (primary raise) for the purpose of reducing the net debt of the Company's Group without the approval of both Shareholders.

- (D) As soon as reasonably practicable following the receipt of the recommendation of the Joint Global Coordinators described in clause 19.1(C) above and, in any event, no later than 20 Business Days ahead of any proposed intention to float announcement being made in connection with an IPO, the Initiating Shareholder may serve an "IPO Tag Notice" on the Receiving Shareholder, such notice to include details of the number of Shares proposed to be offered for sale by the Initiating Shareholder pursuant to the IPO, up to the maximum number of shares that the Joint Global Coordinators recommend can be sold in the IPO ("**Offer Size Recommendation**") and details of the offer structure of the IPO, the equity story, the optimal execution market window(s), capital structure and capital allocation policies. The Receiving Shareholder shall have the option, exercisable within 15 Business Days of receipt of the IPO Tag Notice by giving written notice to the Initiating Shareholder, to require that up to the number of Shares held by it equivalent to its Percentage Interest multiplied by the Offer Size Recommendation are offered for sale pursuant to the IPO.
- (E) If the Receiving Shareholder exercises the option described in clause 19.1(D) above, the number of shares that the Initiating Shareholder may offer for sale shall be reduced to such extent required to allow the Receiving Shareholder to be able to sell up to the number of Shares held by it equivalent to its Percentage Interest multiplied by the Offer Size Recommendation.
- (F) If the Receiving Shareholder does not elect to exercise the option described in clause 19.1(D) above, then the Initiating Shareholder and the Company may proceed with the IPO on the basis of the recommendation of the Joint Global Coordinators.
- (G) If, due to a change in market conditions or other relevant circumstances, the amount of shares to be sold in an IPO is less than the Offer Size Recommendation, then the Initiating Shareholder may determine (on the advice of the Joint Global Coordinators) that the number of shares that the Initiating Shareholder and Receiving Shareholder can offer for sale pursuant to the IPO shall be scaled down, pro-rata to the allocation determined in accordance with clauses 19.1(D) to (E) for an offer in line with Offer Size Recommendation.
- (H) Subject to clause 19.1(G), an IPO may not be implemented unless it complies with the parameters set out in the IPO Tag Notice.
- (I) An IPO may only involve the admission to trading of the Company's shares on the main market of Euronext in The Netherlands, the London Stock Exchange in the UK or NASDAQ in the United States, unless agreed otherwise by the Shareholders;
- (J) An IPO must be completed within nine months of the date of the IPO Notice, failing which (unless the Shareholders otherwise agree) the Shareholders shall procure that such process is terminated.

19.2 Post-IPO Governance

The Shareholders acknowledge their intention to maintain, to the extent consistent with the IPO Principles, the governance of the Company following completion of an IPO and that set out in Schedule 5 (Post-IPO governance) is a set of principles that would be used as a basis of discussion to determine the governance of the Company following completion of an IPO.

19.3 Co-operation and Fees

- (A) On or after the receipt of an IPO Notice, each of the Shareholders undertakes to each other to:
- (i)vote all of its Shares in favour of all resolutions (or sign appropriate written resolutions or consents to short notice) reasonably necessary to facilitate the IPO (including to facilitate any pre-IPO reorganisation) and to comply with its obligations set out in this clause in relation to such IPO;
 - (ii)take all such other steps and actions and give any consents reasonably necessary to facilitate the IPO (including to facilitate any pre-IPO reorganisation);
 - (iii)do everything within its power to procure, to the maximum extent permitted by law, that any Supervisory Directors nominated and appointed upon its request do everything within their power to achieve the listing of the Company pursuant to the IPO, in accordance with the provisions of this clause;
 - (iv)take such action as is reasonably necessary to achieve a successful IPO in accordance with the IPO Principles, including but not limited to:
 - (a)providing reasonable assistance and cooperation to the Initiating Shareholder, the Company, the Joint Global Coordinators and their respective advisers;
 - (b)providing reasonable access to the books and records and employees of the Company and its Group;

- (c) approving any shareholder resolutions in connection with the IPO;
- (d) assisting in the production, negotiation and execution of such documentation as is required to effect the IPO;
- (e) agreeing to and cooperating with any process to repay or capitalise the Shareholder Loans;
- (f) agreeing to and cooperating with any reorganisation or restructuring of the Company's Group which the Initiating Shareholder may consider necessary or desirable to effect the IPO (acting reasonably), provided that, save for the capitalisation or repayment of the Shareholder Loans, there shall be no de-leveraging of the Company's Group without the approval of both Shareholders;
- (g) giving customary opinions, warranties and indemnities to the Joint Global Coordinators, bookrunners and lead managers to the IPO in respect of itself and the Company's Group;
- (h) entering into a relationship agreement with the Company affording the Company such degree of independence as is consistent with market practice in relation to the exchange in question; and
- (i) being subject to such restrictions on the sale of any Shares they continue to hold following the IPO (lock-up obligations) as are reasonably required by the Joint Global Coordinators, bookrunners and lead managers to the IPO in accordance with prevailing market practice.

(B) The Company and the Shareholders agree that they will each bear their own respective costs incurred in connection with the IPO.

(C) Both Shareholders shall act in good faith in complying with their obligations under this clause 19.

(D) If, at any time prior to expiry of the nine month period set out in clause 19.1(J), it becomes apparent to the Initiating Shareholder (acting reasonably) that the IPO process initiated pursuant to this clause 19 is likely to fail to complete, or if the Initiating Shareholder ceases to pursue the process for any reason, then the Initiating Shareholder shall give notice to the Receiving Shareholder. The Receiving Shareholder shall have 5 Business Days to elect to continue with the IPO process in respect of its Shares. If the Receiving Shareholder does not make such election, the Shareholders shall as soon as practicable following the expiry of the 5 Business Day period referred to above procure that such process is terminated. If the Receiving Shareholder elects to continue to pursue the IPO process pursuant to this clause, the Receiving Shareholder:

(i) must complete the IPO within the nine month period set out in clause 19.1(J), as it applied to the initial IPO process;

(ii) shall be considered the Initiating Shareholder for the purposes of this clause 19 and the other Shareholder shall be deemed the Receiving Shareholder; and

(iii) it must comply with the procedure set out in this clause 19 in respect of any IPO process it pursues.

(E) At any time after the date of the IPO Notice the Receiving Shareholder may, acting reasonably, request periodic updates from the Initiating Shareholder on the status of the IPO process and the Initiating Shareholder shall, within five Business Days of such request, provide sufficient details of the current status of activities and the overall intended timeline to enable the Receiving Shareholder to confirm that the Initiating Shareholder is continuing to pursue the process diligently and in good faith.

(F) In the event that the Initiating Shareholder fails to provide such information to the reasonable satisfaction of the Receiving Shareholder then the Receiving Shareholder shall have the right to give notice to the Initiating Shareholder requiring termination of the process with immediate effect and the Shareholders shall procure the same.

19.4 Cooling off period

Following service of a valid IPO Notice, no other IPO or an Exit Notice may be served by the either Shareholder for a period of nine months after the earlier of the following events: (a) all time periods referred to in this clause 19 have expired; or (b) the termination of the IPO in accordance with this clause 19.

19.5 Post-IPO ROFO

(A) If, at any time following completion of an IPO, either Shareholder (a "**Selling Shareholder**") wishes to sell some or all of its Shares in the Company to any person other than a Permitted Transferee, it shall serve a written notice (a "**Sale Notice**") on the other Shareholder (the "**Remaining Shareholder**"), specifying the number of Shares which it intends to sell (the "**Sale Shares**").

(B) Upon the receipt of a Sale Notice, the Remaining Shareholder may, at any time within 2 Business Days from the date of the Sale Notice, serve a written notice on the Selling Shareholder stating that it wishes to purchase all the Sale Shares (an "**IPO ROFO Notice**"). The IPO ROFO Notice shall:

- (i) state the consideration payable (which shall be cash), expressed as a fixed Euro amount per Sale Share and all the other terms ("**IPO ROFO Terms**") on which the Sale Shares are proposed to be purchased, which shall not impose any obligation on the Selling Shareholder apart from the obligation to sell the full and unencumbered ownership of the Sale

Shares to the Remaining Shareholder together with all rights attaching thereto and shall provide for payment of the entire fixed cash consideration per Sale Share to be made at completion of the sale and purchase;

- (ii) contain an unconditional offer (the “**IPO ROFO Offer**”) from the Remaining Shareholder to purchase the Sale Shares from the Selling Shareholder on the IPO ROFO Terms;

(C) The IPO ROFO Notice shall be irrevocable.

(D) If the IPO ROFO Offer contained in the IPO ROFO Notice is accepted by the Selling Shareholder by notice in writing to the Remaining Shareholder within 2 Business Days of the date of the IPO ROFO Notice, the sale and purchase of the ROFO Shares shall be completed in accordance with the settlement procedures of the relevant stock exchange on the date falling 5 Business Days after the date on which the Selling Shareholder accepted the IPO ROFO Offer.

(E) If:

- (i) the Remaining Shareholder does not serve an IPO ROFO Notice on the Selling Shareholder within 2 Business Days from the date of the Sale Notice in accordance with clause 19.5(B); or
- (ii) the IPO ROFO Offer is not accepted by the Selling Shareholder within 2 Business Days of the date of the IPO ROFO Notice in accordance with clause 19.5(D), such offer shall irrevocably lapse, and,

in each case, the Selling Shareholder shall have the right to pursue a sale of the Sale Shares to a third party, in which case the provisions of clause 19.5(E) shall apply.

(F) Where the Selling Shareholder pursues a sale of the Sale Shares to a third party:

- (i) the sale of the Sale Shares to a third party must be unconditional;
- (ii) the net financial value to the Selling Shareholder of any sale of the Sale Shares must be a price per Share no less than 97.5 per cent of the fixed amount per Sale Share set out in the IPO ROFO Notice; and
- (iii) the sale of the Sale Shares to a third party must be completed within 5 Business Days from the date the later of the expiry or termination of the ROFO Offer.

20. EFFECT OF DEED OF ADHERENCE AND DEED OF NOVATION

- (A) The parties agree to extend the benefit of this agreement to any person who acquires Shares in accordance with this agreement and enters into a Deed of Adherence in the form set out in Schedule 1 (Form of Deed of Adherence), but without prejudice to the continuation inter se of the rights and obligations of the original parties to this agreement and any other persons who have entered into such a Deed of Adherence.
- (B) The parties agree to extend the benefit of this agreement to any person who acquires Shareholder Loans in accordance with this agreement and enters into a Deed of Novation in the form set out in Schedule 4 (Form of Deed of Novation), but without prejudice to the continuation inter se of the rights and obligations of the original parties to this agreement and any other persons who have entered into such a Deed of Novation.

21. PRESCRIBED VALUE

The “**Prescribed Value**” of any Shares shall be determined as follows:

- (A) the Prescribed Value of any Shares shall be a percentage of the market value of the total issued share capital of the Company, such percentage being equal to the percentage of such total issued share capital represented by those Shares;
- (B) the market value of the total issued share capital of the Company shall be an amount determined on the basis of the fully distributed market value at which the Company’s Shares would trade on a regulated market (excluding any IPO discount);
- (C) the Prescribed Value shall be as agreed between the Vodafone Shareholder and the Liberty Global Shareholder or in the absence of agreement within 15 Business Days from the date of the Call Option Notice, as determined in accordance with the following procedure:
 - (i) each Shareholder shall appoint an investment bank of international repute within 20 Business Days of the date of the Call Option Notice to act as appraiser under this procedure (the banks designated by the Vodafone Shareholder and Liberty Global Shareholder being referred to herein as the “**Vodafone Banker**” and the “**Liberty Global Banker**”, respectively). Within 5 Business Days after the designation of the Vodafone Banker or the Liberty Global Banker, whichever is later, the Vodafone Banker and the Liberty Global Banker shall agree upon and jointly designate a third investment bank of international repute to be appointed by the Company and serve as an appraiser pursuant to this procedure and in the event that the Vodafone Banker and Liberty Global Banker fail to agree on a third investment bank (the “**Third Banker**” and collectively with the Vodafone Banker and Liberty Global Banker, the “**Bankers**”) within

the 5 Business Day period, the third investment bank shall be an investment bank of international repute appointed by the Chairman of the British Bankers Association;

- (ii) on the date 30 Business Days from the date of designation of the Third Banker, the Vodafone Banker, Liberty Global Banker and Third Banker shall each deliver to the Company their determination of the Prescribed Value of the relevant Shares;
- (iii) the higher of the Prescribed Value determined by the Vodafone Banker and Liberty Global Banker is the “**Higher Number**” and the lower Prescribed Value determined by the Vodafone Banker and Liberty Global Banker is the “**Lower Number**”;
- (iv) if the Higher Number is not more than 110 per cent of the Lower Number, the Prescribed Value will be the arithmetic average of such two numbers;
- (v) if the Higher Number is more than 110 per cent of the Lower Number, the Prescribed Value will be:
 - (a) the Higher Number, if the Prescribed Value determined by the Third Banker (“**Third Number**”) is greater than the Higher Number;
 - (b) the Lower Number, if the Third Number is less than the Lower Number;
 - (c) the arithmetic average of the Third Number and the other number (Higher Number or Lower Number) that is closer to the Third Number, if the Third Number falls within the range between (and including) the Lower Number and the Higher Number; or
 - (d) the Third Number, if the Lower Number and the Higher Number are equally close to the Third Number;
- (D) the Shareholders agree to procure that the Company provide each Banker with such information within the Company’s possession that may be reasonably requested in writing by such Banker for purposes of its evaluation hereunder;
- (E) the Bankers are permitted to freely consult with the Company and the Shareholders in the course of conducting their evaluations;
- (F) the Bankers shall act as experts and not as arbitrators whose decision shall, save for manifest error, be final and binding; and
- (G) all Bankers’ fees shall be borne by the Shareholders, pro rata to their Percentage Interest.

22. SHAREHOLDER UNDERTAKINGS

22.1 General

Each Shareholder undertakes with each other Shareholder that it will:

- (A) comply with each of the provisions of this agreement;
- (B) exercise its voting rights and other rights as a shareholder of the Company in order (insofar as it is able to do so through the exercise of such rights) to give full effect to the terms of this agreement and the rights and obligations of the parties as set out in this agreement; and
- (C) procure that any Supervisory Director nominated and appointed upon its request from time to time shall (subject to their fiduciary duties to the Company) exercise their voting rights and other powers and authorities in order (insofar as they are able to do so through the exercise of such rights, powers and authorities) to give full effect to the terms of this agreement and the rights and obligations of the parties as set out in this agreement. If a Supervisory Director nominated and appointed by a Shareholder is not exercising their voting rights and other powers and authorities in order to give full effect to the terms of this agreement and the rights and obligations of the parties as set out in this agreement, the Shareholder that nominated and appointed such Supervisory Directors will, at the request of the other Shareholder, procure the resignation of the Supervisory Director concerned.

22.2 Anti-corruption

- (A) Each Shareholder undertakes to the other Shareholder and the Company that it will not, and will (to the extent within its powers) procure that its Associated Persons will not, engage in any activity, practice or conduct in connection with its interest in the Company or the operation of the Business which would give rise to an offence under or non-compliance with any anti-bribery and anti-corruption laws, regulations or codes that may apply to the Company, its Associated Persons or a Shareholder or its Associated Persons from time to time, including without limitation, the Bribery Act 2010 and the US Foreign and Corrupt Practices Act 1977.
- (B) Each Shareholder undertakes to the other Shareholder and the Company that it will (to the extent within its powers) procure that the Company and its Associated Persons will not engage in any activity, practice or conduct in connection with the operation of the Business which would give rise to an offence under or non-compliance with any anti-bribery and anti-corruption laws, regulations or codes that may apply to the Company, its Associated Persons or a Shareholder or its Associated Persons from time to time, including without limitation, the Bribery Act 2010 and the US Foreign and Corrupt Practices Act 1977.

- (C) Each Shareholder will at the reasonable request of the other Shareholder or the Company, confirm in writing that it has complied with its undertakings under clauses 22.2(A) and (B) and will provide any information reasonably requested by that other party in support of such compliance.
- (D) To the extent permitted by law, each Shareholder will indemnify and hold harmless the other Shareholder and the Company and members of their respective Groups from and against any and all claims, damages, losses, penalties, costs and expenses arising from or related to, any breach by that Shareholder of its undertaking in clause 22.2(A).

23. UNDERTAKINGS BY THE COMPANY

23.1 General

To the extent to which it is able to do so by law, the Company undertakes with each of the Shareholders that it will comply with each of the provisions of this agreement. Each undertaking by the Company in respect of each provision of this agreement shall be construed as a separate undertaking and if any of the undertakings is unlawful or unenforceable the remaining undertakings shall continue to bind the Company.

23.2 Anti-corruption

- (A) The Company undertakes to the Shareholders that it will not, and will procure that its Associated Persons will not, engage in any activity, practice or conduct which would give rise to an offence under or non-compliance with any anti-bribery and anti-corruption laws, regulations or codes that may apply to the Company, its Associated Persons or a Shareholder or its Associated Persons from time to time, including without limitation, the Bribery Act 2010 and the US Foreign and Corrupt Practices Act 1977.
- (B) The Company undertakes to the Shareholders that it will adopt and ensure compliance with the bribery and corruption policy adopted by the Company in accordance with clause 7.4 (Company policies) subject to clause 4 (Reserved Matters).
- (C) Any Shareholder who reasonably believes that the Company has not complied with its obligations in this clause 23.2 shall have the right to appoint an independent expert (at the cost of the Company) to investigate the matter and advise the Company on the actions required to remedy any non-compliance. The Company shall be required at its own cost to provide the independent expert with all necessary assistance to conduct the investigation and to implement any such actions.

24. ZIGGO UNDERTAKINGS

- (A) The parties acknowledge that the Ziggo Commitments have been given by the Ultimate Parent of the Liberty Global Shareholder to the European Commission in relation to the Ziggo business of the Company's Group.
- (B) The Company undertakes to (i) each Shareholder and (ii) the Ultimate Parent of the Liberty Global Shareholder, that to the extent it is within its powers to do so,
 - (i) it will; and
 - (ii) it will procure that each member of its Group will,

take any action and/or refrain from taking any action that the Liberty Global Shareholder or the Ultimate Parent of the Liberty Global Shareholder, acting reasonably, may consider necessary to ensure compliance with the Ziggo Commitments. Neither the Vodafone Shareholder nor the Liberty Global Shareholder will take any action or refrain from taking any action (including by declining to approve a Reserved Matter) which prevents or impedes the Company or any member of its Group from complying with its obligations under this clause.
- (C) The Liberty Global Shareholder undertakes that to the extent it is within its power to do so,
 - (i) it will; and
 - (ii) it will procure that each member of its Group will,

take any action and/or refrain from taking any action that it or its Ultimate Parent, acting reasonably, may consider necessary to ensure compliance with the Ziggo Commitments.
- (D) To the extent that any action is required by any member of the Vodafone Shareholder's Group to ensure compliance with the Ziggo Commitments, the Vodafone Shareholder undertakes that to the extent it is within its powers to do so,
 - (i) it will; and
 - (ii) it will procure that each member of its Group will,

take any action and/or refrain from taking any action that the Shareholders both, acting reasonably, consider is necessary to ensure compliance with the Ziggo Commitments.

- (E) The undertakings given in this clause 24 shall apply to each party without limit in time.

25. PROTECTIVE COVENANTS

25.1 Non-compete restriction

- (A) Subject to clauses 25.2, 25.3 and 25.4, each Shareholder undertakes with each other Shareholder and with the Company that it will not and that it will procure that no member of its Group will, either alone or in conjunction with or on behalf of any other person, be engaged or be directly or indirectly interested in carrying on, for itself or by means of investments in other entities, any Restricted Business.
- (B) For the purposes of this agreement, “**Restricted Business**” means the business of operating and maintaining in The Netherlands, as a network operator, mobile virtual network operator, reseller or provider, whether to retail, enterprise or wholesale customers:
- (i) fixed line telecommunications services;
 - (ii) mobile or satellite telecommunications services;
 - (iii) fixed line or mobile broadband telecommunications services;
 - (iv) pay television platform services;
 - (v) video on demand services; and
 - (vi) the production, ownership and licensing of sports channels (for so long as this is a business carried on by the Company or any member of its Group),
- but shall not include:
- (vii) free to air broadcasting;
 - (viii) content production and ownership and programming sales; or
 - (ix) channel production, ownership and licensing to distributors other than, for so long as this is a business carried on by the Company or any member of its Group, the production, ownership and licensing of sports channels.
- (C) Subject to clause 25.1(D), the undertakings given by each Shareholder in clause 25.1(A) shall apply for the period while it remains a Shareholder and for a period of nine months thereafter.
- (D) Following completion of an IPO in accordance with clause 19, the undertakings given by each Shareholder in clause 25.1(A) shall apply for the period while it retains a direct or indirect interest of 20 per cent or more of the issued share capital of the Company.

25.2 Non-compete carve outs for both Shareholders

The undertakings in clause 25.1(A) shall not prohibit either Shareholder or any member of its Group from:

- (A) owning securities, shares or similar interests (including equity securities, debt securities, convertible and exchangeable instruments) in any listed company that represent less than 15 per cent in nominal value of the securities, shares or similar interests of that body corporate, provided that the relevant Shareholder shall not be granted or receive any rights to nominate or appoint a director or other representative to the board of that body corporate;
- (B) acquiring and subsequently carrying on or being engaged in any body corporate or business (an “**Acquired Business**”) where at the time of the acquisition the activities of the Acquired Business include a Competing Business that is a Qualifying Competing Business and:
- (i) the Shareholders agree, within six months of completion of the acquisition of the Qualifying Competing Business, on the terms on which the Qualifying Competing Business shall be purchased by the Company or its Group and such purchase is completed within 12 months of the date on which documentation implementing such sale and purchase is entered into; or
 - (ii) failing agreement between the Shareholders within the six month period referred to in paragraph (1) (“**Period A**”) or failing completion of the sale and purchase within the 12 month period referred to in paragraph (1) (“**Period B**”), the relevant Shareholder procures the sale of the Qualifying Competing Business to an unaffiliated third party or the orderly cessation of the Qualifying Competing Business, in either case within 12 months of the expiry of Period A or Period B (as applicable); or
- (C) operating or managing any over the top (“OTT”) services to the extent that either (i) such services do not compete with any of the

products or services of the Company and its Group from time to time or (ii) customer subscription and wholesale revenues generated by any such service in the Netherlands are less than €5 million per annum.

25.3 Liberty Global non-compete carve outs

- (A) The undertakings in clause 25.1(A) shall not apply to any future international enterprise business of the Liberty Global Shareholder's Group providing that any such business enters into arrangements with the Company and its Group which are substantially similar to those applicable to the Vodafone Global Enterprise (VGE) Business under this agreement (including clause 25.8) and the Framework Agreements.
- (B) The undertakings in clause 25.1(A) shall not apply to any corporate, operational, technical, network infrastructure, warehousing, inventory management, back office support and related ancillary services provided to members of the Liberty Global Shareholder's Group from locations in The Netherlands.

25.4 Vodafone non-compete carve outs

- (A) The undertakings in clause 25.1(A) shall not apply to the Carrier Services Business, the Roaming Services Business, or Vodafone Global Enterprise (VGE) Business of the Vodafone Shareholder's Group from time to time.
- (B) The undertakings in clause 25.1(A) shall not apply to any corporate, operational, technical, network infrastructure, warehousing, inventory management, back office support and related ancillary services provided to members of the Vodafone Shareholder's Group from locations in The Netherlands.

25.5 Most favoured nation restriction

Each Shareholder undertakes with each other Shareholder and with the Company that if it (or any member of its Group), either alone or in conjunction with or on behalf of any other person, is engaged or is directly or indirectly interested in carrying on, for itself or by means of investments in other entities, a business in The Netherlands which provides products or services within the scope of clauses 25.1(B) (vii) to 25.1(B)(ix) or which the Company or its Group might otherwise wish to commercialise given the nature of its business (an "MFN Business") it will, if the MFN Business is carried on by a member of its Ultimate Parent's Group procure that, and in all other cases will use its reasonable efforts to procure that: (i) the MFN Business will, unless legally unable to do so otherwise than in breach of (ii) below, offer the Company the right to transmit or distribute the products and/or services of the MFN Business on terms no less favourable to the Company than the most favourable of the terms offered to any other customer, supplier or distributor in The Netherlands (as the case may be) of that MFN Business and, if no such other terms exist at that time, then on reasonable commercial terms; and (ii) ensure that the MFN Business shall not agree to any exclusivity arrangements with any third parties in relation to its products and/or services without offering the same (on equivalent or better terms) to the Company in advance.

25.6 Non-solicit

- (A) Subject to clauses 25.6(B), 25.6(C) and 25.6(D), each Shareholder undertakes with each other Shareholder and with the Company that it will not and that it will procure that no member of its Group will, either alone or in conjunction with or on behalf of any other person directly or indirectly solicit or entice away from the employment of the Company or any member of its Group, any member of the Executive Management or any employee reporting directly to a member of the Executive Management.
- (B) Subject to clause 25.6(C), the undertakings given by each Shareholder in clause 25.6(A) shall apply for the period while it remains a Shareholder and for a period of nine months thereafter.
- (C) Following completion of an IPO in accordance with clause 19, the undertakings given by each Shareholder in clause 25.6(A) shall apply for the period while it retains a direct or indirect interest of 20% or more of the issued share capital of the Company.
- (D) The undertakings in clause 25.6(A) shall not prevent a Shareholder from considering and accepting an application made by an employee of the Company or any member of its Group:
 - (i) in response to a recruitment advertisement published generally and not specifically directed at employees of the Company or any member of its Group; or
 - (ii) who contacts that Shareholder on their own initiative and without any direct or indirect solicitation from that Shareholder or any member of its Group.

25.7 Separate undertakings

Each undertaking contained in this clause 25 shall be construed as a separate undertaking and if one or more of the undertakings is held to be against the public interest or unlawful or in any way an unreasonable restraint of trade, the remaining undertakings shall continue to bind each Shareholder.

25.8 CEO Veto

The Vodafone Shareholder shall procure that if the Vodafone Global Enterprise (VGE) Business proposes to enter into a new contract, or renew an existing contract, with a customer which includes the provision of services falling within the definition of Restricted Business

(the “**Relevant NL Services**”), the Vodafone Shareholder (on behalf of the Vodafone Global Enterprise (VGE) Business) shall notify the CEO of the terms on which the Vodafone Global Enterprise (VGE) Business proposes that the Relevant NL Services should be provided by the Company and its Group. Unless the CEO rejects the terms proposed by the Vodafone Global Enterprise (VGE) Business, the Company and its Group shall provide the Relevant NL Services on those terms. If the CEO rejects the terms proposed by the Vodafone Global Enterprise (VGE) Business, the Company and its Group shall have no obligation to provide the Relevant NL Services and the Vodafone Global Enterprise (VGE) Business may source the Relevant NL Services from any other provider and doing so shall not constitute a breach of clause 25 (Protective Covenants). In addition, the Vodafone Global Enterprise (VGE) Business may also source Relevant NL Services from a provider other than the Company and its Group where expressly required by a customer and doing so shall not constitute a breach of clause 25 (Protective Covenants).

26. TAX MATTERS

Tax Returns

- 26.1 The Company shall prepare the Tax Returns of each Group Company for all Tax Return Periods beginning after the Completion Date (the “**Post-Completion Period**”).
- 26.2 The Company shall submit each such Tax Return referred to in clause 26.1 in draft form to the Shareholders at least 30 Business Days before the last date on which the return may be filed with the applicable Tax Authority without incurring interest and penalties (taking into consideration any formal extension granted by the appropriate Tax Authority) and the Shareholders shall be given an opportunity to make comments thereon. The Company shall properly reflect in the relevant Tax Return all reasonable comments of Shareholders that are received prior to the submission of the Tax Return.
- 26.3 The Company shall procure that the Group Companies shall cause the completed Tax Returns mentioned in clause 26.2 to be signed and submitted to the appropriate Tax Authority on a timely basis and without amendment, PROVIDED THAT the Company shall not be obliged to procure that a Group Company takes any such action as is mentioned in this clause 26.3 in relation to any Tax Return that is not to the best of that Group Company's knowledge correct and complete.
- 26.4 The Company shall prepare all documentation and deal with all matters (including correspondence) relating to the Tax Returns of Group Companies for all Post-Completion Periods, PROVIDED THAT where there is or is to be any correspondence with any Tax Authority in relation to such Tax Returns, the Company shall promptly send copies of all such correspondence received and copies of all draft replies to the Shareholders and shall give the Shareholders an opportunity to make comments thereon a reasonable time in advance of the submission of those replies to the relevant Tax Authority. The Company shall properly reflect in those replies all reasonable comments received prior to their submission.
- 26.5 The Shareholders shall co-operate in good faith to resolve any disagreements with respect to any comments provided on any Tax Return or draft correspondence referred to in clause 26.3 or 26.4.
- 26.6 The Company shall, and shall procure that the Group Companies post-Completion shall, with respect to the Group Companies:
- (A) not make any material change to the basis, accounting method, accounting period, policy, or practice relating to Tax or any change to any election relating to Tax;
 - (B) not make any change to the structure of the Company or its Group or take any other action that would adversely impact any tax clearance in respect of the Liberty Global Pre-Completion Reorganisation or the Joint Matter (each as defined in the Contribution Agreement) in each case to the extent that the content of such tax ruling has been disclosed to the Company and the Shareholders;
 - (C) not make any change to the structure of the Company and/or any member of the Company's Group or take any other action or decision not to take action (including the entering into a merger, demerger, liquidation or reorganisation, the disposal of shares, the granting of option rights or pledges or other similar rights, any other transfer of a beneficial interest in or voting rights with respect to shares or the change of statutory book years) that could result in (a) the Company and/or any member of the Company's Group being separated from a Fiscal Unity at any point in time during the 3 year period starting on Completion and/or (b) the application of the rule laid down in Article 15ai of the Dutch Corporate Income Tax Act (Wet op de vennootschapsbelasting 1969) (as amended or replaced) at any point in time on or after Completion to the extent that the application of that rule is connected with a Roll-over Revaluation Event as referred to in the Tax Covenant (including the non-compliance with the conditions in the Decision (as defined in the Tax Covenant)) or with any of the steps in the Liberty Global Pre-Completion Reorganisation; and
 - (D) not to make any change to the structure of the Company and/or any member of the Company's Group or take any other action or inaction that could result in a Dutch real estate transfer tax ("overdrachtsbelasting") liability arising in any member of the Company's Group in connection with any transaction entered into by any member of the Company's Group on or before Completion,

in each case unless (i) required by Law, (ii) in the case of any matter covered by clauses 4.2(A)(xxxv) and 4.2(A)(xxxvi), subject to shareholder approval being obtained in accordance with clause 4 (Reserved Matters), and, in any other case, with the prior written consent of the Shareholders, as applicable, (which consent shall not be unreasonably withheld or delayed); (iii) provided in the Tax Covenant or the Contribution Agreement; or (iv) to extent that it would not impact the Tax affairs of the Group Companies and the Company and the Tax (or financial) position of the relevant Shareholder's Group.

Tax Co-Operation

- 26.7 The Shareholders and the Company shall co-operate with, and offer reasonable assistance to, each other in connection with any Tax audit or investigation carried out by any Tax Authority into the Tax affairs of the Company or any Group Company for all Post-Completion Periods.
- 26.8 The Company shall, and shall procure that each Group Company shall:
- (A) provide, in a timely fashion and at the expense of the person requesting it, all information and assistance reasonably requested by any Shareholder that is necessary to enable it, or any member of the requesting party's Group, to complete any Tax Returns and to comply with any Tax reporting requirements or Tax audits or investigations; and
 - (B) provide, in a timely fashion and at the expense of the person requesting it, all information and assistance reasonably requested by any Shareholder to determine the Tax consequences of any transaction it undertakes or proposes to undertake and to manage as appropriate the Tax consequences of any such transaction.
- 26.9 The Shareholders and the Company shall use their reasonable endeavours to ensure that the Company and each Group Company are resident for Tax purposes solely in The Netherlands.

Post-Completion TP provisions

- 26.10 Clauses 26.11 to 26.19 (inclusive) apply to all such provisions to which transfer pricing rules apply or may apply in relation to transactions between any of the Group Companies, on the one hand, and any member of the Vodafone Shareholder's Group or the Liberty Global Shareholder's Group (as the case may be), on the other hand, for all accounting periods commencing on or after the Completion Date (the "**Post-Completion TP Provisions**"), provided that clauses 26.11 to 26.19 (inclusive) shall not apply to the TS Technology Fee (as defined in the Contribution Agreement), the provision giving rise to the TS Technology Fee or otherwise to the transactions described in clause 2.1(B) or 2.1(D) of the Contribution Agreement, which shall be deemed not to be Post-Completion TP Provisions for this purpose.
- 26.11 In any case in which, for the purposes of applicable transfer pricing rules, a member of the Vodafone Shareholder's Group or the Liberty Global Shareholder's Group is the person on whom a potential advantage in relation to Tax is conferred by a Post-Completion TP Provision such that its profits and losses in respect of the Post-Completion TP Provision fall to be adjusted for Tax purposes in an accounting period commencing on or after the Completion Date so as to result in an increase in its liability to Tax (ignoring any available Reliefs) (the "**advantaged person**") and that provision is made or imposed as between that person and a Group Company (being, in its capacity as the other party to the provision, the "**disadvantaged person**"):
- (A) the Company shall, where required by notice from the Vodafone Shareholder (in the case of any provision involving a member of the Vodafone Transferred Group) or the Liberty Global Shareholder (in the case of any provision involving a member of the Liberty Global Transferred Group) and provided such claim can legally and validly be made, procure that the disadvantaged person shall make a claim to the relevant Tax Authority in such form as the Vodafone Shareholder or the Liberty Global Shareholder (as the case may be) may require to have its profits and losses calculated for applicable Tax purposes as if, instead of the actual provision, the arm's-length provision had been made or imposed and to account for Tax accordingly; and
 - (B) the Company shall procure that the disadvantaged person shall pay to the advantaged person a sum equal to the amount of any Tax which is saved or reduced as a result of the claim referred to in clause 26.11(A), such payment not to exceed the difference between the profits and losses of the disadvantaged person calculated for Tax purposes on the basis of the actual provision and the profits and losses of the disadvantaged person (or as they would be) calculated for Tax purposes on a claim of the type referred to in clause 26.11(A) and to be made in cleared funds on the date on which the Tax which is saved or reduced would otherwise have been payable (and for this purpose no earlier than the date on which the Company reasonably determines that the treatment of the relevant Tax affairs by the relevant Tax Authority is final).
- 26.12 In any case involving a Post-Completion TP Provision in which a member of the Vodafone Shareholder's Group or the Liberty Global Shareholder's Group is the disadvantaged person and a Group Company is the advantaged person in an accounting period commencing on or after the Completion Date:
- (A) the Vodafone Shareholder (in the case of any provision involving a member of the Vodafone Shareholder's Group) or the Liberty Global Shareholder (in the case of any provision involving a member of the Liberty Global Shareholder's Group) shall, where required by notice from the Company and provided such claim can legally and validly be made, procure that the disadvantaged person shall make a claim to the relevant Tax Authority in such form as the Company may require to have its profits and losses calculated for applicable Tax purposes as if, instead of the actual provisions, the arm's-length provision had been made or imposed and to account for Tax accordingly; and
 - (B) the Vodafone Shareholder (in the case of any provision involving a member of the Vodafone Shareholder's Group) or the Liberty Global Shareholder (in the case of any provision involving a member of the Liberty Global Shareholder's Group) shall procure that the disadvantaged person shall pay to the advantaged person a sum equal to the amount of any Tax which is saved or reduced as a result of the claim referred to in clause 26.12(A), such payment not to exceed the difference between the profits and losses of the disadvantaged person calculated for Tax purposes on the basis of the actual provision and the profits and losses of the disadvantaged person as (or as they would be) calculated for Tax purposes on a claim of the type referred to in clause 26.12(A) and to be made in cleared funds on the date on which the Tax which is saved or reduced would otherwise have been

payable (and for this purpose no earlier than the date on which the Vodafone Shareholder or the Liberty Global Shareholder, as applicable, reasonably determines that the treatment of the relevant Tax affairs by the relevant Tax Authority is final).

Secondary tax liabilities

- 26.13 Subject to the provisions of clause 26.17, the Vodafone Shareholder covenants with the Company to pay to the Company an amount equal (on an after-Tax basis) to:
- (A) any payment of Tax for which the Company or any Group Company is liable that would not have arisen but for the failure of any member of the Vodafone Shareholder's Group to discharge that Tax; and
 - (B) any out-of-pocket costs or expenses reasonably and properly incurred by the Company or any Group Company solely and directly in connection with any payment of Tax as is referred to in clause 26.13(A) or in connection with any action taken in avoiding, resisting or settling any such payment of Tax or in connection with successfully taking or defending any action under this clause 26.13.
- 26.14 Subject to the provisions of clause 26.17, the Liberty Global Shareholder covenants with the Company to pay to the Company an amount equal (on an after-Tax basis) to:
- (A) any payment of Tax for which the Company or any Group Company is liable that would not have arisen but for the failure of any member of the Liberty Global Shareholder's Group to discharge that Tax; and
 - (B) any out-of-pocket costs or expenses reasonably and properly incurred by the Company or any Group Company solely and directly in connection with any payment of Tax as is referred to in clause 26.14(A) or in connection with any action taken in avoiding, resisting or settling any such payment of Tax or in connection with successfully taking or defending any action under this clause 26.14.
- 26.15 The Company covenants with the Vodafone Shareholder to pay to the Vodafone Shareholder an amount equal (on an after-Tax basis) to:
- (A) any payment of Tax for which the Vodafone Shareholder or any member of its Group is liable that would not have arisen but for the failure of the Company or any Group Company to discharge that Tax; and
 - (B) any out-of-pocket costs or expenses reasonably and properly incurred by the Vodafone Shareholder or any member of its Group solely and directly in connection with any payment of Tax as is referred to in clause 26.15(A) or in connection with any action taken in avoiding, resisting or settling any such payment of Tax or in connection with successfully taking or defending any action under this clause 26.15.
- 26.16 The Company covenants with the Liberty Global Shareholder to pay to the Liberty Global Shareholder an amount equal (on an after-Tax basis) to:
- (A) any payment of Tax for which the Liberty Global Shareholder or any member of its Group is liable that would not have arisen but for the failure of the Company or any Group Company to discharge that Tax; and
 - (B) any out-of-pocket costs or expenses reasonably and properly incurred by the Vodafone Shareholder or any member of its Group solely and directly in connection with any payment of Tax as is referred to in clause 26.16(A) or in connection with any action taken in avoiding, resisting or settling any such payment of Tax or in connection with successfully taking or defending any action under this clause 26.16.
- 26.17 The covenants contained in clauses 26.13 and 26.14 shall not extend to any liability otherwise falling therein to the extent that:
- (A) the liability is interest, a penalty or a fine arising from a failure to pay Tax to a Tax Authority within a reasonable time after the Vodafone Shareholder or the Liberty Global Shareholder (as the case may be) has made a payment of an amount in respect of that liability to Tax under clauses 26.13 and 26.14 (as the case may be);
 - (B) the liability is paid or discharged by a person other than the Company or any Group Company (except where the Company or any Group Company is required to reimburse such person for such payment or discharge) or is otherwise compensated for without cost to the Company or any Group Company; or
 - (C) a claim in respect of the liability can be made against the Vodafone Shareholder or the Liberty Global Shareholder (as the case may be) under clause 2 of the Tax Covenant or could have been made but for the application of any of the exclusions in clauses 3.1, 3.2, 3.6, 3.8, 3.10 or 3.13 of the Tax Covenant, and

the covenants contains in clauses 26.15 and 26.16 shall not extend to any liability otherwise falling therein to the extent that:

- (D) the liability is interest, a penalty or a fine arising from a failure to pay Tax to a Tax Authority within a reasonable time after the Company (as the case may be) has made a payment of an amount in respect of that liability to Tax under clauses 26.15 and 26.16 (as the case may be);
- (E) in the case of 26.15, the liability is paid or discharged by a person other than the Vodafone Shareholder or any member of its

Group (except where the Vodafone Shareholder or any member of its Group is required to reimburse such person for such payment or discharge) or is otherwise compensated for without cost to the Vodafone Shareholder or any member of its Group; or

- (F) in the case of 26.16, the liability is paid or discharged by a person other than the Liberty Global Shareholder or any member of its Group (except where the Liberty Global Shareholder or any member of its Group is required to reimburse such person for such payment or discharge) or is otherwise compensated for without cost to the Liberty Global Shareholder or any member of its Group,

26.18 If the Company or any Group Company receives any Secondary Liability Claim, the Company shall give notice in writing, or procure that notice in writing is given, to the Vodafone Shareholder and the Liberty Global Shareholder as soon as is reasonably practicable. If the Vodafone Shareholder (in the case of a Secondary Liability Claim for which it may be liable) or the Liberty Global Shareholder (in the case of a Secondary Liability Claim for which it may be liable) shall indemnify the Company and any Group Company to the Company's reasonable satisfaction against any liabilities, costs, damages, Tax, losses or expenses which may be incurred thereby, the Company shall, and shall procure that any relevant Group Company shall, take such reasonable action as the Vodafone Shareholder (in the case of a Secondary Liability Claim for which it may be liable) or the Liberty Global Shareholder (in the case of a Secondary Liability Claim for which it may be liable) may by written notice request to dispute, resist or compromise such Secondary Liability Claim.

26.19 If the Vodafone Shareholder or the Liberty Global Shareholder (or any member of their respective Groups) (as the case may be) receives any Secondary Liability Claim, the Vodafone Shareholder or the Liberty Global Shareholder (as the case may be) shall give notice in writing, or procure that notice in writing is given, to the Company as soon as is reasonably practicable.

Structure and timing of indemnity payments

26.20 A payment to be made by the Vodafone Shareholder or the Liberty Global Shareholder (as the case may be) under clause 26.13 or 26.14 shall be made (i) subject to clause 26.21, within ten Business Days from the date on which notice setting out the amount due is received by the Vodafone Shareholder or the Liberty Global Shareholder (as the case may be) from the Company or any Group Company or, if later, (ii) on the date which is two Business Days prior to the last date on which that payment of Tax may be made in order to avoid incurring a liability to interest or penalties, and

a payment to be made by the Company under clause 26.15 or 26.16 shall be made (i) subject to clause 26.21, within ten Business Days from the date on which notice setting out the amount due is received by the Company from the Vodafone Shareholder or the Liberty Global Shareholder (as the case may be) or, if later, (ii) on the date which is two Business Days prior to the last date on which that payment of Tax may be made in order to avoid incurring a liability to interest or penalties.

26.21 Any payment made by either Shareholder or a member of the respective Shareholder's Group to the Company under this agreement shall be made in cash to the Company and that payment shall (so far as possible) be treated as a share premium contribution and shall be recorded in the books and records of the Company as a non-stipulated share premium contribution, unless the Vodafone Shareholder, the Liberty Global Shareholder and the Company have agreed an acceptable arrangement for satisfying that obligation to pay the amount so claimed in an efficient manner (including with regard to Tax) that does not prejudice the interests of the Company (which may involve, by way of example only, a subscription for deferred shares in the Company or making an additional contribution to the Company in respect of existing shares in the Company).

26.22 Any payment made by the Company or a member of respective Shareholder's Group to either Shareholder under this agreement shall (so far as possible) be treated as a distribution from the Company's share premium reserves and shall be recorded in the books and records of the Company as a distribution from the Company's general share premium reserves, unless the Vodafone Shareholder, the Liberty Global Shareholder and the Company have agreed an acceptable arrangement for satisfying that obligation to pay the amount so claimed in an efficient manner (including with regard to Tax) that does not prejudice the interests of the Company.

US tax elections

26.23 The Company shall, and shall procure that the Group Companies shall:

- (A) make or enter into on a timely basis such US Tax Elections relating to the Company and/or any Group Company as the Liberty Global Shareholder may request in writing from time to time, provided (i) that the Liberty Global Shareholder has notified the Vodafone Shareholder and the Company in writing of such request no fewer than fifteen (15) Business Days prior to the date on which the Liberty Global Shareholder requests such US Tax Election to be executed and (ii) that if the Vodafone Shareholder considers (acting reasonably and in good faith) that such US Tax Election will give rise to material adverse financial or Tax consequences for the Vodafone Shareholder or any of its Affiliates, and notifies the Liberty Global Shareholder that this is the case (such notification to contain reasonable details of the nature and quantum of the identified adverse financial or Tax consequences), the US Tax Election shall not be made or entered into without the prior consent of the Vodafone Shareholder (not to be unreasonably withheld or delayed); and
- (B) otherwise than pursuant to clause 26.23(A) above, not make or enter into, change, amend or withdraw any US Tax Election relating to the Company and/or any Group Company nor take any position for US tax purposes that is contrary to the position adopted by the Liberty Global Shareholder or its Affiliates without the prior written consent of the Liberty Global Shareholder (acting in its sole discretion),

and for the purpose of this clause 26.23 "US Tax Election" means any tax election, accounting method, filing, claim or notice for US Tax purposes (whether federal, state or local), including without limitation classification of entities for US tax purposes.

26.24 In this clause 26:

- (A) any term used in this clause 26 but not otherwise defined in this agreement shall take its meaning from the equivalent definition in the Tax Covenant;
- (B) “**Group Company**” means any member of the Company’s Group;
- (C) “**Relief**” means any loss, relief, allowance or credit in respect of any Tax and any deduction in computing income, profits or gains for the purposes of any Tax or any right to repayment of Tax;
- (D) “**Secondary Liability Claim**” means any notice, enquiry, demand, assessment, determination, letter or other document issued by a Tax Authority or any self-assessment made by a Group Company or any other person from which it appears that (A) the Company or any Group Company may be required to make an actual or suffer a deemed payment of Tax or may suffer the non-availability, loss, reduction or cancellation of a Relief, in each case, which may give rise to a claim against the Vodafone Shareholder or the Liberty Global Shareholder (as the case may be) under clause 26.13 or 26.14 or (B) the Vodafone Shareholder or the Liberty Global Shareholder or any member of their respective Groups (as the case may be) may be required to make an actual or suffer a deemed payment of Tax or may suffer the non-availability, loss, reduction or cancellation of a Relief, in each case, which may give rise to a claim against the Company under clause 26.15 or 26.16; and
- (E) any person shall be deemed to be liable for a payment of Tax, and to make that payment of Tax, if it would be liable for a payment of Tax but for the use or setting off against profits or against a liability to pay Tax of any Relief, and such deemed payment of Tax shall be deemed to be due on the earliest possible date on which that Tax could have been due (ignoring for this purpose any application to postpone payment of, appeal against or amendment of any assessment or other notification of that Tax) but for the use or setting off of the Relief concerned.

27. CONFIDENTIALITY

27.1 Confidential information

Each party shall treat as confidential all information obtained as a result of negotiating and entering into this agreement (including by executing a Deed of Adherence or Deed of Novation) or, in the case of a Shareholder, through its interest in the Company (including through any Supervisory Directors nominated and appointed upon the request of such Shareholder or pursuant to clause 9 (Access to Information and Accounts)) or any of its business or assets and which relates to:

- (A) the provisions of this agreement (except clause 14 (Restrictions on dealing with Shares), clause 15 (Permitted Transfers), clause 16 (Transfer of Shares for Convenience), clause 18 (Completion of Transfers), and clause 19 (IPO));
- (B) the negotiations relating to this agreement;
- (C) any member of the Company’s Group or its business, assets, customers or affairs; or
- (D) any Shareholder or their respective Groups, or the business, assets, customers or affairs of any such person,

(all such information being “**Confidential Information**”).

27.2 Use of Confidential Information

Each party shall and shall procure that the Supervising Directors nominated and appointed upon its request and any Observers appointed by it shall:

- (A) maintain such Confidential Information in strict confidence and not disclose any such Confidential Information to any person other than:
 - (i) in the case of a Shareholder, a Supervisory Director nominated and appointed upon its request, or any of such Shareholder’s directors or employees (or any of the directors or employees of any member of its Group) whose duties include the management or monitoring of the business of the Company and who needs to know such information in order to discharge his duties;
 - (ii) a *bona fide* potential transferee of Shares in accordance with this agreement under clause 16 (Transfer of Shares for Convenience) or in connection with a Qualifying Group Sale Disposal or a Permitted Group Sale Disposal, provided that such person has a duty to keep such information confidential on terms that are customary for a transaction of the type in contemplation;
 - (iii) the Joint Global Coordinators where clause 19 (IPO) applies provided they have a duty to keep such information confidential;
 - (iv) to its professional advisers, auditors, financial advisers and bankers provided they have a duty to keep such information confidential;

(v) to the extent the disclosure of such Confidential Information is expressly consented to in writing by each of the Shareholders prior to such disclosure being made (or, if the information only relates to one Shareholder or its Group, which is expressly consented to in writing by such Shareholder); or

(vi) in the case of a Shareholder, to an investor in the Ultimate Parent of that Shareholder to the extent that such disclosure relates to information relating to the Company which is not (in the reasonable opinion of that Shareholder) commercially sensitive and is made in the ordinary course of investor relation activities only (and that Shareholder shall use reasonable endeavours to consult with the other Shareholder on the nature and extent of the disclosure in advance).

- (B) save where disclosure is expressly permitted under clause 27.2(A), not use any such Confidential Information other than for the purpose of conducting the Business or managing or monitoring its investment in the Company; and
- (C) save where disclosure is expressly permitted under clause 27.2(A), procure that any person to whom such Confidential Information is disclosed by it (except where such disclosure was permitted under clause 27.3) complies with the restrictions set out in this clause 27 as if such person were a party to this agreement.

27.3 Permitted disclosure

Notwithstanding the previous provisions of this clause 27 (but without prejudice to the provisions of clause 29 (Announcements)), any party may disclose any such Confidential Information:

- (A) to the extent required by law, or for the purpose of any judicial proceedings arising out of this agreement or pursuant to a horizontal monitoring agreement entered into between the relevant Tax Authority in The Netherlands and the Company or either Shareholder, any member of the respective Shareholder's Group or any Group Company;
- (B) to a Tax Authority in connection with the Tax affairs of the Company or either Shareholder, any member of the respective Shareholder's Group or any Group Company;
- (C) to the extent required by any securities exchange or regulatory or governmental body to which that party is subject or submits, wherever situated, including (amongst other bodies) the Financial Conduct Authority, the Prudential Regulation Authority, the London Stock Exchange plc, The Panel on Takeovers and Mergers, the SEC or NASDAQ, whether or not the requirement for information has the force of law;
- (D) to the extent required for the purpose of any arbitration pursuant to clause 41 (Mediation) and clause 42 (Arbitration); and
- (E) to the extent the information has come into the public domain through no fault of that party or any person to whom it has disclosed Confidential Information in accordance with clause 27.2(A).

27.4 Duration of obligations

The restrictions contained in this clause 27 shall continue to apply to each party (including any Shareholder who has ceased to hold Shares) without limit in time.

28. PARENT COMPANY GUARANTEES

- (A) In consideration for the mutual rights and obligations of the parties under this agreement:
 - (i) the Vodafone Guarantor hereby unconditionally and irrevocably guarantees to the Liberty Global Shareholder the due and punctual payment by the Vodafone Shareholder of all amounts payable by it under or pursuant to this agreement and agrees to indemnify the Liberty Global Shareholder against all liabilities, losses, proceedings, claims, damages, costs or expenses that it may suffer as a result of any failure or delay by the Vodafone Shareholder to pay any amount when due. The liability of the Vodafone Guarantor under this agreement or any other document referred to in it shall not be released or diminished by any variation of the terms of this agreement (whether or not agreed by the Vodafone Guarantor), any forbearance, neglect or delay in seeking performance of the obligations hereby imposed or any granting of time for such performance; and
 - (ii) the Liberty Global Guarantor hereby unconditionally and irrevocably guarantees to the Vodafone Shareholder the due and punctual payment by the Liberty Global Shareholder of all amounts payable by it under or pursuant to this agreement and agrees to indemnify the Vodafone Shareholder against all liabilities, losses, proceedings, claims, damages, costs or expenses that it may suffer as a result of any failure or delay by the Liberty Global Shareholder to pay any amount when due. The liability of the Liberty Global Guarantor under this agreement or any other document referred to in it shall not be released or diminished by any variation of the terms of this agreement (whether or not agreed by the Liberty Global Guarantor), any forbearance, neglect or delay in seeking performance of the obligations hereby imposed or any granting of time for such performance.
- (B) If and whenever a Shareholder (a "**Defaulting Shareholder**") defaults for any reason whatsoever in the payment of any amount payable under or pursuant to this agreement, the relevant Guarantor shall forthwith upon demand unconditionally pay (or procure payment of) the amount in regard to which such default has been made in the manner prescribed by this agreement and so that

the same benefits shall be conferred on the other Shareholder (the “**Non-defaulting Shareholder**”) as would have been received if such payment had been duly and promptly made by the Defaulting Shareholder.

- (C) With respect to each Guarantor, this guarantee is to be a continuing guarantee and accordingly is to remain in force until all the payment obligations of the relevant Defaulting Shareholder shall have been performed or satisfied. This guarantee is in addition to, without limiting and not in substitution for, any rights or security which the relevant Non-defaulting Shareholder may now or after the date of this agreement have or hold for the performance and observance of the obligations, commitments and undertakings of the relevant Defaulting Shareholder under or in connection with this agreement.
- (D) As a separate and independent stipulation, each Guarantor agrees that any obligation of the relevant Defaulting Shareholder which may not be enforceable against or recoverable from the relevant Defaulting Shareholder by reason of any legal limitation, disability or incapacity on or of the relevant Defaulting Shareholder or any fact or circumstance (other than any limitation imposed by this agreement) shall nevertheless be enforceable against and recoverable from the Guarantor as though the same had been incurred by the Guarantor and the Guarantor were the sole or principal obligor in respect thereof and shall be performed or paid by the Guarantor on demand.

29. ANNOUNCEMENTS

29.1 Restriction on announcements

No general or public announcement or communication with news media (together, a “**public announcement**”) containing confidential information concerning the business or assets of the Company or its Group shall be made by any party without the prior written approval of the others, such approval not to be unreasonably withheld or delayed.

29.2 Permitted announcements

Notwithstanding the previous provisions of this clause 29, any party may, whenever practicable after consultation with the other parties, make a public announcement if required by:

- (A) law; or
- (B) any securities exchange or regulatory or governmental body to which that party is subject, wherever situated, including (amongst other bodies) the Financial Conduct Authority, the London Stock Exchange plc or The Panel on Takeovers and Mergers, the SEC and NASDAQ whether or not the requirement has the force of law,

in which case the party concerned shall take all such steps as may be reasonable and practicable in the circumstances to agree the contents of such announcement with the other parties before making such announcement.

29.3 Duration of restrictions

The restrictions contained in this clause 29 shall continue to apply to each party (including any Shareholder who has ceased to hold Shares) for a period of three years from termination of this agreement with respect to that Shareholder in accordance with clause 30 (Termination).

30. TERMINATION

- 30.1 This agreement shall terminate immediately (except for those provisions expressly stated to continue without limit in time, those in clause 19.5, those in clause 24 (Ziggo Undertakings) and those in clause 25 (Protective Covenants) (subject to the provisions of that clause) and without prejudice to any rights, liabilities or remedies arising under this agreement prior to such termination to which clause 42 (Arbitration) will continue to apply):

- (A) if any Shares are listed on, or dealings in any Shares commence on, a regulated market following an IPO in accordance with clause 19;
- (B) if only one Shareholder (together with members of its Group) remains holding Shares; or
- (C) in respect of the rights and obligations of any Shareholder if it and all members of its Group cease to hold any Shares and Shareholder Loans and each person to whom Shares and Shareholder Loans have been transferred by that Shareholder and members of its Group has entered into a Deed of Adherence in the form set out in Schedule 1 (Form of Deed of Adherence) and Deed of Novation in the form set out in Schedule 4 (Deed of Novation).

31. LANGUAGE

31.1 Proceedings

Meetings of the Shareholders, Supervisory Board, Managing Board and any committee shall be conducted in English. Notices (including accompanying papers) and minutes of such meetings shall be prepared in English.

31.2 Documents

Each other document in connection with this agreement shall be in English or accompanied by an English translation. The receiving party shall be entitled to assume the accuracy of and rely upon any English translation of any document, notice or other communication given or delivered to it pursuant to this clause 31.2.

32. ASSIGNMENT

This agreement shall be binding on and enure for the benefit of each party's successors in title. No party shall assign (or declare any trust in favour of a third party over) all or any part of the benefit of, or its rights or benefits under, this agreement, except in accordance with the provisions of this agreement.

33. ENTIRE AGREEMENT

33.1 Whole and only agreement

This agreement constitutes the whole and only agreement between the parties relating to the subject matter of this agreement.

33.2 No reliance on pre-contractual statements

Except in the case of fraud, each party acknowledges that in entering into this agreement it is not relying upon any Pre-contractual Statement which is not repeated in this agreement

33.3 Exclusion of other rights of action

Except in the case of fraud, no party shall have any right of action against any other party to this agreement arising out of or in connection with any Pre-contractual Statement except to the extent that it is repeated in this agreement.

33.4 Meaning of Pre-contractual Statement

For the purposes of this clause, "**Pre-contractual Statement**" means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this agreement made or given by any person at any time prior to this agreement becoming legally binding.

33.5 Variation

This agreement may only be varied in writing signed by each of the parties.

33.6 Conflict with Articles of Association

In the event of any ambiguity or discrepancy between the provisions of this agreement and the Articles of Association, the provisions of this agreement shall prevail as between the Shareholders, but not so as to amend the Articles of Association, for so long as this agreement remains in force. Each of the Shareholders shall exercise all voting and other rights and powers available to it so as to give effect to the provisions of this agreement and, if necessary, to procure (so far as it is able to do so) any required amendment to the Articles of Association.

34. NOTICES

34.1 Notices to be in writing

A notice under this agreement shall only be effective if it is in writing and in English. Notice by email shall be effective, provided that such notice is also served in physical hard copy delivered to the relevant address (in which case notice shall be deemed to be duly given by the relevant email and not the physical hard copy).

34.2 Addresses

Notices under this agreement shall be sent to a party at its address and for the attention of the individual set out below:

<u>Party and title of individual</u>	<u>Address</u>
Liberty Global Shareholder and the Liberty Guarantor	FAO Graham King The Legal Dept Boeing Avenue 53, 1119 PE Schiphol-Rijk, 1070 BT Amsterdam, The Netherlands Main +31 (0)20 778 9840
CC: Bryan Hall (General Counsel)	1550 Wewatta Street, Denver, CO 80202, United States
CC: Jeremy Evans (Deputy General Counsel)	Liberty Global plc, Griffin House, 161 Hammersmith Road, London, W6 8BS, United Kingdom
Vodafone Shareholder and the Vodafone Guarantor	FAO: Martin Buckers Head of Corporate Finance, NL Rivium Quadrant 173, 2909 LC Capelle aan den IJssel, The Netherlands
CC: General Counsel & Company Secretary	Vodafone Group Plc Vodafone House The Connection Newbury Berkshire RG14 2FN
The Company	Its registered office from time to time

provided that a party may change its notice details on giving notice to the other parties of the change in accordance with this clause 34.

34.3 **Receipt of Notices**

- (A) Any notice given under this agreement shall, in the absence of earlier receipt, be deemed to have been duly given as follows:
- (i) if delivered personally, on delivery;

(ii) if sent by first class inland post, two clear Business Days after the date of posting;

(iii) if sent by airmail, six clear Business Days after the date of posting; and

(iv) if sent by e-mail, when sent.

- (B) Any notice given under this agreement outside Working Hours in the place to which it is addressed shall be deemed not to have been given until the start of the next period of Working Hours in such place.

34.4 **Service of proceedings**

The provisions of this clause 34 shall not apply in relation to the service of any arbitration proceedings pursuant to clause 42.

35. **REMEDIES AND WAIVERS**

35.1 **Delay or omission**

No delay or omission by any party to this agreement in exercising any right, power or remedy provided by law or under this agreement shall:

- (A) affect that right, power or remedy;
- (B) operate as a waiver of it; or
- (C) operate as an affirmation of this agreement.

35.2 **Single or partial exercise**

The single or partial exercise of any right, power or remedy provided by law or under this agreement shall not, unless otherwise expressly stated, preclude any other or further exercise of it or the exercise of any other right, power or remedy.

35.3 **Cumulative rights**

The rights, powers and remedies provided in this agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

35.4 **Damages not an adequate remedy**

Notwithstanding any express remedies provided under this agreement and without prejudice to any other right or remedy which any party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach by it of the provisions of this agreement, so that in the event of a breach or anticipated breach of such provisions, the remedies of injunction and/or an order for specific performance may in appropriate circumstances be available.

35.5 **No third party rights**

- (A) Subject to clause 35.5(B), the parties to this agreement do not intend that any term of this agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this agreement.
- (B) The parties agree that the undertakings of the Vodafone Shareholder and the Company pursuant to clause 24 (Ziggo Undertakings) shall be enforceable by the Ultimate Parent of the Liberty Global Shareholder.

35.6 **Invalidity**

If at any time any provision of this agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

- (A) the legality, validity or enforceability in that jurisdiction of any other provision of this agreement; or
- (B) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this agreement.

36. **NO PARTNERSHIP OR FIDUCIARY RELATIONSHIP**

The parties acknowledge and agree that:

- (A) nothing in this agreement and no action taken by the parties under this agreement shall constitute a partnership, association or other co-operative entity between any of the parties or constitute any party the agent of any other party for any purpose; and

(B) no fiduciary relationship or fiduciary duties shall exist between the parties arising out of or in connection with this agreement.

37. COSTS AND EXPENSES

Except as otherwise stated in this agreement, each party shall pay its own costs and expenses in relation to the negotiation, preparation, execution and carrying into effect of this agreement. The costs relating to the notarisation of the agreement and any notary's fees incurred as a result of any matter provided in this agreement shall be borne equally by the Shareholders.

38. COUNTERPARTS

This agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this agreement, but all the counterparts shall together constitute but one and the same instrument. Delivery of a counterpart of this agreement by e-mail attachment shall be an effective mode of delivery.

39. CHOICE OF GOVERNING LAW

This agreement is to be governed by and construed in accordance with English law. Any matter, claim or dispute arising out of or in connection with this agreement, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.

40. SHAREHOLDER DISPUTE MATTER

- (A) In relation to any Shareholder Dispute Matter, the Shareholder that is not involved in the Shareholder Dispute Matter shall give written notice to the other Shareholder and to the Company prior to any proceedings in respect of the Shareholder Dispute Matter being initiated by the Company's Group ("**Shareholder Dispute Matter Notice**").
- (B) Upon receipt of a Shareholder Dispute Matter Notice, the Shareholders agree to refer the Shareholder Dispute Matter to the chief executive officer of each Shareholder's Ultimate Parent and those chief executive officers shall meet as soon as reasonably practicable and use reasonable endeavours to resolve the issue.
- (C) If there is no resolution at the meeting referred to in clause 40(B) (or following any further agreed period), a Shareholder can refer the matter to non-binding mediation, in accordance with the provisions of clause 41 (Mediation).

41. MEDIATION

- 41.1 If any dispute arises out of or in connection with this agreement, the chief executive officer of each Shareholder's Ultimate Parent will, within 20 Business Days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.
- 41.2 If there is no resolution at the meeting referred to in clause 41.1, the parties will attempt to settle the dispute by mediation. Unless otherwise agreed by the Shareholders, the mediation will be conducted in accordance with CEDR Model Mediation Procedure and the mediator will be nominated by the CEDR. To initiate the mediation a party must give an ADR Notice to the other party to the dispute requesting a mediation. A copy of the ADR Notice should also be sent to the CEDR. The mediation will start not later than 10 Business Days after the date of the ADR Notice.
- 41.3 No party may commence any arbitration in accordance with the provisions of clause 41 (Arbitration) in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

42. ARBITRATION

- 42.1 Subject to clause 40 (Shareholder Dispute Matter), all disputes arising out of or in connection with this agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("**ICC**") by three arbitrators appointed in accordance with the said "**Rules**".
- 42.2 Nothing in this clause 41 shall prevent any Party, before an arbitration has commenced under this Clause or any time thereafter, from applying for conservatory and interim relief measures (an "**Injunctive Matter**"), including, but not limited to, temporary restraining orders or preliminary injunctions, or their equivalent, from any court of competent jurisdiction. The Parties hereby agree to opt-out of the Emergency Arbitrator Provisions under Article 29 of the ICC Rules; such Emergency Arbitrator Provisions shall not apply to any disputes arising out of, in connection with or relating to this agreement.
- 42.3 The place of arbitration shall be Amsterdam.
- 42.4 The language of the arbitration shall be English.
- 42.5 The parties agree that in so far as any provision contained in the ICC Rules is incompatible with applicable English or Dutch law, that provision or relevant part of that provision is to be excluded.
- 42.6 The parties undertake to keep confidential all awards in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party (A) by law, legal duty or any requirement of a securities exchange or regulatory or governmental body to which that party is subject, (B) to protect or pursue a legal right or (C) to enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority.

43. AGENT FOR SERVICE OF PROCESS

- 43.1 Each party which is incorporated or which is organised and exists outside of England and Wales shall maintain an agent in England for service of process and any other documents in proceedings in connection with this agreement. That agent shall be:
- (A) in the case of the Liberty Global Shareholder, FAO Jeremy Evans, Deputy General Counsel, Liberty Global Europe Ltd, whose address is Griffin House, 161 Hammersmith Road, London W6 8BS, United Kingdom;
 - (B) in the case of the Vodafone Shareholder, Vodafone Group Services Limited, whose address is Vodafone Group Plc, Vodafone House, The Connection, Newbury. Berkshire RG14 2FN; and
 - (C) in the case of the Company, Liberty Global Shareholder, FAO Jeremy Evans, Deputy General Counsel, Liberty Global Europe Ltd, whose address is Griffin House, 161 Hammersmith Road, London W6 8BS, United Kingdom with a copy of all correspondence to the Vodafone Shareholder, Vodafone Group Services Limited, whose address is Vodafone Group Plc, Vodafone House, The Connection, Newbury. Berkshire RG14 2FN, or such other agent as may be appointed on behalf of the Company from time to time.
- 43.2 Any claim form, judgment or other notice of legal process shall be sufficiently served on the relevant party if delivered to its appointed agent at its address for the time being (as specified in clause 43.1 or, if applicable, the Deed of Adherence or Deed of Novation relating to such party).
- 43.3 Each party required to maintain an agent in accordance with clause 43.1 agrees not to revoke the authority of its agent and if for any reason it does so or its agent ceases to act in such capacity, it shall promptly appoint another agent with an address in England and notify each other party of the agent's details. If a relevant party fails to appoint another agent within 14 days of it being required to do so under this clause 43.3, any other party may, at the defaulting party's expense, appoint one on behalf of the defaulting party.

IN WITNESS of which this agreement has been executed and delivered as a deed on the date which first appears on page 1 of this agreement.

Schedule 1
Form of Deed of Adherence

THIS DEED is made on []

by [], a company incorporated [in / under the laws of] [] under registered number [], whose [registered / principal] office is at [] (the **"New Shareholder"**).

WHEREAS:

- (A) By a transfer dated [], [] transferred to the New Shareholder [] Shares of [] each in the capital of [] (the **"Company"**).
- (B) This Deed is entered into in compliance with the terms of clause 15.2 of an agreement dated [] made between (1) Vodafone International Holdings B.V., (2) Vodafone Group Plc, (3) Liberty Global Europe Holding B.V., (4) Liberty Global plc and (5) Lynx Global Europe II B.V. as such agreement shall have been or may be amended, supplemented or novated from time to time (the **"Shareholders Agreement"**).

THIS DEED WITNESSES as follows:

- 1 The New Shareholder undertakes to adhere to and be bound by the provisions of the Shareholders Agreement, and to perform the obligations imposed by the Shareholders Agreement which are to be performed on or after the date of this Deed, in all respects as if the New Shareholder were a party to the Shareholders Agreement and named therein as [the Vodafone / Liberty Global Shareholder] OR [a Shareholder].
- 2 This Deed is made for the benefit of (a) the original parties to the Shareholders Agreement and (b) any other person or persons who after the date of the Shareholders Agreement (and whether or not prior to or after the date of this Deed) adheres to the Shareholders Agreement (each referred to in clause 6 below as a "party").
- 3 The address, facsimile number and e-mail address of the New Shareholder for the purposes of clause 43 (Agent for service of process) of the Shareholders Agreement are as follows:

<u>Party and title of individual</u>	<u>Address</u>	[Facsimile no.]	[E-mail address]
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[Its registered office
from time to time]

- 4 [The New Shareholder's agent for service of process for the purposes of clause 43.1 of the Shareholders Agreement shall be [•], whose address is [•].]
- 5 Any matter, claim or dispute arising out of or in connection with this Deed, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.

- 6 The courts of England are to have jurisdiction to settle any dispute, whether contractual or non-contractual, arising out of or in connection with this Deed. Any proceeding, suit or action arising out of or in connection with this Deed ("**Proceedings**") or the negotiation, existence, validity or enforceability of this Deed may be brought in the courts of England. Each party agrees that this jurisdiction agreement is for the benefit of each other party and that each party is therefore to retain the right to bring Proceedings in the courts of any other competent jurisdiction. This clause shall not limit the right of any party to bring Proceedings, to the extent permitted by law, in the courts of more than one jurisdiction at the same time. Each party irrevocably submits and agrees to submit to the jurisdiction of the English courts and any other court in which Proceedings may be brought in accordance with this clause.

IN WITNESS of which this Deed has been executed and delivered by the New Shareholder on the date which first appears above.

[Appropriate execution clauses to be inserted]

Schedule 2
Ziggo Commitments

Schedule 3
Treasury Principles

- (A) A beauty parade of at least three of the RCF Banks shall be arranged which may be attended by the Shareholders and the Company. Advice shall be sought from the relevant banks on the all-in cost of debt (including pricing, fees and original issue discounts) and the recommended strategy for the Recapitalisation or Refinancing. Banks will be chosen based on the information presented at the beauty parade and on the basis of their market status for the particular debt services and products sought (and in making the decision to choose the banks the Shareholder(s) shall act reasonably).
- (B) In the case of Recapitalisations, the Leverage Ratio shall be increased as close as possible to 5:1, provided that the Leverage Ratio shall not exceed 4.99:1 immediately following completion of the Recapitalisation and shall not (as determined by reference to the Business Plan in place at the time of implementing the Recapitalisation) exceed 4.99:1 at the end of each quarter of the 12 month period following completion of the Recapitalisation.
- (C) The Recapitalisation or Refinancing shall not be implemented in respect of an amount less than the prevailing market standard minimum tranche size unless such new debt is being added to an existing debt tranche;
- (D) All financial debt shall be at a fixed rate of interest or, where not at a fixed rate, shall be fully hedged to an effective fixed rate (meaning, in the case of loans, to their maturity and, in case of bonds, to the first date at which they may be first called by the holders or the Company's Group at par);
- (E) All financial debt shall be denominated in Euros or shall be fully hedged to the Euro (meaning, in the case of loans, to their maturity and, in case of bonds, to the first date at which they may be first called by the holders or the Company's Group at par) and all non-functional operational currencies shall be hedged for the minimum of the remaining period of the Business Plan;
- (F) All counterparties to hedging transactions must be RCF Banks and must have a credit rating of BBB+ or better by at least one international credit rating agency;
- (G) The covenant terms of the financial debt shall be as flexible as possible in the then prevailing credit market, and to the extent possible shall not include any maintenance covenants but in any event shall not include additional maintenance covenants compared with the terms in place at the date of this agreement;
- (H) The Company Group should not at any time have a weighted average remaining term of all of its "Indebtedness" (as defined in the Reference Indenture) of less than six years, and should not have any financial debt with a remaining term of less than three years;

- (I) The Company Group should maintain, at a minimum, an €800 million revolving credit facility;
- (J) The external legal counsel of Ziggo Group Holding B.V. and its lenders as at the date of this agreement will continue to be engaged to act on Recapitalisations and Refinancings (unless both Shareholders agree otherwise); and
- (K) The Tax consequences of a Recapitalisation and Refinancing for the Company and its Group shall be taken into account and structured in the most Tax efficient manner.

Schedule 4
Form of Deed of Novation

THIS DEED is made on [●]

BETWEEN

(1) [ORIGINAL PARTY], whose registered office is at [●] (the “**Original Party**”);

(2) [NEW PARTY], whose registered office is at [●] (the “**New Party**”); and

(3) [REMAINING PARTY], whose registered office is at [●] (the “**Company**”).

WHEREAS:

- (A) This Deed is entered into in compliance with the terms of clause 20.3 of an agreement dated [●] made between (1) Vodafone International Holdings B.V., (2) Vodafone Group Plc, (3) Liberty Global Europe Holding B.V., (4) Liberty Global plc and (5) Lynx Global Europe II B.V. as such agreement shall have been or may be amended, supplemented or novated from time to time (the “**Shareholders Agreement**”).
- (B) The Original Party and the Remaining Party are party to an intercompany loan agreement dated [●] (the “**Loan Agreement**”) which is a Shareholder as defined in the Shareholders Agreement.
- (C) The Original Party has agreed to transfer by way of novation the whole of its rights and obligations under the Loan Agreement, pursuant to the terms of this Deed.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 Defined terms used in this Deed have the meaning given to such terms in the Loan Agreement unless otherwise defined.

1.2 In this Deed, unless otherwise specified:

- (A) references to Clauses are to clauses, sub-clauses and paragraphs of this Deed;
- (B) words importing the singular shall include the plural, and vice versa;
- (C) headings to clauses are for convenience only and do not affect the interpretation of this Deed.

2. Novation

2.1 Assumption of obligations by the New Party

On the date of this Deed, the Original Party hereby transfers by novation all of its rights, obligations and liabilities under the Loan Agreement to the New Party. The New Party undertakes to the Remaining Party that it will, on and with effect from the date of this Deed, assume and discharge all the obligations of the Original Party under the Loan Agreement arising on or after the date of this Deed and otherwise to be bound by, observe and perform all the terms and conditions of the Loan Agreement as if it had been a party to the Loan Agreement in lieu of the Original Party. From the date of this Deed, references to the Original Party in the Loan Agreement will be deemed to be references to the New Party.

2.2 Release of the Original Party

With effect from the date of this Deed, the Remaining Party releases and discharges the Original Party from performance of its obligations under the Loan Agreement and from all liabilities, claims and demands of any kind arising under or in connection with the Loan Agreement on or after the date of this Deed.

2.3 Acceptance of obligations of the New Party

As from the date of this Deed, the Remaining Party hereby confirms its consent to the novation made by this deed and accepts the undertaking by the New Party set out in Clause 2.1 to perform the obligations under the Loan Agreement as if it were a party to the Loan Agreement in lieu of the Original Party as of the date of this Deed.

2.4 Rights granted to the New Party by the Remaining Party

The Remaining Party undertakes to the New Party that it will on and with effect from the date of this Deed:

- (A) observe and perform all the terms and conditions of the Loan Agreement as if the New Party had been a party to the Loan Agreement in place of the Original Party and the obligations of the Remaining Party had been owed to the New Party in lieu of the Original party; and
- (B) be liable to the New Party for any breaches of the Loan Agreement on its part.

3. Costs and Expenses

Each party to this Deed shall pay all costs and expenses (including legal costs and expenses) incurred by it in connection with the negotiation, preparation and execution of this Deed.

4. Representations

Each party represents to the other parties hereto that it is duly authorised to execute, deliver and perform its obligations under this Deed.

5. Contracts (Rights of Third Parties) Act 1999

The parties to this Agreement do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.

6. Further Assurance

Each party shall at its own cost, from time to time on request, do or procure the doing of all acts and/or execute or procure the execution of all documents in a form satisfactory to the other parties which the other parties may reasonably consider necessary for giving full effect to this Deed and securing to each of the parties the full benefit of the rights, powers and remedies conferred upon each of the parties in this Deed.

7. Counterparts

- 7.1 This Deed may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart.
- 7.2 Each counterpart shall constitute an original of this Deed, but all the counterparts shall together constitute but one and the same instrument.

8. Governing Law

This Deed shall be governed by and construed in accordance with the laws of England and Wales and each of the parties irrevocably submits for all purposes of or in connection with this Deed to the exclusive jurisdiction of the Courts of England.

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

[Appropriate execution clauses to be inserted]

Schedule 5
Post-IPO Governance

- (A) The parties acknowledge that investor feedback from the IPO marketing process may affect the final details of post-IPO governance, and will agree to changes advised as reasonably necessary to avoid a material impact on the IPO or after market price.
- (B) There will be a continuing agreement that Liberty Global and Vodafone will vote together to secure the appointment of a Supervisory Board that contains equal numbers of Liberty Global and Vodafone nominees (not counting any works council nominees on the Supervisory Board as are required by law).

This agreement will apply until (if ever) the aggregate holding of Liberty Global and Vodafone drops below 50 per cent of the issued shares. See below for impact of Liberty Global and Vodafone holding un-equal shares.

Until such time as the joint Liberty Global/Vodafone holding drops below 50 per cent of the issued shares, all Supervisory Board decisions will continue to require a two-thirds majority of those present and voting, including at least two of the directors nominated by each shareholder.

The parties expect that it will be appropriate to ensure that some of those nominated by them count as “independent” (i.e. not officers, employees, consultants etc of Liberty Global/Vodafone).

- (C) Most of the JV Co reserved matters will be entrenched into the post IPO Articles of Association, so that prior majority shareholder approval is required for them. The JV Co reserved matters which will be dropped are:

- (i) commencement/settlement of litigation;
- (ii) Business Plan/budget adoption;
- (iii) Senior officer remuneration, and employee remuneration policy generally; and
- (iv) Borrowings/dividends (see below).

The restrictions on acquisitions/disposals/commitments/investments etc will be retained but with amounts increased to be equivalent to UK listing rules for class 1 transactions.

- (D) Liberty Global and Vodafone will agree to vote their shares together on reserved matters so that unless they both agree to the relevant resolution, they both vote against it.
- (E) The concept of a Target Leverage Ratio will be maintained. As part of the IPO planning, the parties will undertake (subject to this not being tax-prohibitive) an exchange of equity for debt, so that the IPO company starts listed life with

shareholder loans to Liberty Global/Vodafone in place that can be a conduit for payment of recap proceeds. Thereafter a full distribution policy will be maintained.

- (F) The "one to fire, two to hire" approach on senior executives will be dropped. But while the Supervisory Board continues to be 50/50 as between Vodafone and Liberty Global nominees, and there is the two-thirds majority requirement (see above) there will be some possibility of a deadlock on replacement of executives.
- (G) Liberty Global and Vodafone will each have a ROFO if the other wishes to sell any shares post IPO to any person other than a member of its own Group and no regulatory or other condition precedent is required for a sale to them. There will be no other transfer restrictions, tag rights or drag rights.
- (H) There will be no call options or other "breach events".
- (I) There will be no post exit "non-competes/non-solicits", but the parties will continue to be bound by these obligations until their holding drops below 20 per cent.
- (J) If the Liberty Global/Vodafone voting percentages diverge:
 - (i) Equality of governance rights, as above, will be retained until the smaller holding is less than 45 per cent of the combined holding.
 - (ii) Below 45 per cent, the smaller interest will lose one of its board nominations, and it will only be allowed to "veto" a shorter list of reserved matters (limited to structural matters) but will continue to be obliged to vote its shares to ensure that the larger holder can preserve its board nominees and veto reserved matters
 - (iii) Below 40 per cent, the smaller interest will lose a further board nomination right but reserved matter rights and voting obligations continue as above
 - (iv) Below 35 per cent, the smaller interest will lose all board nomination and reserved matter rights, but its voting obligations will continue
 - (v) Below 30 per cent, all obligations and rights expire.

If we assume that the public own 25 per cent at the time of the IPO, and that the larger holder does not exercise its ROFO so as to increase its holding post IPO, the above percentages are, as percentages of the total share capital, 33.75 per cent, 28 per cent, 22.75 per cent and 18 per cent respectively

TESTIMONIUM

IN WITNESS of which the parties have entered into this Agreement on the date which first appears above.

For and on behalf of

Vodafone International Holdings BV

Name:

Title:

Name:

Title:

For and on behalf of

Liberty Global Europe Holding BV

Name:

Title:

Name:

Title:

For and on behalf of
Lynx Global Europe II BV

Name:

Title:

Name:

Title:

For and on behalf of

Vodafone Group Plc

Name:

Title:

For and on behalf of

Liberty Global PLC

Name:

Title:

LIBERTY GLOBAL PLC
UNAUDITED CONDENSED CONSOLIDATED PRO FORMA
FINANCIAL STATEMENTS

General

The accompanying unaudited condensed consolidated pro forma financial statements of Liberty Global plc (Liberty Global) reflect the pro forma effects of the contribution of Ziggo Group Holding B.V. (Ziggo Group Holding) and its subsidiaries, including Liberty Global Netherlands Content B.V. to the Dutch JV (as defined and described below) and certain related transactions. Ziggo Group Holding and its subsidiaries are collectively referred to herein as the "Dutch JV Entities."

The accompanying unaudited condensed consolidated pro forma balance sheet as of September 30, 2016 gives effect to the contribution of the Dutch JV Entities and certain related transactions, as if these transactions had occurred on such date. The accompanying unaudited condensed consolidated pro forma statements of operations for the nine months ended September 30, 2016 and for the year ended December 31, 2015 give effect to the contribution of the Dutch JV Entities and certain related transactions, as if such transactions had occurred on January 1, 2015.

The unaudited condensed consolidated pro forma results do not purport to be indicative of the financial position and results of operations that Liberty Global will obtain in the future, or that Liberty Global would have obtained were these transactions effective as of the dates indicated above. The pro forma adjustments are based upon currently available information and upon certain assumptions that Liberty Global believes are reasonable. These unaudited condensed consolidated pro forma financial statements have been derived from, and should be read in conjunction with, the September 30, 2016 condensed consolidated financial statements and the December 31, 2015 consolidated financial statements of Liberty Global.

The pro forma adjustments presented in (i) the accompanying unaudited condensed consolidated pro forma balance sheet are based on an exchange rate as of September 30, 2016 of 1.1228 United States ("U.S.") dollar per euro, (ii) the accompanying unaudited condensed consolidated pro forma statement of operations for the nine months ended September 30, 2016 are based on an average exchange rate for the period of 1.1164 U.S. dollars per euro and (iii) the accompanying unaudited condensed consolidated pro forma statement of operations for the year ended December 31, 2015 are based on an average exchange rate for the period of 1.1100 U.S. dollars per euro. In addition, convenience translations into U.S. dollars are calculated as of September 30, 2016. In these unaudited condensed consolidated pro forma financial statements, the terms "we," "our" and "us" may refer, as the context requires, to Liberty Global or collectively to Liberty Global and its subsidiaries.

Dutch JV Overview

On February 15, 2016, Liberty Global and Liberty Global Europe Holding B.V., our wholly-owned subsidiary, entered into an agreement with Vodafone Group plc (Vodafone) and one of its wholly-owned subsidiaries. Pursuant to this agreement, Liberty Global and Vodafone agreed to form a 50:50 joint venture (the Dutch JV) that would combine the Dutch JV Entities with Vodafone's mobile businesses in the Netherlands (Vodafone NL) to create a national unified communications provider in the Netherlands with complementary strengths across video, broadband, mobile and business-to-business services (the Dutch JV Transaction). Liberty Global and Vodafone completed the Dutch JV Transaction on December 31, 2016. While these unaudited condensed consolidated pro forma financial statements reflect the effective disposition of a 50% interest in the Dutch JV Entities, our effective acquisition of a 50% interest of Vodafone NL through the Dutch JV is not significant to the consolidated financial statements of Liberty Global. Accordingly, we have not included pro forma adjustments reflecting the effective acquisition of a 50% interest in Vodafone NL.

In connection with the closing of the Dutch JV Transaction, Vodafone made an equalization payment to Liberty Global. The amount of the equalization payment, which is subject to post-closing adjustments, was based on the defined net debt and certain working capital adjustments of Ziggo Group Holding and Vodafone NL at December 31, 2016. The Dutch JV Entities were contributed to the Dutch JV with their outstanding third-party debt.

In anticipation of the recapitalization of the Dutch JV, certain subsidiaries of Ziggo Group Holding entered into various debt financing arrangements in September 2016 (the Recapitalization Transactions). The net proceeds from the Recapitalization Transactions of \$3.2 billion equivalent were placed into escrow pending the formation of the Dutch JV. On January 4, 2017, in connection with the formation of the Dutch JV, the Dutch JV distributed the net proceeds held in escrow to Liberty Global and Vodafone on a pro rata basis.

Pursuant to an agreement entered into in connection with the closing of the Dutch JV (the Framework Agreement), Liberty Global and Vodafone will charge fees for certain services to be provided to the Dutch JV by their respective subsidiaries. These

unaudited condensed consolidated pro forma financial statements give effect to the estimated amounts to be charged by Liberty Global and its subsidiaries to the Dutch JV pursuant to the Framework Agreement.

Following completion of the Dutch JV Transaction, we will account for our 50% interest in the Dutch JV as an equity method investment.

LIBERTY GLOBAL PLC
Unaudited Condensed Consolidated Pro Forma Balance Sheet
September 30, 2016

	Liberty Global historical	Contribution of Dutch JV Entities (1)	Liberty Global as adjusted	Pro forma adjustments		Pro forma Liberty Global
in millions						
ASSETS						
Cash and cash equivalents	\$ 977.1	\$ —	\$ 977.1	\$ 809.1	(2)	\$ 3,383.8
				1,597.6	(3)	
Receivables and other current assets	2,947.5	—	2,947.5	—		2,947.5
Total current assets	3,924.6	—	3,924.6	2,406.7		6,331.3
Investments	2,243.8	1,122.8	3,366.6	5,029.4	(4)	6,798.4
				(1,597.6)	(3)	
Property and equipment, net	21,606.2	—	21,606.2	—		21,606.2
Goodwill	24,360.0	—	24,360.0	—		24,360.0
Intangible assets subject to amortization, net	4,076.2	—	4,076.2	—		4,076.2
Assets held for sale	18,546.6	(18,546.6)	—	—		—
Other assets, net	6,216.1	—	6,216.1	—		6,216.1
Total noncurrent assets	77,048.9	(17,423.8)	59,625.1	3,431.8		63,056.9
Total assets	\$ 80,973.5	\$ (17,423.8)	\$ 63,549.7	\$ 5,838.5		\$ 69,388.2
LIABILITIES AND SHAREHOLDERS' EQUITY						
Liabilities:						
Current portion of debt and capital lease obligations	\$ 2,155.4	\$ —	\$ 2,155.4	\$ —		\$ 2,155.4
Other current liabilities	6,481.2	—	6,481.2	—		6,481.2
Total current liabilities	8,636.6	—	8,636.6	—		8,636.6
Long-term debt and capital lease obligations	41,792.1	—	41,792.1	—		41,792.1
Liabilities associated with assets held for sale	13,411.7	(13,411.7)	—	—		—
Other long-term liabilities	4,167.8	—	4,167.8	—		4,167.8
Total liabilities	68,008.2	(13,411.7)	54,596.5	—		54,596.5
Equity:						
Share capital	10.8	—	10.8	—		10.8
Additional paid-in capital	17,982.0	—	17,982.0	—		17,982.0
Accumulated deficit	(5,677.3)	(4,012.1)	(9,689.4)	(644.5)	(5) (6)	(4,495.4)
				809.1	(2) (5)	
				5,029.4	(4) (5)	
Accumulated other comprehensive earnings (loss), net of taxes	(316.7)	—	(316.7)	644.5	(6)	327.8
Treasury shares, at cost	(0.3)	—	(0.3)	—		(0.3)
Total Liberty Global shareholders	11,998.5	(4,012.1)	7,986.4	5,838.5		13,824.9
Noncontrolling interests	966.8	—	966.8	—		966.8
Total equity	12,965.3	(4,012.1)	8,953.2	5,838.5		14,791.7
Total liabilities and equity	\$ 80,973.5	\$ (17,423.8)	\$ 63,549.7	\$ 5,838.5		\$ 69,388.2

LIBERTY GLOBAL PLC
Unaudited Condensed Consolidated Pro Forma Statement of Operations
Nine months ended September 30, 2016

	Liberty Global historical	Contribution of Dutch JV Entities ⁽⁷⁾	Liberty Global as adjusted	Pro forma adjustments		Pro forma Liberty Global
in millions, except share and per share data						
Revenue	\$ 14,869.3	\$ (2,039.3)	\$ 12,830.0	\$ 100.0	(8)	\$ 12,930.0
Operating costs and expenses:						
Operating (other than depreciation and amortization)	5,574.9	(641.1)	4,933.8	—		4,933.8
Selling, general and administrative	2,665.0	(282.2)	2,382.8	—		2,382.8
Depreciation and amortization	4,405.4	(594.7)	3,810.7	—		3,810.7
Impairment, restructuring and other operating items, net	246.9	(8.0)	238.9			238.9
	12,892.2	(1,526.0)	11,366.2	—		11,366.2
Operating income	1,977.1	(513.3)	1,463.8	100.0		1,563.8
Non-operating income (expense):						
Interest expense	(1,940.8)	266.5	(1,674.3)	—		(1,674.3)
Realized and unrealized gains on derivative instruments, net	106.9	370.3	477.2	—		477.2
Foreign currency transaction gains, net	133.2	(89.9)	43.3	—		43.3
Losses on debt modification and extinguishment, net	(88.7)	16.0	(72.7)	—		(72.7)
Share of equity losses	(72.1)	17.4	(54.7)	(84.0)	(9)	(138.7)
Other expense, net	(467.7)	(0.5)	(468.2)	46.4	(10)	(421.8)
Loss before income taxes	(352.1)	66.5	(285.6)	62.4		(223.2)
Income tax expense	(116.6)	25.5	(91.1)	—	(11)	(91.1)
Net loss	(468.7)	92.0	(376.7)	62.4		(314.3)
Net earnings attributable to noncontrolling interests	(48.5)	—	(48.5)	—		(48.5)
Net loss attributable to Liberty Global shareholders	\$ (517.2)	\$ 92.0	\$ (425.2)	\$ 62.4		\$ (362.8)
Basic and diluted loss attributable to Liberty Global shareholders per share:						
Liberty Global Shares	\$ (0.33)					\$ (0.16)
LiLAC Shares	\$ (2.49)					\$ (2.49)
Basic and diluted weighted average shares outstanding:						
Liberty Global Shares	884,567,424					884,567,424
LiLAC Shares	89,764,378					89,764,378

LIBERTY GLOBAL PLC
Unaudited Condensed Consolidated Pro Forma Statement of Operations
Year ended December 31, 2015

	Liberty Global historical	Contribution of Dutch JV Entities ⁽⁷⁾	Liberty Global as adjusted	Pro forma adjustments		Pro forma Liberty Global
in millions, except share and per share data						
Revenue	\$ 18,280.0	\$ (2,758.6)	\$ 15,521.4	\$ 136.0	(8)	\$ 15,657.4
Operating costs and expenses:						
Operating (other than depreciation and amortization)	6,764.0	(854.6)	5,909.4	—		5,909.4
Selling, general and administrative	3,166.9	(391.6)	2,775.3	—		2,775.3
Depreciation and amortization	5,825.8	(1,153.3)	4,672.5	—		4,672.5
Impairment, restructuring and other operating items, net	174.1	(65.9)	108.2	—		108.2
	15,930.8	(2,465.4)	13,465.4	—		13,465.4
Operating income	2,349.2	(293.2)	2,056.0	136.0		2,192.0
Non-operating income (expense):						
Interest expense	(2,441.4)	342.8	(2,098.6)	—		(2,098.6)
Realized and unrealized gains on derivative instruments, net	847.2	(226.2)	621.0	—		621.0
Foreign currency transaction losses, net	(1,149.2)	261.6	(887.6)	—		(887.6)
Losses on debt modification and extinguishment, net	(388.0)	1.0	(387.0)	—		(387.0)
Share of equity losses	(56.7)	16.3	(40.4)	(56.3)	(9)	(96.7)
Other income, net	154.3	0.8	155.1	61.8	(10)	216.9
Loss before income taxes	(684.6)	103.1	(581.5)	141.5		(440.0)
Income tax expense	(364.9)	(139.0)	(503.9)	—	(11)	(503.9)
Net loss	(1,049.5)	(35.9)	(1,085.4)	141.5		(943.9)
Net earnings attributable to noncontrolling interests	(103.0)	—	(103.0)	—		(103.0)
Net loss attributable to Liberty Global shareholders	\$ (1,152.5)	\$ (35.9)	\$ (1,188.4)	\$ 141.5		\$ (1,046.9)
Basic and diluted earnings (loss) attributable to Liberty Global shareholders per share:						
Liberty Global Shares	\$ (0.19)					\$ (0.14)
LiLAC Shares	\$ 0.39					\$ 0.39
Old Liberty Global Shares	\$ (1.13)					\$ (1.10)
Weighted average shares outstanding:						
Liberty Global Shares — basic and diluted	864,721,483					864,721,483
LiLAC Shares:						
Basic	43,915,757					43,915,757
Diluted	44,235,275					44,235,275
Old Liberty Global Shares — basic and diluted	884,040,481					884,040,481

LIBERTY GLOBAL PLC
Notes to Unaudited Condensed Consolidated Pro Forma Financial Statements
September 30, 2016

- (1) Represents the elimination of the net assets of the Dutch JV Entities as of September 30, 2016. Effective August 3, 2016, in connection with the receipt of conditional approval from the European Commission, we began accounting for the Dutch JV Entities as held for sale. Accordingly, the assets and liabilities of the Dutch JV Entities were presented as held for sale as of September 30, 2016. The \$1,122.8 million increase to investments relates to a note receivable from a subsidiary of Ziggo Group Holding (the Dutch JV Loan) that was eliminated in Liberty Global's consolidated financial statements prior to the contribution of the Dutch JV Entities to the Dutch JV. The principal balance of the Dutch JV Loan reflected in this pro forma adjustment represents the balance after giving effect to certain adjustments that were made in conjunction with the completion of the Dutch JV. The net assets of the Dutch JV Entities, as adjusted for the principal balance of the Dutch JV Loan, represent Liberty Global's basis in the Dutch JV Entities for purposes of calculating the nonrecurring gain that would have been recognized by Liberty Global if the Dutch JV Transaction had been completed on September 30, 2016. Accordingly, the elimination of the adjusted net assets of the Dutch JV Entities has been presented as an increase to Liberty Global's accumulated deficit.
- (2) Represents the estimated equalization payment that would have been paid by Vodafone to Liberty Global if the Dutch JV Transaction had closed on September 30, 2016. The amount is based on the defined net debt and certain working capital adjustments of Ziggo Group Holding and Vodafone NL as of September 30, 2016.
- (3) Represents the estimated pro rata distribution of the escrowed proceeds from the Recapitalization Transactions that Liberty Global would have received from the Dutch JV if the Dutch JV Transaction had been completed on September 30, 2016.
- (4) Amount reflects the preliminary estimate of the fair value of our initial investment in the Dutch JV. This estimate may differ from the amount to be recorded based upon the final valuation. If the final valuation of our investment were to be 10% higher (lower) than the preliminary estimate, the amount of Liberty Global's investment in the Dutch JV would increase (decrease) by \$502.9 million.
- (5) Represents the estimated nonrecurring gain to be recognized in connection with the contribution of the Dutch JV Entities to the Dutch JV. The details of the gain calculation as of September 30, 2016 are set forth below (in millions):

Estimated fair value of investment in the Dutch JV (a) (note 4)	\$ 5,029.4
Equalization payment (note 2)	809.1
Total estimated consideration received	5,838.5
Adjusted net assets of the Dutch JV Entities (note 1)	(4,012.1)
Release of cumulative translation adjustment (note 6)	(644.5)
Estimated gain (b)	<u>\$ 1,181.9</u>

- (a) The estimated fair value of our investment in the Dutch JV as of September 30, 2016 assumes that Vodafone NL was contributed to the Dutch JV on a debt and cash free basis.
- (b) The estimated gain has been reflected as a decrease to Liberty Global's accumulated deficit in the unaudited condensed consolidated pro forma balance sheet. Due to its nonrecurring nature, the estimated gain has not been reflected in the accompanying unaudited condensed consolidated pro forma statements of operations. Based on applicable Dutch tax law, we have assumed there will be no tax impact associated with the gain to be recognized in connection with the contribution of the Dutch JV Entities to the Dutch JV.
- (6) Represents the cumulative foreign currency translation adjustments related to the Dutch JV Entities as of September 30, 2016. In connection with the contribution of the Dutch JV Entities to the Dutch JV, the cumulative foreign currency translation adjustments associated with the Dutch JV Entities will be released from equity.
- (7) Represents the impact of the contribution of the Dutch JV Entities to the Dutch JV. The revenue and expenses of the Dutch JV Entities represent the results of transactions with third-parties and do not include the results of transactions between Liberty Global and the Dutch JV Entities.
- (8) Represents the estimated related-party charges from Liberty Global to the Dutch JV pursuant to the Framework Agreement among Liberty Global, Vodafone and the Dutch JV. The adjustment included for the year ended December 31, 2015 is based

LIBERTY GLOBAL PLC
Notes to Unaudited Condensed Consolidated Pro Forma Financial Statements — (Continued)
September 30, 2016

on the estimated Framework Agreement charges for 2016, and the adjustment included for the nine months ended September 30, 2016 is based on 75% of the estimated Framework Agreement charges for 2017. These estimates would likely differ from the related-party recharges that would have occurred had the Framework Agreement been in place effective January 1, 2015. Certain other related-party transactions that existed between the Dutch JV Entities and Liberty Global prior to the formation of the Dutch JV may continue subsequent to formation of the Dutch JV. As we do not expect these transactions to be material, we have not reflected the impacts of any of these transactions in these unaudited condensed consolidated pro forma financial statements.

- (9) Represents our 50% share of the net loss of the Dutch JV Entities. We have not made any pro forma adjustments to reflect our 50% share of Vodafone NL's results. In addition, we have not made pro forma adjustments to our share of losses of the Dutch JV to reflect the full-period impact of the Recapitalization Transactions as the increase in leverage from the Recapitalization Transactions is largely due to the inclusion of Vodafone NL in the Dutch JV. The details used to determine our 50% share of the net loss of the Dutch JV Entities are set forth below:

	Nine Months Ended September 30, 2016	Year Ended December 31, 2015
	in millions	
Dutch JV Entities' historical net earnings (loss) (note 7)	\$ (92.0)	\$ 35.9
Depreciation and amortization (a) (b)	(129.0)	—
Adjustment to income taxes of the Dutch JV Entities (c)	162.8	—
Related-party expenses - Framework Agreement (b) (note 8)	(75.0)	(102.0)
Related-party interest expense (b) (d)	(34.8)	(46.4)
Adjusted net loss of the Dutch JV Entities (e)	(168.0)	(112.5)
Liberty Global's 50% share of the Dutch JV Entities' adjusted net loss	\$ (84.0)	\$ (56.3)

- (a) Represents the depreciation and amortization of long-lived assets from August 3, 2016 through September 30, 2016. In connection with the application of held-for-sale accounting effective August 3, 2016 (as described above), Liberty Global ceased the depreciation and amortization of the long-lived assets of the Dutch JV Entities.
- (b) Amounts presented are computed net of income taxes using the Dutch statutory income tax rate of 25.0%.
- (c) Represents an adjustment to reflect the Ziggo Group Holding income taxes on a separate return basis.
- (d) Represents interest expense related to the Dutch JV Loan. Interest expense on the Dutch JV Loan is calculated using a fixed 5.55% interest rate, as specified in the amended loan agreement.
- (e) We have not made any pro forma adjustments to reflect the fair value accounting that will be applied to the net assets of the Dutch JV Entities in connection with the formation of the Dutch JV as the information to reflect these adjustments is not yet available. We anticipate that the application of fair value accounting to the net assets of the Dutch JV Entities will result in, among other things, increases to the carrying values of the long-lived assets of the Dutch JV Entities. Accordingly, the depreciation and amortization amounts included in the Dutch JV Entities' historical net earnings (loss) in the above table, which is based on the historical carrying values of Dutch JV Entities' depreciable tangible and intangible assets, is lower than the depreciation and amortization that we expect to be recorded by the Dutch JV following the application of fair value accounting. Assuming a 10-year useful life, every \$500.0 million increase (decrease) in the fair value of the tangible and intangible assets of the Dutch JV Entities would result in an increase (decrease) in the depreciation and amortization of the Dutch JV Entities of \$50.0 million per year.

LIBERTY GLOBAL PLC
Notes to Unaudited Condensed Consolidated Pro Forma Financial Statements — (Continued)
September 30, 2016

- (10) Represents interest income related to the Dutch JV Loan. Interest income on the Dutch JV Loan is calculated using a fixed 5.55% interest rate, as specified in the amended loan agreement.
- (11) Based on applicable Dutch tax law, we have assumed there will be no tax impact associated with the pro forma adjustments related to the recognition of Liberty Global's 50% share of the Dutch JV Entities' adjusted net loss. As the net operating losses and other deferred tax assets within Liberty Global's Dutch fiscal unity are not considered to be realizable, we have also assumed there will be no tax impacts associated with the pro forma adjustments related to the revenue from the Framework Agreement and the interest income associated with the Dutch JV Loan.