

FIRST AMENDMENT TO
INTERIM CREDIT AGREEMENT

This FIRST AMENDMENT TO INTERIM CREDIT AGREEMENT (this “**Agreement**”) is entered into as of November 16, 2015, among LGE Coral Holdco Limited, a private limited company incorporated in England and Wales (the “**Borrower**”), The Bank of Nova Scotia, as administrative agent (the “**Agent**”), and each lender party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”).

PRELIMINARY STATEMENTS

The Borrower, the Agent and the Lenders are parties to an Interim Credit Agreement dated as of the date hereof (the “**Interim Credit Agreement**”). Capitalized terms used and not otherwise defined herein are used with the meanings provided in the Interim Credit Agreement.

The Borrower has advised the Agent and the Lenders that it desires to extend the longstop date for the Acquisition in the Interim Credit Agreement, and the Agent and the Lenders have agreed to such extended longstop date.

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. Amendment. The definition of “**Long Stop Date**” as set forth in the Interim Credit Agreement is hereby amended in its entirety to read as follows:

“**Long Stop Date**” means (a) 31 July 2016; or (b) if the FCC Condition has not been satisfied prior to the date specified in (a) above, 16 December 2016, or such later date (if any) as may be agreed by Liberty Global plc and the Required Lenders.


2. Representations and Warranties. The Borrower hereby represents and warrants to the Agent and the Lenders as follows: (a) the representations and warranties of the Borrower contained in the Interim Credit Agreement continue to be true and correct in all material respects on the date hereof; (b) this Agreement has been duly executed and delivered by the Borrower; (c) the execution and delivery by the Borrower of this Agreement and the performance by the Borrower of all of its agreements and obligations under the Interim Credit Agreement as amended hereby are within the authority of the Borrower and have been duly authorized by all necessary corporate action on the part of the Borrower; (d) the execution, delivery and performance by the Borrower of this Agreement will not (i) contravene the terms of its memorandum and articles of association, (ii) result in any breach or contravention of, or the creation of any Lien upon any of the property or assets of a Loan Party under (A) any Contractual Obligation to which it is a party or affecting it or the properties of such Loan Party or (B) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which it or its property is subject; or (iii) violate any applicable Law; except with respect to any breach, contravention or violation (but not creation of Liens) referred to in clauses (i) and (ii), to the extent that such breach, contravention or violation would not reasonably be expected to have a Material Adverse Effect; (e) no material approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority is necessary or required in connection with the execution, delivery or performance by the Borrower of this Agreement, except for (i) the approvals, consents, exemptions, authorizations, actions, notices and filings that have been duly obtained, taken, given or made and are in full force and effect, and (ii) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make would not reasonably be expected to have a Material Adverse Effect and (f) this Agreement and the Interim Credit Agreement as amended hereby constitute the legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their terms, except as enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other laws


relating to or affecting generally the enforcement of, creditors' rights or general principles of equity and except to the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought.

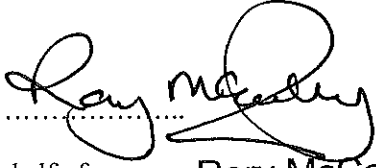
3. No Other Waivers or Amendments. Except as expressly provided in this Agreement, all of the terms and conditions of the Interim Credit Agreement remain in full force and effect. Nothing contained in this Agreement shall in any way prejudice, impair or effect any rights or remedies of the Agent, the Lenders or the Borrower under the Interim Credit Agreement. On and after the date hereof, each reference in the Interim Credit Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import referring to the Interim Credit Agreement, and each reference in the other Loan Documents to the "Interim Credit Agreement", "thereunder", "thereof" or words of like import referring to the Interim Credit Agreement shall mean and be a reference to the Interim Credit Agreement as amended by this Agreement.

4. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. This Agreement shall become effective when it shall have been executed by the Borrower, the Agent and the Lenders. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telefacsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.


.....
for and on behalf of **Rory McCarthy**
Director
The Bank of Nova Scotia
as Agent


Joanne Bratchell-Owens
Director

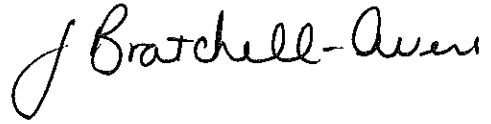


.....
for and on behalf of

The Bank of Nova Scotia

as Lender

Rory McCarthy
Director



Joanne Bratchell-Owens
Director



Toby Ali
Managing Director

.....
for and on behalf of

Bank of America, N.A.

as Lender



VALERIE JOURDAN
Head of Media & Telecom Finance
(Paris & Bruxelles)

.....
for and on behalf of

BNP Paribas Fortis SA/NV

as Lender

Paul A. S.

for and on behalf of

Citibank NA London

as Lender

By: *Paul Srinipkin*



JUDITH SMITH
AUTHORIZED SIGNATORY

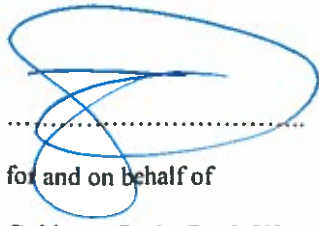
for and on behalf of

Credit Suisse AG, Cayman Islands Branch

as Lender



Karim Rahimtoola
Authorized Signatory



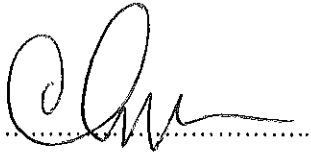
.....

for and on behalf of

Goldman Sachs Bank USA

as Lender


**YASMINE BASSILI
MANAGING DIRECTOR**

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a series of loops and a long horizontal stroke extending to the right. The signature is positioned above a horizontal dotted line.

for and on behalf of

ING Capital LLC

as Lender


.....Stephen M. Hettler, Managing Director

for and on behalf of

ING Capital LLC

as Lender

James S. Wolfe

for and on behalf of

Royal Bank of Canada

as Lender

LGE CORAL HOLDCO LIMITED

A handwritten signature in black ink that reads "John. Blarney". The signature is written in a cursive, somewhat stylized font.

By JOSEPH EVANS + CHARLES BRACKEN
Title: DIRECTORS