In accordance with Section 860 of the Companies Act 2006

# MG01

## Particulars of a mortgage or charge

00186523

Companies House — for the record

**A fee is payable with this form.**
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

✓ **What this form is for**
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland

✗ **What this form is NOT for**
You cannot use this form to particulars of a charge for a company To do this, please u form MG01s

THURSDAY

*A643BLI1*
A13 08/07/2010 415
COMPANIES HOUSE

**1 Company details**

For official use 1 0

Company number: 0 2 4 4 6 1 8 3

Company name in full: NTL CABLECOMMS BURY AND ROCHDALE

(the "Chargor")

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

**2 Date of creation of charge**

Date of creation: d2 d9 m0 m6 y2 y0 y1 y0

**3 Description**

Please give a description of the instrument (if any) creating or evidencing the charge, e g 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description: Composite Debenture dated 29 June 2010 ("the Composite Debenture") and entered into between the Original Charging Companies, the Original Charging Partnerships and Deutsche Bank AG, London Branch (the "Security Trustee")

**4 Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured: The Secured Obligations

(For definitions of capitalised terms used in this Form MG01, please see Schedule of Defined Terms in Part 6 of this Form MG01)

**Continuation page**
Please use a continuation page if you need to enter more details

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## 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**
Please use a continuation page if you need to enter more details

| | |
|---|---|
| Name | Deutsche Bank AG, London Branch |
| Address | Winchester House, 1 Great Winchester Street |
| Postcode | E C 2 N 2 D B |
| Name | |
| Address | |
| Postcode | |

## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

**Continuation page**
Please use a continuation page if you need to enter more details

Short particulars

1 CHARGING PROVISIONS

1 1 Fixed Charge

The Chargor, with full title guarantee and as continuing security for the payment, discharge and performance of the Secured Obligations, has hereby charged in favour of the Security Trustee to hold the same on trust for the Beneficiaries on the terms set out in the Group Intercreditor Deed and the Security Trust Agreement

(a) by way of first legal mortgage, all of the English Charged Land and all other Real Property now vested in the Chargor and the proceeds of sale of all or any part thereof,

(b) by way of first fixed charge (but in the case of paragraphs (iii) and (iv) only if and to the extent the rights in question have not been effectively assigned pursuant to Clause 3 2 (Assignments) of the Composite Debenture or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate Notice of Assignment)

(i) to the extent not effectively charged pursuant to Clause 3 1(a) (Fixed Charge) of the Composite Debenture, all estates or interests in any Real Property (whether such interests are freehold, leasehold or licenses) vested in, or acquired by, it now or after the date of the Composite Debenture and the proceeds of sale of all or any part thereof,

(ii) to the extent not effectively charged pursuant to Clauses 3 1(a) (Fixed Charge) of the Composite Debenture or 3 1(b)(i) (Fixed Charge) of the Composite Debenture, all plant and machinery, equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock-in-trade or work in progress) now or in the future owned by the Chargor or (to the extent of such interest) in which the Chargor has an interest and the benefit of all contracts and warranties relating to the same,

(iii) all Investments and all Related Rights now or in the future beneficially and/or legally owned by the Chargor,

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## 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

## 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

## 9 Signature

Please sign the form here

Signature

Signature

X Lotton + Watkins X

This form must be signed by a person with an interest in the registration of the charge

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## Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents The contact information you give will be visible to searchers of the public record

Contact name Maud Holma/ Richard Kitchen

Company name Latham & Watkins

Address 99 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 3 X F

Country UK

DX 047961-0006

Telephone 020 7710 4693

## Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank

## Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

## Important information

**Please note that all information on this form will appear on the public record.**

## How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge.**

Make cheques or postal orders payable to 'Companies House'

## Where to send

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales.**
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

**For companies registered in Scotland**
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1

## Further information

For further information, please see the guidance notes on the website at www companieshouse gov uk or email enquiries@companieshouse gov uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

In accordance with Section 860 of the Companies Act 2006

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(iv) all of its rights, title, interests and benefits in, to or in respect of the Insurances and all claims (and proceeds) and returns of premiums to which the Chargor is now or may at any future time become entitled,

(v) any interest, claim or entitlement of the Chargor in, to or in respect of any pension fund,

(vi) all the present and future goodwill of the Chargor (including all brand names not otherwise subject to a fixed charge or assignment under the Composite Debenture),

(vii) all of its rights, title, interests and benefits in, to or in respect of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the business of the Chargor or the use of any asset of the Chargor and the right to recover and receive all compensation which may at any time become payable to it in respect of any such licence,

(viii) all its present and future uncalled capital, and

(ix) all its present and future patents, registered trade marks and registered designs (if any) including applications for any of the same in any part of the world and including, without limitation, the patents, registered designs and trade marks specified in Schedule 4 (Registered Intellectual Property Rights) of the Composite Debenture, and

(c) by way of second fixed charge, all of the Prior Charged Land

1 2 Assignments

Subject to Clause 3 3 (Non-Assignable Rights) of the Composite Debenture, the Chargor with full title guarantee has hereby assigned absolutely by way of continuing security for the payment and discharge of the Secured Obligations to the Security Trustee

(a) all its present and future rights, title, benefit and interests under and in respect of the Intercompany Indebtedness and any other amounts payable in respect thereof, including under any other loan agreements from time to time entered into by the Chargor,

(b) all of its rights, title, interests and benefits in, to or in respect of the Insurances (including all proceeds) and all claims and returns of premiums in respect thereof to which the Chargor is now or may at any future time become entitled, and

(c) to the extent not charged under the provisions of Clause 3 1(b) (Fixed Charge) of the Composite Debenture all of its present and future Intellectual Property Rights

1 3 Non-Assignable Rights

In accordance with Section 860 of the Companies Act 2006

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The Chargor has declared that to the extent that any right, title, interest or benefit described in Clause 3 2 (Assignments) of the Composite Debenture is for any reason not effectively assigned pursuant to Clause 3 2 (Assignments) of the Composite Debenture for whatever reason, the Chargor shall

(a) hold the benefit of the same on trust for the Security Trustee as security for the payment and discharge of the Secured Obligations, and

(b) promptly notify the Security Trustee of the same and the reasons therefor and thereafter take such steps as the Security Trustee may reasonably require to attempt to remove any relevant prohibition or other reason for such failure

1 4 Floating Charge

The Chargor with full title guarantee (or, in relation to rights or assets situated in or governed by the law of Scotland, with absolute warrandice) hereby charges to the Security Trustee by way of first floating charge and as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of fixed charge or assignment pursuant to Clauses 3 1 (Fixed Charge) of the Composite Debenture and 3 2 (Assignments) of the Composite Debenture and including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland, provided that, for the avoidance of doubt, the floating charge shall not attach to any plant or machinery, or any interest therein, which is the subject of a lease where the title thereto vests in the relevant lessor and not such Chargor The parties to the Composite Debenture have agreed that the floating charge created by Clause 3 4 of the Composite Debenture is a qualifying floating charge for the purposes of paragraph 14 of schedule B1 to the Insolvency Act 1986

1 5 Automatic Conversion of Floating Charge

Notwithstanding anything expressed or implied in the Composite Debenture, if

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

(b) any person levies or attempts to levy any distress, execution, sequestration or other process against any of the Charged Assets or takes any steps to enforce any rights against any of the Floating Charge Assets, or

(c) any meeting of the members of the Chargor is convened to consider a resolution to wind up the Chargor or a petition is presented or application made to wind up the Chargor,

the floating charge created by Clause 3 4 (Floating Charge) of the Composite Debenture over the property or asset concerned shall thereupon automatically without notice be converted into a fixed charge Nothing in Clause 3 5 of the Composite Debenture shall cause the floating charge created

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by Clause 3 4 of the Composite Debenture to crystallise solely because a moratorium has been obtained by any person in relation to the Chargor or any person has taken any steps with a view to obtaining a moratorium in relation to the Chargor under Section 1A and Schedule A1 of the Insolvency Act 1986

1 6 Conversion of Floating Charge by Notice

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

1 7 Prior Charges

The Prior Charges shall rank, together with interest thereon and costs in relation thereto, in priority to the charges created by this Deed as a continuing security for repayment of all moneys, obligations and liabilities thereby secured Such priority shall not be affected by any fluctuations in the amount from time to time due or by the existence at any time of a credit balance on any current or other account

1 8 Rule 3-16 Limitation

(a) Clause 3 1 (Fixed Charge) and Clause 3 4 (Floating Charge) of the Composite Debenture notwithstanding, the Excluded Charged Assets are not charged under the Composite Debenture to secure the Designated Secured Obligations For the avoidance of doubt,

(i) all other Charged Assets remain charged or assigned (as the case may be) under the Composite Debenture to secure all Secured Obligations, including without limitation the Designated Secured Obligations, and

(ii) such Excluded Charged Assets remain charged under Clause 3 1 (Fixed Charge) and Clause 3 4 (Floating Charge) of the Composite Debenture to secure any Secured Obligations that are not Designated Secured Obligations

(b) "Excluded Charged Assets" in relation to any Designated Secured Obligations means any Shares or other securities of a Subsidiary of Virgin Media Inc (excluding the Shares or other securities issued by Virgin Media Investments Limited and Virgin Media Investment Holdings Limited or, in each case, any successor entity upon any merger, reorganisation or other restructuring effecting it) that are owned by any Chargor to the extent that charging or pledging such Shares or other securities under the Composite Debenture to secure such Designated Secured Obligations would result in Rule 3-16 requiring separate financial statements of such Subsidiary to be filed with the SEC, but (i) only to the extent necessary to not be subject to such requirement, (ii) only for so long as such requirement is in existence and

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(iii) only if no member of the Group files or is otherwise required to file separate financial statements of such Subsidiary with the SEC under a separate rule or regulation, provided that no shares or securities will constitute Excluded Charged Assets if any member of the Group takes any action in the form of a reorganisation, merger or other restructuring, a principal purpose of which is to provide for the limitation of the charge on any Shares or other securities pursuant to Clause 3 14(a) of the Composite Debenture

(c) In the event that Rule 3-16 is amended, modified or interpreted by the SEC to require (or is replaced with another rule or regulation, or any other law, rule or regulation is adopted, which would require) the filing with the SEC (or any other United States federal or state governmental agency) of separate financial statements of any such Subsidiary due to the fact that such Subsidiary's Shares or other securities secure any Designated Secured Obligations, then such Shares or other securities (as applicable) of such Subsidiary shall automatically be deemed to be Excluded Charged Assets for such Designated Secured Obligations but (i) only to the extent necessary to not be subject to any such financial statement requirement, (ii) only for so long as such financial statement requirement would otherwise have been applicable to such Subsidiary and (iii) only if no member of the Group files or is otherwise required to file separate financial statements of such Subsidiary with the SEC or such other governmental agency under a separate rule or regulation If the circumstances described in this paragraph (c) apply, the Composite Debenture may be amended or modified, without the consent of any Senior Finance Party, to the extent necessary to release the charge (but only to the extent securing such Designated Secured Obligations and without prejudice to the charge securing Secured Obligations referred to in paragraph (a)(ii) of Clause 3 14 of the Composite Debenture) in favour of the Security Trustee on the relevant Shares and/or other securities that are so deemed to constitute Excluded Charged Assets

(d) In the event that Rule 3-16 is amended, modified or interpreted by the SEC to permit (or is replaced with another rule or regulation, or any other law, rule or regulation is adopted, which would permit) such Subsidiary's Shares and/or other securities to secure any Designated Secured Obligations in excess of the amount then pledged without the filing with the SEC (or any other United States federal or state governmental agency) of separate financial statements of such Subsidiary, then the Shares or other securities (as applicable) of such Subsidiary will automatically be deemed not to be Excluded Charged Assets for such Designated Secured Obligations, but limited to the extent necessary to not be subject to any such financial statement requirement If the circumstances described in this paragraph (d) apply, the Composite Debenture may be amended or modified, without the consent of any Senior Finance Party, to the extent necessary to charge in favour of the Security Trustee such additional Shares or other securities that were deemed to constitute Excluded Charged Assets

2 NEGATIVE PLEDGE

There is a negative pledge applicable to the Chargor contained in the Senior Facilities Agreement

3 FURTHER ASSURANCE

3 1 Further Assurance

In accordance with Section 860 of the Companies Act 2006

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## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

**Short particulars**

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The Chargor shall at any time if and when required by the Security Trustee execute such further Encumbrances and assurances in favour of the Security Trustee and/or the Beneficiaries and do all such acts and things as the Security Trustee shall from time to time reasonably require over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the security intended to be created by the Composite Debenture over the Charged Assets or any part thereof or, on or after the Enforcement Date, to facilitate the realisation of the same

3 2 Certain Documentary Requirements

Such further Encumbrances and assurances shall be prepared by or on behalf of the Security Trustee at the expense of the Chargor (such expense to be reasonable and properly incurred) and shall contain (a) an immediate power of sale without notice, (b) a clause excluding section 93 Law of Property Act 1925 and the restrictions contained in section 103 Law of Property Act 1925 and (c) such other clauses for the benefit of the Beneficiaries as the Security Trustee may reasonably require

3 3 Specific Security Documents Required

The Chargor covenants with the Security Trustee that after the Enforcement Date if and when required by the Security Trustee (acting reasonably) it will to give notice in a form acceptable to the Security Trustee to such persons as the Security Trustee may require of the security over all or any part of the Charged Assets constituted by the Composite Debenture or granted pursuant to it

4 CONTINUING SECURITY

The Composite Debenture and the obligations of the Chargor under the Composite Debenture shall

(a) secure the ultimate balance of the Secured Obligations from time to time owing notwithstanding the dissolution, bankruptcy, liquidation or other Incapacity or any change in the constitution of the Chargor or in the name or style thereof and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever,

(b) be in addition to, and shall not merge with or otherwise prejudice or affect, any present or future Security Document, Encumbrance, right or remedy held by or available to the Beneficiaries or any of them and/or the Security Trustee and may be enforced notwithstanding the same, and

(c) not merge with or be in any way prejudiced or affected by the existence of any such Security Documents, Encumbrance, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Beneficiaries or any of them and/or the Security Trustee dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable

5 POWER OF ATTORNEY

5 1 Power of Attorney

In accordance with Section 860 of the Companies Act 2006

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## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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The Chargor, by way of security for the performance of its obligations under the Composite Debenture, has hereby irrevocably appointed each of the Security Trustee and any Receiver of all or any part of the Charged Assets and their respective delegates and sub-delegates each to be its attorney acting severally (or jointly with any other such attorney or attorneys) in its name and on its behalf

(a) to execute and complete on or after the Enforcement Date any documents or instruments which the Security Trustee or such Receiver may require for perfecting the title of the Security Trustee to the Charged Assets or for vesting the same in the Security Trustee, its nominees or any purchaser,

(b) to sign, execute, seal and deliver and otherwise perfect any further security document or notice referred to in Clause 6 of the Composite Debenture (Real Property Perfection) in accordance with the terms thereof, and

(c) otherwise generally on or after the Enforcement Date to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Trustee or a Receiver under the Composite Debenture or which may be deemed expedient by the Security Trustee or a Receiver in connection with any disposition, realisation or getting in by the Security Trustee or such Receiver of the Charged Assets or any part thereof or in connection with any other exercise of any power under the Composite Debenture

5 2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney as is mentioned in Clause 13 1 (Power of Attorney) of the Composite Debenture shall do or purport to do in the exercise of his powers under such clause

5 3 General Power

This appointment shall operate as a general power of attorney under section 10 of the Powers of Attorney Act 1971 and the Chargor hereby covenants with the Security Trustee and separately with any such Receiver to ratify and confirm any document, act or thing and all transactions which any such attorney may lawfully execute or do

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SCHEDULE OF DEFINED TERMS

Definitions

In this Form MG01, unless the context otherwise requires, the following words when used shall have the following meanings

"Accession Notice" means a duly completed notice of accession in the form of Part 3 of Schedule 5 (Form of Accession Notice) to the Senior Facilities Agreement with such changes as may be agreed between the Company and the Agent from time to time,

"Additional Facility Accession Deed" means an agreement in the form of Part 1 of Schedule 6 to the Senior Facilities Agreement,

"Additional Liability" means in relation to a Liability, any present and future liabilities and obligations at any time of all or any of the Obligors, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters which arises or is incurred as a result of or in connection with
(a) any deferral, extension, novation or refinancing of such Liability,
(b) any claim for damages, restitution or otherwise made in connection with such Liability,
(c) any claim against an Obligor resulting from a recovery by such Obligor or any other person of a payment or discharge in respect of such Liability on the grounds of preference or otherwise,
(d) any claim for breach of representation, warranty or undertaking or an event of default or under an indemnity or in connection with any other document or agreement evidencing or constituting any other liability or obligation falling within this definition, or
(e) any amount (such as post-insolvency interest) which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings,

"Ancillary Facility Documents" means the documents and other instruments pursuant to which an Ancillary Facility is made available and the Ancillary Facility Outstandings under it are evidenced,

"Ancillary Facility Lender" means any Lender which has notified the Facility Agent that it has agreed to its nomination in a Conversion Notice to be an Ancillary Facility Lender in respect of an Ancillary Facility granted pursuant to the terms of the Senior Facilities Agreement,

"Arrangers" means the Mandated Lead Arrangers and "Arranger" means any of them,

"Assigned Assets" means, in relation to the Chargor, all the assets of the Chargor described in Clause 3 2 (Assignments) of the Composite Debenture,

"Authorised Representative" means the facility agent, trustee or similar representative in respect of any Series of Senior Liabilities and the Senior Representative, if any,

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"B Facility Accession Deed" means an accession agreement in the form of Part 2 of Schedule 5 (Form of B Facility Accession Deed) to the Senior Facilities Agreement with such changes as may be agreed between the Company and the Facility Agent from time to time,

"B Facility Syndication Letter" means the letter dated on or about the Original Execution Date from the Global Coordinators, Physical Bookrunners, Bookrunners and Mandated Lead Arrangers to the Company in relation to the syndication of the B Facilities,

"Barclays Intercreditor Agreement" means the intercreditor agreement dated 3 March 2006 and made between Yorkshire Cable Communications Limited, Sheffield Cable Communications Limited, Yorkshire Cable Properties Limited, Cable London Limited, Barclays and Deutsche Bank AG, London Branch as security trustee for the Beneficiaries,

"Beneficiaries" means the First Beneficiary and the Second Beneficiaries,

"Bookrunners" means Deutsche Bank AG, London Branch, J P Morgan plc, The Royal Bank of Scotland plc and Goldman Sachs International,

"C Facility Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Obligors (or any one or more of them) to the Senior Finance Parties (or any one or more of them) by way of principal or interest under or in connection with the C Facility together with any related Additional Liabilities owed to the C Facility Lenders (as defined in the Senior Facilities Agreement),

"Charged Assets" means all the undertaking, goodwill, property, assets and rights of the Chargor described in Clauses 3 1 (Fixed Charge), 3 2 (Assignments) and 3 4 (Floating Charge) of the Composite Debenture,

"Charged Land" means the English Charged Land and the Scottish Charged Land,

"Company" means
(a) VMIH, or
(b) following a solvent liquidation of VMIH, pursuant to the provisions of Clause 25 18 (Internal Reorganisations) of the Senior Facilities Agreement, NTL Finance Limited,

"Compliance Certificate" means a certificate substantially in the form set out in Schedule 8 (Form of Compliance Certificate) to the Senior Facilities Agreement or such other similar form as the Facility Agent shall agree with the Company,

"Deed of Accession" means a Deed of Accession substantially in the form set out in Schedule 1 (Deed of Accession) of the Group Intercreditor Deed or in such other form as the Relevant Agent and the Obligors' Agent shall agree,

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"Designated Refinancing Facilities Agreement" means, upon repayment of all liabilities under the Senior Facilities Agreement and cancellation of all undrawn commitments thereunder, any Refinancing Facilities Agreement designated or redesignated as the "Designated Refinancing Facilities Agreement" by written notice from the Virgin Media Investment Holdings Limited or its successors from time to time to the Security Trustee (with a copy to each Authorised Representative) Only one agreement at a time may be a Designated Refinancing Facilities Agreement,

"Designated Secured Obligations" means Financial Indebtedness in the form of notes or other such similar instruments of any member of the Group that is designated as "Designated Secured Obligations" by written notice from the Company to the Security Trustee which notice will certify that the Financial Indebtedness is an instrument for which Rule 3-16 of Regulation S-X under the Securities Act ("Rule 3-16") is applicable or will become applicable upon registration of such instrument or an instrument exchangeable for such instrument pursuant to a contractual requirement,

"Documentary Credit" means a letter of credit, bank guarantee, indemnity, performance bond or other documentary credit issued or to be issued by an L/C Bank pursuant to Clause 4 1 (Conditions to Utilisation) of the Senior Facilities Agreement,

"Encumbrance" means
(a) a mortgage, charge, pledge, lien, assignation in security, standard security, encumbrance or other security interest securing any obligation of any person,
(b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect payment of sums owed or payable to any person, or
(c) any other type of agreement or preferential arrangement (including title transfer and retention arrangements) having a similar effect,

"Enforcement Control Event" means when (x) 60 consecutive business days have lapsed since both of the following have occurred at the same time (i) the aggregate outstanding principal amount and undrawn uncancelled commitments under the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement is less than £1 0 billion and (ii) the aggregate outstanding principal amount and undrawn commitments under the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement represents less than 60% (sixty percent) of the aggregate outstanding principal amount and undrawn commitments under all Senior Liabilities and (y) both conditions under clauses (i) and (ii) continue to exist on such 60th business day,

"Enforcement Date" means the date on which, following the occurrence of an Event of Default that is continuing, either the Relevant Agent or the Security Trustee notifies the Chargor of the occurrence of that Event of Default, or takes, under any one or more of the Senior Finance Documents, any of the steps it is entitled to take by reason of the occurrence of such Event of Default,

In accordance with Section 860 of the Companies Act 2006

# MG01 - continuation page
Particulars of a mortgage or charge

## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CONTINUATION PAGE 10 TO PART 6 OF THIS FORM MG01

"English Charged Land" means, in respect of the Chargor, the English Real Property specified in Part 1 (English Charged Land) of Schedule 5 (Details of Charged Land) of the Composite Debenture next to the name of the Chargor,

"English Real Property" means, at any time and in respect of the Chargor, freehold or leasehold property in England and Wales in which the Chargor has an interest, including all rights, easements and privileges from time to time attached or appurtenant thereto and all buildings, erections and Fixtures from time to time therein or thereon,

"Event of Default" means each of
(a) a Senior Default, and
(b) an event of default or termination event (however described) under any Hedging Agreement,

"Excluded Charged Assets" in relation to any Designated Secured Obligations means any Shares or other securities of a Subsidiary of Virgin Media Inc (excluding the Shares or other securities issued by Virgin Media Investments Limited and Virgin Media Investment Holdings Limited or, in each case, any successor entity upon any merger, reorganisation or other restructuring effecting it) that are owned by any Chargor to the extent that charging or pledging such Shares or other securities under the Composite Debenture to secure such Designated Secured Obligations would result in Rule 3-16 requiring separate financial statements of such Subsidiary to be filed with the SEC, but (i) only to the extent necessary to not be subject to such requirement, (ii) only for so long as such requirement is in existence and (iii) only if no member of the Group files or is otherwise required to file separate financial statements of such Subsidiary with the SEC under a separate rule or regulation, provided that no shares or securities will constitute Excluded Charged Assets if any member of the Group takes any action in the form of a reorganisation, merger or other restructuring, a principal purpose of which is to provide for the limitation of the charge on any Shares or other securities pursuant to Clause 3 14(a) of the Composite Debenture,

"Facilities" means the A Facility, any Additional Facility, any B Facility, the Revolving Facility, any Ancillary Facility and any Documentary Credit granted to the Borrowers under the Senior Facilities Agreement, and "Facility" means any of them, as the context may require,

"Facility Agent" means Deutsche Bank AG, London Branch,

"Fee Letters" means the A Facility Fee Letter, any B Facility Fee Letter and the other fee letters referred to in Clauses 16 2 (Arrangement and Underwriting Fee), 16 3 (Agency Fee) and 16 5 (L/C Bank Fee),

"Finance Lease" means a lease treated as a capital or finance lease pursuant to GAAP,

"Finance Documents" means
(a) any Relevant Finance Document,
(b) any Senior Secured Notes Documents, and
(c) any other agreement or document designated a "Finance Document" in writing by the Facility Agent and the Company,

In accordance with Section 860 of the Companies Act 2006

# MG01 - continuation page
Particulars of a mortgage or charge

## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CONTINUATION PAGE 11 TO PART 6 OF THIS FORM MG01

"Financial Indebtedness" means, without double counting, any Indebtedness for or in respect of
(a) moneys borrowed,
(b) any amount raised by acceptance under any acceptance credit facility,
(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument (but not, in any case, Trade Instruments) (for the avoidance of doubt excluding any loan notes or similar instruments issued solely by way of consideration for the acquisition of assets in order to defer capital gains or equivalent taxes where such loan notes or similar instruments are not issued for the purpose of raising finance),
(d) the principal portion of any liability in respect of any Finance Lease,
(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis),
(f) the amount of any liability in respect of any purchase price for assets or services the payment of which is deferred for a period in excess of 150 days in order to raise finance or to finance the acquisition of those assets or services,
(g) any amount raised under any other transaction (including any forward sale or purchase agreement) required to be accounted for as indebtedness in accordance with GAAP,
(h) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account, provided that for the purposes of Clause 27 5 (Cross Default) of the Senior Facilities Agreement, only the net amount not paid or which is payable by the relevant member of the Group shall be included),
(i) any amount raised pursuant to any issue of shares which are expressed to be redeemable (other than at the option of the issuer) in cash (other than redeemable shares in respect of which the redemption is prohibited until after repayment in full of all Outstandings under the Facilities),
(j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument (but not, in any case, Trade Instruments) issued by a bank or financial or other institution, or
(k) the amount of any liability in respect of any guarantee or indemnity for the Financial Indebtedness of another person referred to in paragraphs (a) to (j) above

"First Beneficiary" means the Security Trustee to the extent only of the amounts payable to it in its capacity as such (for its own account) pursuant to the Senior Finance Documents,

"Fixtures" means, in relation to any Real Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant, machinery and equipment and other items attached to the relevant Real Property whether or not constituting a fixture at law,

"Floating Charge Assets" means the assets of each Chargor from time to time expressed to be charged by the Composite Debenture by way of floating charge pursuant to Clause 3 4 (Floating Charge) of the Composite Debenture,

"GAAP" means accounting principles generally accepted in the United States,

"Group" means Virgin Media Inc and its subsidiaries from time to time,

In accordance with Section 860 of the Companies Act 2006

# MG01 - continuation page

Particulars of a mortgage or charge

## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CONTINUATION PAGE 12 TO PART 6 OF THIS FORM MG01

"Group Intercreditor Deed" means the intercreditor deed dated 3 March 2006, as amended and restated on 13 June 2006, 10 July 2006, 31 July 2006, 15 May 2008, 30 October 2009 and 8 January 2010 between the Security Trustee, the Facility Agent, the Original Senior Borrowers, the Original Senior Guarantors, the Senior Lenders, the Hedge Counterparties, the Intergroup Debtors and the Intergroup Creditors (as each of those terms are defined therein) and certain other members of the Group have agreed to regulate their relationship as creditors on the terms set out therein,

"Hedge Counterparties" means, collectively, the Existing Hedge Counterparties (as defined in the Group Intercreditor Deed) and, following their accession to the Group Intercreditor Deed in accordance with the provisions of Clause 18 3 (New Creditors) of the Group Intercreditor Deed, any New Hedge Counterparties,

"Hedging Agreement" means any and each agreement entered into from time to time between an Obligor and a Hedge Counterparty in connection with Hedging Arrangements,

"Hedging Liabilities" means all present and future Indebtedness and other obligations and liabilities at any time of all or any of the Obligors whether actual or contingent or whether owed or incurred solely or jointly or in any other capacity whatsoever to the Hedge Counterparties (or any one or more of them) under or in connection with any Hedging Agreements together with any related Additional Liabilities owed to any Hedge Counterparty or Hedge Counterparties and together also with all costs, charges and expenses incurred at any time by any Hedge Counterparty or Hedge Counterparties in connection with the protection, preservation or enforcement of its rights under any Hedging Agreements,

"Hedging Obligor" means any member of the Bank Group (as defined in the Senior Facilities Agreement) that has entered into a Hedging Agreement,

"HYD Intercreditor Agreement" means the intercreditor agreement dated 13 April 2004 between certain of the Obligors, the Relevant Finance Parties and the indenture trustee in respect of the Existing High Yield Notes,

"Incapacity" means, in relation to any person, the insolvency, bankruptcy, liquidation, dissolution, winding-up, administration, receivership, amalgamation, reconstruction or other incapacity of that person whatsoever (and, in the case of a partnership, includes the termination or change in composition of the partnership),

"Indebtedness" means any obligation (whether incurred as a principal or as a surety) for the payment or repayment of money, whether present or future, actual or contingent (including interest and other charges relating to it),

"Insurances" means, in relation to the Chargor, all present and future contracts or policies of insurance (including life policies) in which the Chargor from time to time has an interest,

In accordance with Section 860 of the Companies Act 2006

# MG01 - continuation page

Particulars of a mortgage or charge

## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CONTINUATION PAGE 13 TO PART 6 OF THIS FORM MG01

"Intellectual Property Rights" means all patents, trade marks, service marks, designs, design rights, utility models, business names, topographical or similar rights, copyrights, moral rights, database rights, rights in inventions, computer software, know-how, trade secrets and confidential information and other intellectual property rights and any interests (including by way of licence) subsisting anywhere in the world in any of the foregoing (in each case whether registered or not and including all applications for the same) owned by the Chargor,

"Intercompany Indebtedness" means indebtedness owing by any member of the Group to any Chargor under each of the loan agreements or other debt instruments listed in Schedule 7 (Intercompany Loans) of the Composite Debenture and any other such indebtedness from time to time outstanding,

"Intergroup Creditor" means
(a) as at the date of the Group Intercreditor Deed, each member of the Group that is a creditor in respect of any Intergroup Liabilities of any Obligor, and
(b) at any time hereafter, each person who becomes a creditor in respect of any Intergroup Liabilities and who accedes to the Group Intercreditor Deed in the capacity of an Intergroup Creditor by its execution and delivery of a Deed of Accession,

"Intergroup Debtor" means
(a) as at the date of the Group Intercreditor Deed, any Obligor that is a debtor in respect of any Intergroup Liabilities, and
(b) at any time hereafter, each person who becomes a debtor in respect of any Intergroup Liabilities and who accedes to the Group Intercreditor Deed in the capacity of an Intergroup Debtor by its execution and delivery of a Deed of Accession,

"Intergroup Liabilities" means all present and future obligations constituted by Indebtedness owed by any Intergroup Debtor to any Intergroup Creditor together with any related Additional Liabilities owed to any Intergroup Creditor and together also with all costs, charges and expenses incurred by any Intergroup Creditor in connection with the protection, preservation or enforcement of its rights in respect of such amounts,

"Investments" means the Shares (but excluding any Shares of ntl Victoria Limited in Virgin Media Dover LLC) and any other stocks, debentures, bonds, warrants and other securities of any kind whatsoever and any units in Unit Trust Schemes,

"L/C Bank" means the Original L/C Bank and any other Lender which has been appointed as an L/C Bank in accordance with Clause 5 11 (Appointment and Change of L/C Bank) of the Senior Facilities Agreement and which has not resigned in accordance with paragraph (c) of Clause 5 11 (Appointment and Change of L/C Bank) of the Senior Facilities Agreement,

In accordance with Section 860 of the Companies Act 2006

# MG01 - continuation page
Particulars of a mortgage or charge

## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CONTINUATION PAGE 14 TO PART 6 OF THIS FORM MG01

"Lender" means a person (including each L/C Bank and each Ancillary Facility Lender) which
(a) is named in Part 1 of Schedule 1 (Lenders and Commitments) to the Senior Facilities Agreement,
(b) has become a party to the Senior Facilities Agreement in accordance with the provisions of Clause 37 (Assignments and Transfers) of the Senior Facilities Agreement, or
(c) has become a party to the Senior Facilities Agreement in accordance with the provisions of Clause 2 7 of the Senior Facilities Agreement,
which in each case has not ceased to be a party to the Senior Facilities Agreement in accordance with the terms of the Senior Facilities Agreement,

"New Senior Liabilities" shall have the meaning given to such term in Clause 12 (New Senior Liabilities) of the Group Intercreditor Deed (excluding, for the avoidance of doubt, any credit exposure of a Senior Finance Party, if any, in its capacity as a Hedge Counterparty, if applicable),

"Notice of Assignment" means a duly completed notice of assignment in the form set out in the relevant Part of Schedule 4 (Notices of Assignment/Acknowledgements) of the Composite Debenture being
(a) Part 1, in the case of Intercompany Indebtedness, and
(b) Part 2, in the case of Insurances,

"Obligors" means the Original Senior Borrowers (as defined in the Group Intercreditor Deed), the Original Senior Guarantors (as defined in the Group Intercreditor Deed) and any debtor or grantor of guarantees and/or security in respect of the Senior Facilities Agreement, any Refinancing Facilities Agreement or any other Senior Finance Document,

"Original Charging Companies" means the companies whose respective registered names, registered numbers and shareholders are set out in Schedule 1 to the Composite Debenture,

"Original Charging Partnerships" means the partnerships whose respective names and partners are set out in Schedule 2 to the Composite Debenture,

"Original Senior Borrowers" means the parties listed in Part I of Schedule 3 (The Original Senior Borrowers) to the Group Intercreditor Agreement as original borrowers under the Senior Facilities Agreement,

"Original Senior Guarantors" means the parties listed in Part II of Schedule 3 (The Original Senior Borrowers) to the Group Intercreditor Agreement as original guarantors under the Senior Facilities Agreement,

"Outstandings" means at any time, the Term Facility Outstandings, the Revolving Facility Outstandings and any Ancillary Facility Outstandings,

"Parent" means Virgin Media Finance PLC and its successors in title from time to time,

"Permitted Encumbrance" means any Encumbrance permitted under clause 25 2 (Negative Pledge) of the Senior Facilities Agreement or upon its repayment in full and cancellation of all undrawn commitments thereunder such equivalent provision in the Relevant Facilities Agreement,

In accordance with Section 860 of the Companies Act 2006

# MG01 - continuation page

Particulars of a mortgage or charge

## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CONTINUATION PAGE 15 TO PART 6 OF THIS FORM MG01

"Pledge and Security Agreements" means each of the pledge and security agreements dated on or about the date of the Composite Debenture and entered into in favour of the Security Trustee by each of the partners of the Original Charging Partnerships formed in the State of Colorado, and "Pledge and Security Agreement" means any one of them,

"Priority Liabilities" means the Senior Liabilities and the Hedging Liabilities,

"Prior Charged Land" means all interests the subject of the security created by each of the legal charges listed as Prior Charges in items (B) to (G) (inclusive) of Schedule 3 (Details of Charged Land) of the Composite Debenture,

"Prior Charges" means the existing Permitted Encumbrances, brief particulars of which are set out in Schedule 3 (Details of Charged Land) of the Composite Debenture (but only to the extent therein specified),

"Real Property" means the English Real Property and Scottish Heritable Property and any other land, buildings or erections anywhere in the world and any estate or interest therein and any reference to Real Property includes all rights, easements and privileges from time to time attached or appurtenant thereto and all buildings, erections and Fixtures from time to time therein or thereon,

"Receiver" means a receiver and manager, or any other receiver (whether appointed pursuant to the Composite Debenture or any statute, by a court or otherwise) of all or any of the Charged Assets and shall, where permitted by law, include an administrative receiver,

"Refinancing Facilities Agreement" means any agreement under which debt facilities are made available for the refinancing of the facilities made available under the Senior Facilities Agreement or any Designated Refinancing Facilities Agreement and which is designated as such by Virgin Media Investment Holdings Limited by notice to the Security Trustee and any Relevant Agent, provided that the aggregate principal amount of such refinancing indebtedness does not exceed the aggregate principal amount of the commitments of the Senior Lenders under the Senior Facilities Agreement or any Designated Refinancing Facilities Agreement that it is refinancing plus any amount permitted to be incurred under Clause 12 (New Senior Liabilities) of the Group Intercreditor Deed,

"Related Rights" means, in relation to any Investment of the Chargor
(a) any proceeds of and any right or option to receive any dividend, distribution, interest or other income paid or payable in relation to any such Investment, and
(b) any right or option to receive, call for delivery of or otherwise acquire any stocks, shares, debentures, bonds, loan stocks, warrants, securities, monies or other property of any kind, accruing or offered at any time or deriving therefrom, whether in addition to or in substitution for such Investment
but excluding partnership interests in the Original Charging Partnerships that are organised in the United States of America to the extent that such interests are subject to a valid and binding Pledge and Security Agreement,

"Relevant Agent" means (i) prior to the Enforcement Control Event, the Facility Agent and (ii) after the Enforcement Control Event, the Senior Representative,

In accordance with Section 860 of the Companies Act 2006

# MG01 - continuation page
Particulars of a mortgage or charge

## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CONTINUATION PAGE 16 TO PART 6 OF THIS FORM MG01

"Relevant Facilities Agreement" means the Senior Facilities Agreement, or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement, provided that if upon the repayment in full and cancellation of all undrawn commitments under the Senior Facilities Agreement there is no Designated Refinancing Facilities Agreement, until such time that a Refinancing Facilities Agreement has been designated as a Designated Refinancing Facilities Agreement, the "Relevant Facilities Agreement" shall be the Senior Facilities Agreement immediately prior to such termination, and provided further that upon the repayment in full and cancellation of all undrawn commitments under the Designated Refinancing Facilities, until such time that a Refinancing Facilities Agreement has been designated as a Designated Refinancing Facilities Agreement, the "Relevant Facilities Agreement" shall be the Designated Refinancing Facilities Agreement immediately prior to such termination,

"Relevant Finance Documents" means
(a) the Senior Facilities Agreement, any Documentary Credit, any Accession Notices and any Transfer Deed,
(b) the Fee Letters,
(c) the B Facility Syndication Letter,
(d) any Ancillary Facility Documents,
(e) the Security Documents,
(f) the Security Trust Agreement,
(g) the Group Intercreditor Agreement,
(h) the HYD Intercreditor Agreement and any Supplemental HYD Intercreditor Agreement,
(i) the Barclays Intercreditor Agreement,
(j) the Hedging Agreements either entered into pursuant to Clause 24 9 (Hedging) or permitted to be entered into pursuant to Clause 25 12 (Limitation on Hedging),
(k) each Additional Facility Accession Deed,
(l) each B Facility Accession Deed,
(m) each Utilisation Request,
(n) each Compliance Certificate, and
(o) any other agreement or document designated a "Relevant Finance Document" in writing by the Facility Agent and the Company,

"Rule 3-16" means Rule 3-16 of Regulation S-X under the Securities Act,

"SEC" means the United States Securities and Exchange Commission,

"Second Beneficiaries" means the Facility Agent, any other Authorised Representatives, the Senior Finance Parties and the Hedge Counterparties,

"Scottish Charged Land" means, in respect of the Chargor, the Scottish Heritable Property specified in Part 2 (Scottish Charged Land) of Schedule 5 (Details of Charged Land) of the Composite Debenture next to the name of the Chargor,

In accordance with Section 860 of the Companies Act 2006

# MG01 - continuation page
Particulars of a mortgage or charge

## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CONTINUATION PAGE 17 TO PART 6 OF THIS FORM MG01

"Scottish Heritable Property" means at any time, any heritable or leasehold property in Scotland in which the Chargor has an interest, including all rights, easements and privileges from time to time attached or appurtenant thereto and all buildings, erections and Fixtures from time to time therein or thereon,

"Secured Obligations" means the Security Trustee Liabilities, the Senior Liabilities and the Hedging Liabilities, provided that any liabilities that have been designated as "New Senior Liabilities" under the Group Intercreditor Deed or are incurred after 31 December 2009 under any Refinancing Facilities Agreement entered into after such date,
(a) in breach of the provisions of the Senior Facilities Agreement, or upon its repayment in full and cancellation of all undrawn commitments thereunder (unless there is no Designated Refinancing Facilities Agreement), the Designated Refinancing Facilities Agreement, or any Refinancing Facilities Agreement on the date of such designation (excluding any applicable cure period), or
(b) that the Security Trustee, acting reasonably, has not agreed to act as security trustee for,
shall not, in any such case constitute "Secured Obligations" for the purpose of the Composite Debenture,

"Securities Act" means the United States Securities Act of 1933, as amended,

"Security" means the security granted by the Obligors pursuant to the Security Documents,

"Security Documents" means the Security Documents (as defined in the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement) and any other document executed at any time by any member of the Group conferring or evidencing any Encumbrance for or in respect of any of the Priority Liabilities,

"Security Trust Agreement" means the security trust agreement dated 3 March 2006 and amended and restated on 19 January 2010 between, Deutsche Bank AG, London Branch as Security Trustee and as Facility Agent, Virgin Media Investment Holdings Limited and the companies named therein as Original Obligors,

"Security Trustee" means Deutsche Bank AG, London Branch as security trustee for the Beneficiaries under the Composite Debenture,

"Security Trustee Liabilities" means the amounts payable to the Security Trustee referred to in the definition of First Beneficiary,

"Senior Default" means any Event of Default (as defined in the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facility Agreement) and any event of default (howsoever described) under any other Senior Finance Document,

In accordance with Section 860 of the Companies Act 2006

# MG01 - continuation page
Particulars of a mortgage or charge

## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CONTINUATION PAGE 18 TO PART 6 OF THIS FORM MG01

"Senior Facilities Agreement" means the senior facilities agreement dated 16 March 2010 (as amended, restated, supplemented or novated from time to time) and made between, inter alia, Virgin Media Inc as Ultimate Parent, Virgin Media Finance PLC as Parent, Virgin Media Investment Holdings Limited, Virgin Media Limited, Virgin Media Wholesale Limited, VMIH Sub Limited and Virgin Media SFA Finance Limited as Original Borrowers, BNP Paribas London Branch and Deutsche Bank AG, London Branch as Global Coordinators and Physical Bookrunners, BNP Paribas London Branch, Deutsche Bank AG, London Branch, Crédit Agricole Corporate and Investment Bank, GE Corporate Finance Bank SAS, Goldman Sachs International, J P Morgan PLC, Lloyds TSB Corporate Markets, Merrill Lynch International, The Royal Bank of Scotland plc and UBS Limited as Bookrunners and Mandated Lead Arrangers, Deutsche Bank AG, London Branch as Facility Agent, Deutsche Bank AG, London Branch as Security Trustee and the financial and other institutions named in it as Lenders,

"Senior Finance Documents" means (i) the Relevant Finance Documents (as defined in the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement, or if it is not defined there, the Finance Documents as defined in the Designated Refinancing Facilities Agreement), (ii) any Refinancing Facilities Agreement and (iii) any document evidencing New Senior Liabilities,

"Senior Finance Parties" means (i) the Relevant Finance Parties (as defined in the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement, or if it is not defined there, the Finance Parties as defined in the Designated Refinancing Facilities Agreement) and (ii) any other creditor or designated agent under any of the Senior Finance Documents,

"Senior Lenders" means a bank or financial institutional or other person which has become (and remains) a party to the Senior Facilities Agreement as a Senior Lender in accordance with the provisions of Clause 18 3 (New Creditors) of the Senior Facilities Agreement and in accordance with the provisions of the Senior Facilities Agreement or any Designated Refinancing Facilities Agreement,

"Senior Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever, but excluding any Hedging Liabilities) of the Obligors (or any one or more of them) to the Senior Finance Parties (or any one or more of them) under or in connection with the Senior Finance Documents, including, without limitation, any New Senior Liabilities provided pursuant to Clause 12 (New Senior Liabilities) of the Senior Facilities Agreement, together with any related Additional Liabilities owed to the Senior Finance Parties in connection with the protection, preservation or enforcement of its rights under the Senior Finance Documents, and provided that for the purposes of the interpretation of the definition of "Senior Liabilities" in

In accordance with Section 860 of the Companies Act 2006

# MG01 - continuation page

Particulars of a mortgage or charge

## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CONTINUATION PAGE 19 TO PART 6 OF THIS FORM MG01

(i) the Security Documents (other than the share charge agreement specified in paragraph 2 of Part 4 of Schedule 4 (Vanilla Initial Security Documents) to the Senior Facilities Agreement and the assignment of loans dated 31 July 2006 granted by the Parent in favour of the Security Trustee in respect of the shares of the Company (the "C Facility Security Documents")) only, Senior Liabilities shall not include any C Facility Liabilities (as defined in the Senior Facilities Agreement), and
(ii) the C Facility Security Documents only, Senior Liabilities shall not include any C Facility Liabilities other than the liabilities of the Parent under paragraph (b) of Clause 29 1 (Guarantee) and paragraph (b) of Clause 29 2 (Indemnity) of the Senior Facilities Agreement,

"Senior Representative" means the representative appointed by the Instructing Party to represent the Senior Finance Parties after an Enforcement Control Event, which, in the absence of an appointment by the Instructing Party, shall be the facility agent, trustee or similar representative of the Series of Senior Liabilities representing the largest portion of the aggregate outstanding principal amount and undrawn uncancelled commitments of all Senior Liabilities at the relevant date of determination,

"Shares" means all shares in the capital of any member of the Group, any joint venture or any other person now or in the future legally or beneficially owned by any Chargor and/or any nominee on behalf of any such Chargor,

"Subsidiary" of a company shall be construed as a reference to
(a) any company
(i) more than 50% of the issued share capital or membership interests of which is beneficially owned, directly or indirectly, by the first-mentioned company, or
(ii) where the first-mentioned company has the right or ability to control directly or indirectly the affairs or the composition of the board of directors (or equivalent of it) of such company, or
(iii) which is a Subsidiary of another Subsidiary of the first-mentioned company, or
(b) for the purposes of Clause 22 (Financial Information) and Clause 23 (Financial Condition) of the Senior Facilities Agreement and any provision of the Senior Facilities Agreement where the financial terms defined in Clause 23 (Financial Condition) of the Senior Facilities Agreement are used, any legal entity which is accounted for under applicable GAAP as a Subsidiary of the first-mentioned company

"Supplemental HY Intercreditor Agreement" means an intercreditor agreement that subordinates any guarantees granted by any member of the Bank Group in respect of any Additional High Yield Notes and/or any High Yield Refinancing on terms satisfactory to the Facility Agent or on terms substantially the same as the HYD Intercreditor Agreement,

"Trade Instruments" means any performance bonds, advance payment bonds or documentary letters of credit issued in respect of the obligations (not including Financial Indebtedness) of any member of the Group arising in the ordinary course of trading of that member of the Group,

In accordance with Section 860 of the Companies Act 2006

# MG01 - continuation page
Particulars of a mortgage or charge

## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CONTINUATION PAGE 20 TO PART 6 OF THIS FORM MG01

"Transfer Deed" means a duly completed deed of transfer and accession in the form set out in Part 1 of Schedule 5 (Form of Deed of Transfer and Accession) to the Senior Facilities Agreement whereby an existing Lender seeks to transfer to a New Lender all or a part of such existing Lender's rights, benefits and obligations under the Senior Facilities Agreement as contemplated in Clause 37 (Assignments and Transfers) of the Senior Facilities Agreement and such New Lender agrees to accept such transfer and to be bound by this Agreement and to accede to the HYD Intercreditor Agreement, the Group Intercreditor Agreement and the Security Trust Agreement,

"Unit Trust Scheme" has the meaning set out in Section 237(2) of the Financial Services and Markets Act 2000, and

"Utilisation Request" means
(a) in relation to an Advance a duly completed notice in the form set out in Part 1 to Schedule 4 (Form of Utilisation Request (Advances)) to the Senior Facilities Agreement, or
(b) in relation to a Documentary Credit, a duly completed notice in the form set out in Part 2 to Schedule 4 (Form of Utilisation Request (Documentary Credits)) to the Senior Facilities Agreement

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# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

COMPANY NO. 2446183
CHARGE NO. 10

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED 29 JUNE 2010 AND CREATED BY NTL CABLECOMMS BURY AND ROCHDALE FOR SECURING ALL MONIES DUE OR TO BECOME DUE TO DEUTSCHE BANK AG, LONDON BRANCH, ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS (OR ANY ONE OR MORE OF THEM) TO THE SENIOR FINANCE PARTIES (OR ANY ONE OR MORE OF THEM) AND ALL MONIES DUE OR TO BECOME DUE FROM ALL OR ANY OF THE OBLIGORS TO THE HEDGE COUNTERPARTIES (OR ANY ONE OR MORE OF THEM) UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 8 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 JULY 2010

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Companies House
— for the record —

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES