

MR01

Particulars of a charge



Companies House

100544 / 780

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument

☒ What this form is for
You may not use this form to
register a charge created or
evidenced by an instrument



LD2

L55S1BRL

27/04/2016

#3

COMPANIES HOUSE

on, please
at
se gov uk

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original

1 Company details

Company number ☒ 0 2 5 9 1 2 3 7

Company name in full ☒ VIRGIN MEDIA LIMITED

52

For official use

→ Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date ☒ 2 6 0 4 2 0 1 6

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name ☒ DEUTSCHE BANK AG, LONDON BRANCH

AS SECURITY TRUSTEE

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4	Brief description	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space
Brief description	N/A		
5	Other charge or fixed security	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box ✓ <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	Is the instrument expressed to contain a floating charge? Please tick the appropriate box ✓ <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes	
7	Negative Pledge	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box ✓ <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
8	Trustee statement ¹	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>	¹ This statement may be filed after the registration of the charge (use form MR06)
9	Signature	Please sign the form here Signature X <i>Lathan + Watkins</i> X This form must be signed by a person with an interest in the charge	

MR01

Particulars of a charge



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. The contact information you give will be visible to searchers of the public record

Contact name **ALICE DRAYTON**

Company name **LATHAM & WATKINS**

Address **99 BISHOPSGATE**

Post town **LONDON**

County/Region

Postcode **E C 2 M 3 X F**

Country **UNITED KINGDOM**

DX

Telephone **020 7710 1035**



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper

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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2591237

Charge code: 0259 1237 0052

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th April 2016 and created by VIRGIN MEDIA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th April 2016

P

Given at Companies House, Cardiff on 4th May 2016



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument, delivered as part of this application for registration under section 859A of the Companies Act 2006, is a correct copy of the original security instrument

Signature

Date

Execution Version

27 April 2016

REAFFIRMATION AGREEMENT

This REAFFIRMATION AGREEMENT, dated as of April 26, 2016 (this "Agreement"), is entered into by and among Virgin Media Limited ("VML") and NTL Victoria Limited ("NTL Victoria"), each an English limited liability company, Virgin Media Bristol LLC, a Delaware limited liability company ("VM Bristol" and, together with VML and NTL Victoria, the "Reaffirmation Parties" and each, a "Reaffirming Party") and Deutsche Bank AG, London Branch, as Security Trustee (as defined in the Group Intercreditor Agreement (as defined below) (the "Security Trustee")

WHEREAS, reference is made to

(a) a senior facilities agreement between Virgin Media Finance PLC, Virgin Media Investment Holdings Limited, Virgin Media Limited, Virgin Media Wholesale Limited, VMIH Sub Limited, Virgin Media SFA Finance Limited as Original Borrowers and as Original Guarantors, Credit Suisse AG, London Branch as Global Coordinators, Credit Suisse AG, London Branch, Bank of America Securities Limited, Barclays Bank PLC, BNP Paribas Fortis SA/NV and Deutsche Bank AG, London Branch as Bookrunners and Mandated Lead Arrangers, The Bank of Nova Scotia as Facility Agent, the Security Trustee and the Lenders party thereto, dated June 7, 2013 (as amended on June 14, 2013, July 17, 2015 and July 30, 2015) (the "SFA"),

(b) the \$500,000,000 5¼% Senior Secured Notes due 2021, the £650,000,000 5½% Senior Secured Notes due 2021, the \$1,000,000,000 5¾% Senior Secured Notes due 2021, the £1,100,000,000 6% Senior Secured Notes due 2021, the \$425,000,000 5½% Senior Secured Notes due 2025, the £430,000,000 5½% Senior Secured Notes due 2025, the £300,000,000 5¹⁄₈% Senior Secured Notes due 2025, the £400,000,000 6¼% Senior Secured Notes due 2029, the £525,000,000 4⁷⁄₈% Senior Secured Notes due 2027 and the \$1,000,000,000 5¹⁄₄% Senior Secured Notes due 2026 (collectively, the "Existing Notes") in each case, of Virgin Media Secured Finance PLC (the "Issuer") and the related Indentures dated as of March 3, 2011, February 22, 2013, March 28, 2014, January 28, 2015 and March 30, 2015, respectively (the "Prior Existing Indentures") by and among the Issuer, Virgin Media Finance PLC, Virgin Media Investment Holdings Limited, the subsidiary guarantors named therein, The Bank of New York Mellon, London Branch as Trustee and Paying Agent and The Bank of New York Mellon (Luxembourg) S A as Luxembourg Paying Agent and the Indenture (as defined below),

(c) the Group Intercreditor Deed, dated March 3, 2006 (as amended, amended and restated, varied, novated, supplemented or otherwise modified from time to time on or prior to the date hereof, the "Group Intercreditor Agreement") by and among the Security Trustee and the borrowers, guarantors, lenders, financial institutions, intergroup debtors and intergroup creditors party thereto,

(d) the \$750,000,000 5½% Senior Secured Notes due 2026 (the "New Notes") of the Issuer and the related Indenture dated as of April 26, 2016, as amended, supplemented or acceded to on the date hereof (the "Indenture" and, together with the Prior Existing Indentures, the "Existing Indentures") by and among, *inter alios*, Virgin Media Secured Finance PLC, the guarantors party thereto, The Bank of New York Mellon, London Branch as Trustee and

Principal Paying Agent (the “Trustee”) and The Bank of New York Mellon as Paying Agent, Transfer Agent and Registrar, and

(e) the security documents listed in Schedule A hereto (the “Security Documents” and each, a “Security Document”), and

WHEREAS, each Reaffirming Party is party to the SFA, the Existing Indentures, the Group Intercreditor Agreement and a Security Document, as applicable, and

WHEREAS, each Reaffirming Party has realized, and continues to realize, substantial direct and indirect benefits as a result of the SFA, the Existing Notes and the Existing Indentures and the consummation of the transactions contemplated thereby, and

WHEREAS, each Reaffirming Party expects to realize substantial direct and indirect benefits as a result of the New Notes becoming effective and the consummation of the transactions contemplated by the New Notes and the Indenture, and

WHEREAS, the execution and delivery of this Agreement is a condition precedent to the consummation of the transactions contemplated by the New Notes and the Indenture

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, with the intent to be legally bound hereby, hereby agree as follows

ARTICLE I

Reaffirmation and Acknowledgment

SECTION 1 01 Definitions

Capitalized terms used and not defined herein have the respective meanings ascribed thereto in the Group Intercreditor Agreement or in the Indenture, as applicable

SECTION 1 02 Reaffirmation

(a) Each Reaffirming Party hereby consents to the entering into of the New Notes and the transactions contemplated hereby and thereby and by the Indenture and hereby ratifies and reaffirms all payment and performance obligations, contingent or otherwise, and undertakings arising under or pursuant to its respective agreements, guarantees, pledges and grants of security interests and liens, as applicable, under and subject to the terms of the Group Intercreditor Agreement and each Security Document to which it is a party, and agrees that, notwithstanding the effectiveness of the New Notes and the Indenture, and the consummation of the transactions contemplated hereby and thereby, the guarantees, pledges and grants of security interests and liens granted or given pursuant to the applicable Security Document is not impaired or adversely affected in any manner whatsoever by the establishment of the New Notes and the Indenture and shall continue in full force and effect and shall hereafter continue to secure the “Senior Liabilities” (under and as defined in the Group Intercreditor Agreement), as applicable, including, without limitation, those arising under the New Notes and the Indenture

(b) Each Reaffirming Party hereby ratifies and confirms that its guarantee under the Existing Indentures continues in full force and effect and on the terms of the Existing Indentures, in each case, subject to any limitations set out in the SFA or the Existing Indentures. Pursuant to the terms of each Security Document to which it is a party, each Reaffirming Party granted, pledged and assigned to the Security Trustee, as security for the Obligations (as defined in the applicable Security Document) of such Reaffirming Party, a continuing security interest in the Collateral (as defined in each relevant Security Document) (the "Original Security"), and such Reaffirming Party hereby ratifies and confirms the Original Security and that any Security created by it under the applicable Security Document extends to secure the liabilities under the New Notes and the Indenture, having been designated as "New Senior Liabilities" (under and as defined in the Group Intercreditor Agreement) on or about the date of this Deed. Each Reaffirming Party hereby further grants, pledges and assigns to the Security Trustee, as security for the Obligations, a continuing security interest in all of the Collateral (as defined in each applicable Security Document).

(c) Each Reaffirming Party hereby acknowledges and agrees that (i) this Agreement is not intended to be a re-grant of the Original Security, (ii) it is intended that the Original Security remains and continues as a continuing security interest, with effect from the date of the Security Document to which it is a party, (iii) its grant of Original Security to the Security Trustee remains in full force and effect after giving effect to this Agreement, and (iv) the present grant to the Security Trustee of a continuing security interest in all of the Collateral pursuant to Subclause 1.02(b), above is intended to be supplemental to, and not in derogation of, the Original Security.

SECTION 1.03 Acknowledgment

Each Reaffirming Party acknowledges that (a) the Indenture is a "Senior Finance Document" (under and as defined in the Group Intercreditor Agreement), (b) the trustee and holders from time to time under the Indenture are (i) "Senior Finance Parties" (under and as defined in the Group Intercreditor Agreement) and (ii) "Beneficiaries" (under and as defined in the Group Intercreditor Agreement and the Security Document to which it is a party), (c) all obligations of such Reaffirming Party in respect of the New Notes and the Indenture are (i) "New Senior Liabilities" and "Senior Liabilities" (under and as defined in the Group Intercreditor Agreement) and (ii) "Secured Obligations" (under and as defined in the Security Document to which it is a party) and (d) the issuance of the New Notes pursuant to the terms of the Indenture is permitted by and made in accordance with the terms of the Senior Finance Documents. Each reference, whether direct or indirect, in the applicable Security Document to "Obligations" shall be deemed to include any indebtedness or obligations made pursuant to the SFA, the New Notes and/or the Indenture.

SECTION 1.04 Security Trustee

The Security Trustee hereby agrees to act as security trustee for the New Notes and the New Senior Liabilities under the Indenture.

ARTICLE II

Miscellaneous

SECTION 2 01 Senior Finance Document, Relevant Finance Document and Security Document

Each of this Agreement, the New Notes and the Indenture is (i) a "Senior Finance Document" (under and as defined in the Group Intercreditor Agreement) and (ii) a "Finance Document" (under and as defined in the SFA) This Agreement also is a "Security Document" (as defined in the Group Intercreditor Agreement and the Security Trust Agreement)

SECTION 2 02 Representations and Warranties

Each of the undersigned Reaffirming Parties hereby certifies that, as of the date hereof, the representations and warranties made by it contained in each Security Document to which it is a party are true and correct in all material respects with the same effect as if made on the date hereof, except to the extent any such representation or warranty refers or pertains solely to a date prior to the date hereof (in which case such representation and warranty was true and correct in all material respects as of such earlier date) Each of the undersigned Reaffirming Parties further confirms that each Security Document to which it is a party is and shall continue to be in full force and effect and the same are hereby ratified and confirmed in all respects

SECTION 2 03 Effectiveness, Counterparts

This Agreement shall become effective on the date when copies hereof (which, when taken together, bear the signatures of the Reaffirming Parties and the Security Trustee) shall have been received by the Security Trustee This Agreement may not be amended nor may any provision hereof be waived except with the prior written consent of all parties hereto This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement

SECTION 2 04 Authorization

Pursuant to any applicable law, each Reaffirming Party authorizes the Security Trustee to file or record financing statements and other filing or recording documents or instruments with respect to the collateral without the signature of such Reaffirming Party in such form and in such offices as the Security Trustee determines appropriate to perfect the security interests of the Security Trustee under this Agreement Each Reaffirming Party authorizes the Security Trustee to describe the Collateral in any manner it deems appropriate or advisable, including, without limitation, describing collateral as "all personal property, whether now owned or hereafter acquired" in any such financing statements

SECTION 2 05 No Novation, No Offset

This Agreement shall not discharge, release or modify (subject to the supplemental security grant set forth in Subclause 1 02(c) hereof) the obligations of each Reaffirming Party under the Senior Finance Documents or the perfection or priority of the Security Document to which it is a party, any lien thereunder or any other security therefor. Nothing in this Agreement shall be construed as a release or other discharge of either Reaffirming Party under the applicable Security Document from any of its obligations and liabilities under the SFA, the New Notes, the Indenture or the applicable Security Document. Each Reaffirming Party acknowledges that on the date hereof all outstanding Secured Obligations under the Senior Finance Documents are payable in accordance with their terms.

SECTION 2 06 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAW OR CHOICE OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

SECTION 2 07 No Amendments

Except as expressly set forth herein, no amendments to any documents are intended hereby.

SECTION 2 08 Acknowledgment and Consent to Bail-In of EEA Financial Institutions

Notwithstanding any other term of this Agreement or any other agreements, arrangements, or understanding between any BRRD Party and any Reaffirming Party (any such agreement, a "Relevant Agreement"), each Reaffirming Party acknowledges, accepts, and agrees to be bound by

(a) the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of a BRRD Party (the "Relevant BRRD Party") to any Reaffirming Party under any Relevant Agreement, that (without limitation) may include and result in any of the following, or some combination thereof

(i) the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon,

(ii) the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the Relevant BRRD Party or another person (and the issue to or conferral on the applicable Reaffirming Party of such shares, securities or obligations),

(iii) the cancellation of the BRRD Liability,

(iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period,

(b) the variation of the terms of any Relevant Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority

For purposes of this Section 2 08

“Bail-in Legislation” means in relation to an EEA Member Country which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time

“Bail-in Powers” means any Write-down and Conversion Powers as defined in relation to the relevant Bail-in Legislation

“BRRD” means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms

“BRRD Liability” has the same meaning as in such laws, regulations, rules or requirements implementing the BRRD under the applicable Bail-in Legislation

“BRRD Party” means any EEA Financial Institution

“EEA Financial Institutions” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of a Relevant Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway

“EU Bail-in Legislation Schedule” means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at [http //www lma eu com/](http://www.lma.eu.com/)

“Relevant Resolution Authority” means the resolution authority with the ability to exercise any Bail-in Powers in relation to the Relevant BRRD Party

[Signature Pages Follow]

IN WITNESS WHEREOF, each Reaffirming Party and the Security Trustee, for the benefit of the Senior Finance Parties, have caused this Agreement to be duly executed by their respective authorized signatories as of the day and year first above written

Virgin Media Limited

REDACTED

By _____

Name Robert D Dunn

Title Director

NTL Victoria Limited

REDACTED

By _____

Name Robert D Dunn

Title Director

[Signature Page to Reaffirmation Agreement]

Virgin Media Bristol LLC

REDACTED

By _____

Name Michelle K Keist

Title Vice President

[Signature Page to Reaffirmation Agreement]

Acknowledged and Agreed to by:

Deutsche Bank AG, London Branch,
as Security Trustee

REDACTED

By _____

Name Vikki Adams

Title Assistant Vice President:

REDACTED

By _____

Name PHILIP HARGREAVES

Title. AVP

SCHEDULE A

- 1 The Amended and Restated Pledge Agreement, dated as of January 19, 2010 (as amended, amended and restated, varied, novated, supplemented or otherwise modified from time to time on or prior to the date hereof, including by the Release of Security Interests Agreement dated as of February 15, 2011 by Deutsche Bank AG, London Branch, as Facility Agent and Security Trustee), by and among, *inter alios*, Virgin Media Limited and Deutsche Bank AG, London Branch, as Security Trustee and Pledgee
- 2 The Joinder Agreement dated June 7, 2013 to the Amended and Restated Pledge Agreement dated January 19, 2010 between, among others, NTL Victoria Limited and Deutsche Bank AG, London Branch, as Security Trustee and Pledgee
- 3 The Security Agreement, dated as of June 7, 2013 (as amended, amended and restated, varied, novated, supplemented or otherwise modified from time to time on or prior to the date hereof), by and between Virgin Media Bristol LLC and Deutsche Bank AG, London Branch, as Security Trustee