TRAN 020111 7,436.00

In accordance with Section 860 of the Companies Act 2006.

MG01

Particulars of a mortgage or charge

iris LASERFORM

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 form MG01s.

FRIDAY

LUEHIGV3
LD4 22/01/2010 124
COMPANIES HOUSE

1 Company details

For official use

Company number: 3 0 9 2 8 9 7

Company name in full: METRO SOUTH WALES LIMITED

(the "**Charging Entity**")

→ **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: d1 d9 m0 m1 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: A Composite Debenture dated 19 January 2010 (the "**Debenture**") and made between, *inter alios*, the Charging Entity 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.

PLEASE SEE THE SCHEDULE FOR DEFINITIONS.

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

MG01
Particulars of a mortgage or charge

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, London
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. Fixed charge

Pursuant to Clause 3.1 of the Debenture, the Charging Entity, with full title guarantee and as continuing security for the payment, discharge and performance of the Secured Obligations, 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 Agreement 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 Charging Entity 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 of the 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) of the 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 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) of the Debenture or 3.1(b)(i) of the Debenture, all plant and machinery, equipment, computers, vehicles and other chattels (excluding any for the time being forming part of such Charging Entity's stock-in-interest) in which the relevant Charging Entity 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 Charging Entity;

(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 Charging Entity is now or may at any future time become entitled;

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

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

Please give the short particulars of the property mortgaged or charged.

Short particulars

(vi)all the present and future goodwill of the Charging Entity (including all brand names not otherwise subject to a fixed charge or assignment under the 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 Charging Entity or the use of any asset of the Charging Entity 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 6 (Registered, Intellectual Property Rights) of the Debenture; and

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

2. Assignments

Pursuant to Clause 3.2 of the Debenture but subject to Clause 3.3 of the Debenture, the Charging Entity with full title guarantee 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 Charging Entity;

(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 Charging Entity 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) of the Debenture all of its present and future Intellectual Property Rights .

3. Non-Assignable Rights

Pursuant to Clause 3.3 of the Debenture, the Charging Entity declared that to the extent that any right, title, interest or benefit described in Clause 3.2 of the Debenture is for any reason not effectively assigned pursuant to Clause 3.2 of the Debenture for whatever reason, the relevant Charging Entity 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.

4. Floating Charge

Pursuant to Clause 3.4 of the Debenture, the Charging Entity with full title guarantee (or, in relation to rights or assets situated in or governed by the law of Scotland, with absolute warrandice) charged to the Security Trustee by way of first floating charge and as a continuing security for the payment and

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

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 and 3.2 of the 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 the Charging Entity. The Charging Entity agreed that the floating charge created by Clause 3.4 of the Debenture is a qualifying floating charge for the purposes of paragraph 14 of schedule B1 to the Insolvency Act 1986.

5. Scotland

Pursuant to Clause 3.5 of the Debenture:

(a) The Charging Entity, as security for the payment and discharge of the Secured Obligations undertook and bound and obliged itself forthwith to execute and deliver to the Security Trustee a Standard Security over its right, title and interest in the Scottish Charged Land owned by it at the date hereof.

(b) Clauses 3.5 and 3.6 of the Debenture shall not apply to the Charging Entity's property and assets situated in Scotland if and to the extent that a Receiver would not be capable of exercising its powers in Scotland in relation thereto pursuant to section 72 of the Insolvency Act 1986 by reason of any automatic conversion.

6. Further assurance

Pursuant to Clause 7 of the Debenture, the Charging Entity 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 Debenture over the Charged Assets or any part thereof or, on or after the Enforcement Date, to facilitate the realisation of the same.

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

Please give the short particulars of the property mortgaged or charged.

Short particulars

SCHEDULE

DEFINITIONS

"**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.

"**Administrative Agent**" means GE Corporate Banking Europe SAS.

"**Agents**" means the Facility Agent, the US Paying Agent and the Administrative Agent, and "Agent" means either of them.

"**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 (as such term is defined in the Senior Facilities Agreement) granted pursuant to the terms of this Agreement.

"**Arrangers**" means the Mandated Lead Arrangers and "Arranger" means any of them.

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

"**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 and "**Bookrunner**" means any one of them.

"**Commitments**" has the meaning given to such term in the Senior Facilities Agreement.

"**Conversion Notice**" has the meaning given to such term in paragraph (a) of Clause 6.1(*Utilisation of Ancillary Facilities*) of the Senior Facilities Agreement.

"**Charged Assets**" means all the undertaking, goodwill, property, assets and rights of the Chargors described in Clauses 3.1, 3.2 and 3.4 of the Debenture.

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

"**Chargors**" means each of the Original Charging Companies and each of the Original Charging Partnerships (as such terms are defined in the Debenture) and shall include the Charging Entity, and "**Chargor**" shall mean any one of them.

"**Company**" means Virgin Media Investment Holdings Limited and its successors in title from time to time.

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

"**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 Company to the Security Trustee (with a copy to each Authorised Representative). Only one agreement at a time may be a Designated Refinancing Facilities Agreement.

"**Encumbrance**" means:

(a) a mortgage, charge, pledge, lien, 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 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 relevant 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.

"**Enforcement Control Event**" means when (x) 60 consecutive Business Days (as such term is defined in the Senior Facilities Agreement) 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.

"**English Charged Land**" means, in respect of each Chargor, the English Real Property specified in Part 1 of Schedule 5 of the Debenture next to the name of such Chargor.

"**English Real Property**" means, at any time and in respect of any Chargor, freehold or leasehold property in England and Wales in which such 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.

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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"**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.

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

"**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.

"**Finance Parties**" means the Agents, the Arrangers, the Bookrunners, the Security Trustee, the Lenders and each Hedge Counterparty the holders of any Senior Secured Notes and the trustees and/or other agents in respect of any Senior Secured Notes and "**Finance Party**" means any of them.

"**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.

"**Group**" means:

(a) for the purposes of Clause 22.1 (*Financial Statements*), Clause 22.3 (*Budget*) and Clause 23 (*Financial Condition*) of the Senior Facilities Agreement and any other provisions therein using the terms defined in Clause 23 (*Financial Condition*) therein:

(i) the Ultimate Parent and its Subsidiaries from time to time;

(ii) NTL South Herts, for so long as a member of the Group is the general partner of South Hertfordshire United Kingdom Fund, Ltd. or if it becomes a wholly-owned Subsidiary of the Group; and

(b) for all other purposes, the Ultimate Parent and its Subsidiaries from time to time.

"**Group Intercreditor Agreement**" and "**Group Intercreditor Deed**" mean the intercreditor agreement dated on or about the Merger Closing Date between, among others, certain of the Obligors, other members of the Group and the Finance Parties.

"**Hedge Counterparties**" means, collectively, the existing Hedge Counterparties and, following their accession to the Group Intercreditor Agreement in accordance with the provisions of Clause 18.3 (*New Creditors*) of the Group Intercreditor Agreement, any New Hedge Counterparties and "**Hedge Counterparty**" means any one of them.

"**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 Arrangements**" means any interest rate or currency protection arrangements (whether by way of interest rate or cross currency swap, cap, collar or otherwise) from time to time entered into by any Obligor which arrangements hedge the interest rate or currency exposure of the Group and which are permitted under the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement and which are documented by one or more Hedging Agreements.

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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"**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.

"**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 a Chargor, all present and future contracts or policies of insurance (including life policies) in which that Chargor from time to time has an interest.

"**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 any Chargor.

"**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.

"**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 of the Debenture and any other such indebtedness from time to time outstanding.

"**Investments**" means the Shares (but excluding any Shares of ntl Victoria Limited in Virgin Media Dover LLC to the extent that such Shares are subject to a valid and binding US Share Pledge) and any

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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other stocks, debentures, bonds, warrants and other securities of any kind whatsoever and any units in Unit Trust Schemes.

"**Joint Venture**" means any joint venture, partnership or similar arrangement between any member of the Bank Group (as such term is defined in the Senior Facilities Agreement) and any other person that is not a member of the Bank Group.

"**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.

"**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*) of 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 to the Senior Facilities Agreement in accordance with the provisions of Clause 2.7 (*Alternative Bridge Facility Refinancing*) of the Senior Facilities Agreement,

which in each case has not ceased to be a party to the in accordance with the terms of the Senior Facilities Agreement.

"**Liabilities**" means any one or more of the Senior Liabilities, the Hedging Liabilities and the Intergroup Liabilities collectively, and "**Liability**" means any of them.

"**Mandated Lead Arrangers**" means Deutsche Bank AG, London Branch, J.P. Morgan Plc, The Royal Bank of Scotland Plc and Goldman Sachs International and "**Mandated Lead Arranger**" means any one of them.

"**Merger**" means the merger of NTL with Merger Sub pursuant to the terms and conditions of the Merger Agreement and the reorganisation, recapitalisation and refinancing of the Group in connection therewith in accordance with the Steps Paper.

"**Merger Agreement**" means the agreement and plan of merger dated as of 2 October 2005 (as amended and restated on 14 December 2005 and 30 January 2006) made between NTL, the Ultimate Parent and the Merger Sub.

"**Merger Closing Date**" means the date on which the Merger is completed in accordance with, and subject to the terms and conditions of the Merger Agreement.

"**Merger Sub**" means Neptune Bridge Borrower, LLC, a Delaware limited liability company, which has been established for the purposes of the Merger in accordance with the terms and conditions of the Merger Agreement.

"**New Hedge Counterparty**" means each party to a Hedging Agreement which has acceded to the Group Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of Clause 18.3 (*New*

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Creditors) of the Group Intercreditor Agreement and "**New Hedge Counterparties**" means all such parties.

"**New Senior Liabilities**" shall have the meaning given to such term in Clause 12 (*New Senior Liabilities*) of the Group Intercreditor Agreement (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 of the Debenture being:

(a) Part 1, in the case of Intercompany Indebtedness; and

(b) Part 2, in the case of Insurances.

"**NTL**" means Virgin Media Holdings Inc. (formerly known as NTL Holdings Inc.), a Delaware corporation, whose registered office is at 909 Third Avenue, Suite 2863, New York, NY 10022, United States of America.

"**NTL Group**" means NTL and its Subsidiaries from time to time. For information purposes only, the members of the NTL Group as at the Original Execution Date are listed in Part 3 of Schedule 9 (*Members of the NTL Group*) of the Senior Facilities Agreement.

"**NTL South Herts**" means NTL (South Hertfordshire) Limited (formerly known as Cable & Wireless Communications (South Hertfordshire) Limited), a company incorporated in England and Wales with registered number 2401044.

"**Obligors**" means the Original Senior Borrowers, the Original Senior Guarantors (each as defined in the Group Intercreditor Agreement) 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 Execution Date**" means 3 March 2006.

"**Original Facility Agent**" means Deutsche Bank AG, London Branch.

"**Original L/C Bank**" means Deutsche Bank AG, London Branch.

"**Original Security Trustee**" means Deutsche Bank AG, London Branch.

"**Parent**" means Virgin Media Finance Plc and its successors in title from time to time.

"**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 of the Debenture.

"**Priority Liabilities**" means the Senior Liabilities and the Hedging Liabilities.

"**Receiver**" means a receiver and manager, or any other receiver (whether appointed pursuant to the Group Intercreditor Agreement 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

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Designated Refinancing Facilities Agreement and which is designated as such by the Company 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 Agreement.

"**Real Property**" means the English Real Property and the 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.

"**Related Rights**" means, in relation to any Investment of any 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.

"**Relevant Finance Documents**" has the meaning ascribed to such term in the Senior Facilities Agreement.

"**Relevant Finance Parties**" means the Agents, the Arrangers, the Bookrunners, the Security Trustee, the Lenders and each Hedge Counterparty and "Relevant Finance Party" means any of them.

"**Scottish Charged Land**" means, in respect of each Chargor, the Scottish Heritable Property specified in Part 2 of Schedule 5 of the Debenture next to the name of such Chargor.

"**Scottish Heritable Property**" means, at any time and in respect of any Chargor, any heritable or leasehold property in Scotland in which such 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.

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

"**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 Agreement 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

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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 has not agreed to act as security trustee for,

shall not, in any such case constitute "Secured Obligations" for the purpose of this Agreement.

"**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 or about the date of Group Intercreditor Agreement between, Deutsche Bank AG, London Branch as Security Trustee and as Facility Agent, Virgin Media Investment Holdings Limited (formerly known as NTL Investment Holdings Limited) and the companies named therein as Original Obligors (as such term is defined therein).

"**Security Trustee**" means Deutsche Bank AG, London Branch.

"**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.

"**Senior Facilities Agreement**" means the senior facilities agreement dated 3 March 2006 (as amended and restated from time to time) between *inter alios* the Ultimate Parent, the Original Borrowers (as defined in the Senior Facilities Agreement), the Original Facility Agent, the Original Security Trustee and the Senior 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 and "**Senior Finance Party**" means any one of them.

"**Senior Lenders**" means a bank or financial institution or other person which has become (and remains) a party to the Group Intercreditor Agreement as a Senior Lender in accordance with the provisions of Clause 18.3 (*New Creditors*) of the Group Intercreditor Agreement and in accordance with the provisions of the Senior Facilities Agreement or any Designated Refinancing Facilities Agreement.

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

"**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 Group Intercreditor Agreement, together with any related Additional Liabilities owed to the Senior Finance Parties and together also with all costs, charges and expenses incurred by each of 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:

(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 (as such terms is defined in the Group Intercreditor Agreemebt) 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.

"**Series**" means any series or class of Senior Liabilities outstanding from time to time. For the avoidance of doubt, all Senior Liabilities outstanding under the same facilities agreement, note indenture or other debt agreement shall constitute a single Series unless any tranche or series under such agreement has different rights in respect of the Security, in which case such tranche or series shall constitute a separate Series as the context requires.

"**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.

"**Steps Paper**" means the alternative papers entitled "*Steps Plan: Version 1 – Combination of NTL, Telewest and Virgin Mobile before Structures 1 and 2*" and "*Steps Plan: Version 2 – Combination of NTL, Telewest and Virgin Mobile after Structures 1 and 2*", in each case, as agreed between NTL and the Bookrunners setting out the restructuring steps affecting the Telewest Group and NTL Group occurring prior to, on and following the Merger Closing Date.

"**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

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

Please give the short particulars of the property mortgaged or charged.

Short particulars

(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 this Agreement where the financial terms defined in Clause 23 (Financial Condition) are used, any legal entity which is accounted for under applicable GAAP as a Subsidiary of the first-mentioned company.

"**Telewest Group**" means the Ultimate Parent and its Subsidiaries from time to time. For information purposes only, the members of the Telewest Group as at the Original Execution Date and prior to the Merger taking place, are listed in Part 2 of Schedule 9 (*Members of the Telewest Group*) of the Senior Facilities Agreement.

"**Ultimate Parent**" means Virgin Media Inc. and its successors in title from time to time.

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

"**US Borrower**" means Virgin Media Dover LLC.

"**US Paying Agent**" means as at the Original Execution Date, Deutsche Bank AG, New York Branch and at any other time, any other person that has been delegated with, or appointed for the purposes of, carrying out the functions set out in Clause 30.21 (*US Paying Agent*) of the Senior Facilities Agreement subject to the terms set out in that Clause.

"**US Share Pledge**" means the share pledge granted by ntl Victoria Limited in favour of the Security Trustee in respect of the entire issued share capital of the US Borrower and entered into on or about the date hereof.

MG01
Particulars of a mortgage or charge

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

NONE .

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 White & Cave LLP X

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

MG01
Particulars of a mortgage or 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 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 Tom Merrifield

Company name White & Case LLP

Address 5 Old Broad Street

Post town London

County/Region Greater London

Postcode E C 2 N 1 D W

Country England

DX

Telephone 020 7532 2720

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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 3092897
CHARGE NO. 7

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED 19 JANUARY 2010 AND CREATED BY METRO SOUTH WALES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE TO DEUTSCHE BANK AG LONDON BRANCH (THE SECURITY TRUSTEE) FROM THE OBLIGORS (OR ANY ONE OR MORE OF THEM) TO THE SENIOR FINANCE PARTIES (OR ANY ONE OR MORE OF THEM) AND FROM ALL OR ANY OF THE OBLIGORS TO THE HEDGE COUNTERPARTIES (OR ANY ONE OR MORE OF THEM) ON ANY ACCOUNT WHATSOEVER 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 22 JANUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 JANUARY 2010

Companies House — for the record —

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES