

MG01

Particulars of a mortgage or charge



000111 | 7.463.00

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 register particulars of a charge for a Scottish company. To do this, please use form MG01s.

FRIDAY



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22/01/2010

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COMPANIES HOUSE

1

Company details

Company number

3 0 9 2 8 9 7

Company name in full

METRO SOUTH WALES LIMITED

(the "Charging Entity")

8

→ 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

d 1 d 9 m 0 m 1 y 2 y 0 y 1 y 0

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 3 March 2006 and amended on 19 January 2010 (the "Debenture") and made between 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.

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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

1.1 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 Deed and the Security Trust Agreement:

- 1.1.1 by way of first legal mortgage, all of the English Charged Land and all other Real Property now vested in any Charging Entity and the proceeds of sale of all or any part thereof;
- 1.1.2 by way of first fixed charge (but in the case of paragraphs (c) and (d) 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):
 - (a) to the extent not effectively charged pursuant to Clause 3.1.1 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 this Deed and the proceeds of sale of all or any part thereof;
 - (b) to the extent not effectively charged pursuant to Clauses 3.1.1 or 3.1.2(a) 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-trade or work in progress) now or in the future owned by such Charging Entity or (to the extent of such interest) in which the relevant Charging Entity has an interest and the benefit of all contracts and warranties relating to the same;
 - (c) all Investments and all Related Rights now or in the future beneficially and/or legally owned by such Charging Entity;
 - (d) 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 such Charging Entity is now or may at any future time become entitled;
 - (e) any interest, claim or entitlement of such Charging Entity in, to or in respect of any pension fund;

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Short particulars	(f) all the present and future goodwill of such Charging Entity (including all brand names not otherwise subject to a fixed charge or assignment under this Deed); (g) 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 such Charging Entity or the use of any asset of such 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; (h) all its present and future uncalled capital; and (i) 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 (<i>Registered, Intellectual Property Rights</i>) to the Debenture; and 1.1.2 by way of second fixed charge, all of the Prior Charged Land. 1.2 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: 1.2.1 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 relevant Charging Entity; 1.2.2 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 relevant Charging Entity is now or may at any future time become entitled; and 1.2.3 to the extent not charged under the provisions of Clause 3.1.2 of the Debenture all of its present and future Intellectual Property Rights . 1.3 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 Charging Entity shall: 1.3.1 hold the benefit of the same on trust for the Security Trustee as security for the payment and discharge of the Secured Obligations; and 1.3.2 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.	

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Short particulars	1.4 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 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 assigned 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 such Charging Entity. The parties to this Deed agree that the floating charge created by this 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. 1.5 Scotland Pursuant to Clause 3.7 of the Debenture: 1.5.1 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. 1.5.2 Clauses 3.5 and 3.6 of the Debenture shall not apply to any 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. 1.6 Negative Pledge There is a negative pledge applicable to the Charging Entity contained in the Senior Facilities Agreement. 1.7 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 this Deed over the Charged Assets or any part thereof or, on or after the Enforcement Date, to facilitate the realisation of the same.

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Short particulars

SCHEDULE

DEFINITIONS

"Acceding Borrower" means a member of the Bank Group which has complied with the requirements of Clause 26.1 of the Senior Facilities Agreement.

"Accession Notice" means a duly completed notice of accession in the form of part 1 of Schedule 7 to the Senior Facilities Agreement.

"Additional Facility Accession Agreement" means a deed in the form of Part 3 of Schedule 7 to the Senior Facilities Agreement.

"Additional Liability" means in relation to a Liability, any liability 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; or
- (d) 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 and any successor thereto.

"Affiliate" means, in relation to a person, any other person directly or indirectly controlling, controlled by or under direct or indirect common control with that person, and for these purposes "control" shall be construed so as to mean the ownership, either directly or indirectly and legally or beneficially, of more than 50% of the issued share capital of a company or the ability to control, either directly or indirectly, the affairs or the composition of the board of directors (or equivalent of it) of a company and "controlling", "controlled by" and "under common control with" shall be construed accordingly.

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

"Alternative Bridge Borrower" means, upon its accession to the Group Intercreditor Deed in accordance with Clause 16.3 of the Group Intercreditor Deed and for so long as any Alternative Bridge Liabilities remain outstanding, NTL Cable plc as borrower under the Alternative Bridge Facility Agreement.

"Alternative Bridge Facility" means the alternative bridge facility made available pursuant to the Alternative Bridge Facility Agreement, the proceeds of which are on-lent to the Company and following a series of transactions as more particularly described in the Steps Paper, applied for the purposes of repaying in part, amounts outstanding under the Bridge Facility.

"Alternative Bridge Facility Agreement" means the senior subordinated bridge facility agreement to be entered into prior to the Structuring Date between, among others, the Parent and the Mandated Lead Arrangers (as defined therein) relating to the Alternative Bridge Facility or any agreement entered into pursuant thereto and in accordance with the terms thereof for the purposes of extending the term of such facilities beyond one year (including, in each case, any Exchange Notes).

"Alternative Bridge Finance Documents" means the Finance Documents (as defined in the Alternative Bridge Facility Agreement).

"Alternative Bridge Finance Parties" means the Finance Parties (as defined in the Alternative Bridge Facility Agreement).

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Short particulars	"Alternative Bridge Trustee" means, upon its accession to the Group Intercreditor Deed in accordance with Clause 16.3 of the Group Intercreditor Deed and for so long as any Alternative Bridge Liabilities remain outstanding, Deutsche Bank AG, London Branch in its capacity as security trustee for the Alternative Bridge Finance Parties, or its successor from time to time or any other trustee acting as trustee for any Alternative Bridge Finance Parties, in each case having become party to the Group Intercreditor Deed pursuant to Clause 16 of the Group Intercreditor Deed, and references in the Group Intercreditor Deed to "Alternative Bridge Trustee" shall be construed accordingly. "Ancillary Facility" means any: (a) overdraft, automated payment, cheque drawing or other current account facility; (b) forward foreign exchange facility; (c) derivatives facility; (d) guarantee, bond issuance, documentary or stand-by letter of credit facility; (e) performance bond facility; and/or (f) such other facility or financial accommodation as may be required in connection with the Group Business and which is agreed in writing between the relevant UK Borrowers and the relevant Ancillary Facility Lender. "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 Outstandings" means (without double counting), at any time with respect to an Ancillary Facility Lender and each Ancillary Facility provided by it, the aggregate of: (a) all amounts of principal then outstanding under any overdraft, automated payment, cheque drawing or other current account facility (determined in accordance with the applicable terms) as at such time; and (b) in respect of any other facility or financial accommodation, such other amount as fairly represents the aggregate potential exposure of that Ancillary Facility Lender with respect to it under its Ancillary Facility, as reasonably determined by that Ancillary Facility Lender from time to time in accordance with its usual banking practices for facilities or accommodation of the relevant type (including without limitation, the calculation of exposure under any derivatives facility by reference to the mark-to-market valuation of such transaction at the relevant time). "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 one 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. "Bank Group" has the meaning ascribed to such term in the Senior Facilities Agreement. "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 Bank PLC and the Security Trustee. "Beneficiaries" means the First Beneficiary, the Second Beneficiaries, the Third Beneficiary and the Fourth Beneficiaries. "Bookrunners" means Deutsche Bank AG, London Branch, J.P. Morgan plc, The Royal Bank of Scotland plc and Goldman Sachs International.

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Short particulars	"Borrowers" means the UK Borrowers, the US Borrower and any Acceding Borrower. "Bridge Facility" means the £1,800,000,000 bridge facility, the proceeds of which will be applied to fund the Ultimate Parent's deposit with the Exchange Agent (as defined in the Merger Agreement) for the benefit of the Ultimate Parent's shareholders, cash in an amount equal to Redemption Consideration as required under the Merger Agreement, and the payment of any transaction fees and expenses in connection with the Merger Agreement and the Finance Documents. "B2 Facility" means the term loan facility granted to the Company pursuant to paragraph (d)(i) of Clause 2.1 of the Senior Facilities Agreement. "B3 Facility" means the term loan facility granted to the Company pursuant to paragraph (e)(i) of Clause 2.1 of the Senior Facilities Agreement. "B4 Facility" means the term loan facility granted to the Company pursuant to paragraph (f)(i) of Clause 2.1 of the Senior Facilities Agreement and novated to the US Borrower pursuant to the provisions of Clause 2.2 of the Senior Facilities Agreement. "C Facility" means the term loan facility to be made available to the Company pursuant to Clause 2.1(i) (<i>The Facilities</i>) of the Senior Facilities Agreement. "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. "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. "Charged Land" means the English Charged Land and the Scottish Charged Land. "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" means any one of them. "Company" means: (a) VMIH; or (b) following a solvent liquidation of VMIH, pursuant to the provisions of Clause 25.20 of the Senior Facilities Agreement, NTL Finance Limited. "Conversion Notice" has the meaning given to such term in paragraph (a) of Clause 6.1 of the Senior Facilities Agreement. "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 of the Senior 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.

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Short particulars

"Enforcement Control Event" has the meaning ascribed to such term in the Group Intercreditor Deed.

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

"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 (excluding, for the avoidance of doubt, the Prior Charged Land);

"Event of Default" means each of:

- (a) an Event of Default as defined in the Senior Facilities Agreement; and
- (b) an event of default or termination event (however described) under any Hedging Agreement;

"Existing Hedge Counterparty" means each party named in Part II of Schedule 6 to the Group Intercreditor Deed in their capacity as existing hedge counterparties.

"Existing High Yield Notes" means the Sterling denominated 9.75% senior notes due 2014, the dollar denominated 8.75% senior notes due 2014 and the euro denominated 8.75% senior notes due 2014, in each case, issued by the Parent.

"Facility Agent" means Deutsche Bank AG, London Branch in its capacity as facility agent for the Senior Lenders under the Senior Facilities Agreement.

"Fees Letters" means the fees letters referred to in Clauses 16.2, 16.3 and 16.5 of the Senior Facilities Agreement.

"Finance Documents" means the Relevant Finance Documents (as defined in the Senior Facilities Agreement) and **"Finance Document"** means any one of them.

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

"Finance Parties" means the Relevant Finance Parties (as defined in the Senior Facilities Agreement) and **"Finance Party"** means any of them.

"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 (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;

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- (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 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 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 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.
- "Fourth Beneficiaries"** means the Alternative Bridge Agent and the Alternative Bridge Lenders (as such terms are defined in the Group Intercreditor Deed).
- "Group"** means:
- (a) for the purposes of Clause 22.1, Clause 22.3 and Clause 23 of the Senior Facilities Agreement and any other provisions in the Senior Facilities Agreement using the terms defined in Clause 23 of the Senior Facilities Agreement:
 - (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 Business"** means the provision of broadband and communications services, including:
- (a) residential telephone, mobile telephone, cable television and internet services, including wholesale internet access solutions to internet service providers;
 - (b) data, voice and internet services to large businesses, public sector organisations and small and medium sized enterprises;
 - (c) national and international communications transport services to communications companies; and
 - (d) the provision of content,
- and any related ancillary or complementary business to any of the services described above in the United Kingdom, the Isle of Man, the Republic of Ireland and the Channel Islands provided that "Group Business" may include the provision of any such services outside the United Kingdom, the Isle of Man, the Republic of Ireland and the Channel Islands which constitute a non-material part of the Group Business and which are acquired pursuant to an acquisition permitted under the terms of the Senior Facilities Agreement.

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"Group Intercreditor Deed" and **"Group Intercreditor Agreement"** mean an intercreditor deed dated 3 March 2006 as amended and restated on 13 June 2006, 10 July 2006, 31 July 2006 and 15 May 2008 between the Security Trustee, the Facility Agent, the Original Senior Borrowers, the Original Senior Guarantors, the Senior Lenders, the Hedge Counterparties, the Restructuring Swap Counterparties (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.

"Guarantors" has the meaning ascribed to such term in the Senior Facilities Agreement.

"Hedge Counterparty" means each Lender or Affiliate of a Lender which is a party to a Hedging Agreement entered into for the purposes of Clause 24.9 of the Senior Facilities Agreement and **"Hedge Counterparties"** means all such Lenders or Affiliates.

"Hedging Agreement" means any agreement in respect of an interest rate swap, currency swap, forward foreign exchange transaction, cap, floor, collar or option transaction or any other treasury transaction or any combination of it or any other transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

"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.

"HYD Intercreditor Agreement" means the intercreditor agreement dated 13 April 2004 as amended and restated from time to time between certain of the Obligors, the Finance Parties and the indenture trustee in respect of the Existing High Yield Notes as the same may otherwise be amended, supplemented, novated or restated from time to time.

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

"Initial Security Documents" means the security documents listed in part 4 of Schedule 4 to the Senior Facilities Agreement.

"Instructing Party" has the meaning ascribed to such term in the Group Intercreditor Deed.

"Insurances" means, in relation to the Chargor, all present and future contracts or policies of insurance (including life policies) in which that the 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;

"Intercompany Indebtedness" means indebtedness owing by any member of the Group to any of the Chargors under each of the loan agreements or other debt instruments listed in Schedule 7 to the 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

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- (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 the US Borrower to the extent that such Shares are subject to a valid and binding US Share Pledge) and any 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 and any other person that is not a member of the Bank Group (as defined in the Senior Facilities Agreement).

"L/C Bank" means Deutsche Bank AG, London Branch as original L/C Bank and any other Lender which has been appointed as an L/C Bank in accordance with Clause 5.11 of the Senior Facilities Agreement and which has not resigned in accordance with paragraph (c) of Clause 5.11 of the Senior Facilities Agreement.

"Lender" has the meaning ascribed to such term in the Senior Facilities Agreement.

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

"Liability" means any obligation or liability for the payment of money, whether in respect of principal, interest or otherwise, whether actual or contingent, whether owed jointly or severally and whether owed as principal or surety or in any other capacity

"Mandated Lead Arrangers" means the Bookrunners in their capacity as mandated lead arrangers.

"Merger Agreement" has the meaning ascribed to such term in the Senior Facilities Agreement.

"Merger Closing Date" has the meaning ascribed to such term in the Senior Facilities Agreement.

"New Hedge Counterparty" means each party to a Hedging Agreement which has acceded to the Group Intercreditor Deed as a Hedge Counterparty in accordance with the provisions of Clause 18.3 (*New Creditors*) thereof and **"New Hedge Counterparties"** means all such parties.

"New Senior Liabilities" shall have the meaning given to such term in Clause 12 of the Group Intercreditor Deed (*New Senior Liabilities*) (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 acknowledgment of assignment in the form set out in the relevant Part of Schedule 4 to the Debenture being:

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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	(a) Part IA, in the case of Intercompany Indebtedness; and (b) Part IIA, in the case of Insurances. "NTLIH" means NTL Investment Holdings Limited. "NTL South Herts" means NTL (South Hertfordshire) Limited. "Obligors" means the Borrowers and the Guarantors and "Obligor" means any of them. "Original Execution Date" means 3 March 2006. "Original Guarantor" means each of the companies and partnerships listed in Part 1 of Schedule 2 to 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. "Original Obligors" means the UK Borrowers, the US Borrower and the Original Guarantors. "Parent" means Virgin Media Finance Plc. "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 to the Debenture; "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. "Redemption Consideration" has the meaning ascribed to such term in the Senior Facilities Agreement. "Refinancing Facilities Agreement" means any facilities agreement under which facilities are made available for the refinancing of the facilities made available under the Senior Facilities Agreement and which is designated as such by the Borrowers by notice to the Facility Agent party to the Group Intercreditor Deed at such time and to the Alternative Bridge 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 as at the date hereof, together with any New Senior Liabilities permitted to be incurred under Clause 12 of the Group Intercreditor Deed. "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. "Scottish Charged Land" means, in respect of each of the Chargors, the Scottish Heritable Property specified in Part 2 of Schedule 5 of the Debenture next to the names of such Chargors; "Scottish Heritable Property" means, at any time and in respect of any of the Chargors, any heritable or leasehold property in Scotland in which such Chargors have 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, the Senior Lenders and the Hedge Counterparties;

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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

"Secured Obligations" means the Security Trustee Liabilities, the Senior Liabilities and the Hedging Liabilities.

"Security Documents" means:

- (a) each of the Initial Security Documents and the Subsequent Security Documents;
- (b) any security documents required to be delivered by an Acceding Obligor pursuant to Clauses 26.1 (*Acceding Borrowers*) and 26.2 (*Acceding Guarantors*) of the Senior Facilities Agreement;
- (c) 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 obligations of the Obligors under this Agreement whether or not specifically required by this Agreement; and
- (d) any other document executed at any time pursuant to Clause 24.12 (*Further Assurance*) or any similar covenant in any of the Security Documents referred to in paragraph (a) to (c) above.

"Security Trust Agreement" means the security trust agreement dated 3 March 2006 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;

"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).

"Senior Facilities Agreement" means a senior facilities agreement dated 3 March 2006 and as amended, restated, supplemented, novated and/or varied from time to time) between, inter alios, Virgin Media Inc. as Ultimate Parent, Virgin Media Finance plc as Parent, Virgin Media Investment Holdings Limited, Telewest Communications Network Limited and VMH Sub Limited as UK Borrowers, Virgin Media Dover LLC as US Borrower, Deutsche Bank AG, London Branch, J.P. Morgan plc, The Royal Bank of Scotland plc and Goldman Sachs International as Bookrunners and as Mandated Lead Arrangers, Deutsche Bank AG, London Branch as Facility Agent and as Security Trustee, Deutsche Bank AG, New York Branch as US Paying Agent, GE Corporate Banking Europe SAS as Administrative Agent and the persons named therein as Lenders.

"Senior Finance Documents" means the Finance Documents.

"Senior Finance Parties" means the Finance Parties.

"Senior Lenders" means:

- (a) a bank or financial institution or other person named in Part I of Schedule 1 (*Senior Lenders*) of the Group Intercreditor Deed (unless it has ceased to be a party thereto in accordance with the terms thereof); or
- (b) a bank or financial institution or other person which has become (and remains) a party hereto as a Senior Lender in accordance with the provisions of Clause 16.3 (*New Creditors*) of the Group Intercreditor Deed and in accordance with the provisions of the Senior Facilities Agreement or any 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) 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

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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	Senior Finance Documents including, without limitation, any New Senior Liabilities provided pursuant to Clause 12 (<i>New Senior Liabilities</i>) of the Group Intercreditor Deed 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, excluding in all respects any such obligations or liabilities in respect of or arising from the B2 Facility, B3 Facility and/or B4 Facility of any member of the Telewest Group incorporated in England & Wales until such time as the provisions of sections 151-158 of the Act have been complied with by such member(s) in respect of such liabilities and obligations 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 (<i>Vanilla Initial Security Documents</i>) 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 over NTLIH (the "<i>C Facility Security Documents</i>") only, Senior Liabilities shall not include any C Facility Liabilities; 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 Clauses 29.1 (<i>Guarantee</i>) and paragraph (b) of 29.2 (<i>Indemnity</i>) of the Senior Facilities Agreement. "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. "Standard Security" means a standard security in terms of the Conveyancing and Feudal Reform (Scotland) Act 1970 substantially in the form set out in Schedule 8 of the Debenture. "Steps Paper" has the meaning ascribed to such term in the Senior Facilities Agreement. "Structuring Date" has the meaning ascribed to such term in the Senior Facilities Agreement. "Subsequent Security Documents" means the security documents listed in paragraph 4 of part 6 of Schedule 4 to the Senior Facilities Agreement. "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 and Clause 23 of the Senior Facilities Agreement and any provision of the Senior Facilities Agreement where the financial terms defined in Clause 23 of

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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	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 Additional High Yield Notes Intercreditor Agreement" has the meaning given to such term in Clause 25.4(c)(iii) (<i>Financial Indebtedness</i>) of the Senior Facilities Agreement. "TCN" means Telewest Communications Networks Limited. "Third Beneficiary" means the Alternative Bridge Trustee to the extent only of the amounts payable to it in its capacity as such (for its own account) pursuant to the Alternative Bridge Finance Documents. "Transfer Deed" means a duly completed deed of transfer and accession in the form set out in Schedule 3 to the Senior Facilities Agreement which has been executed as a deed by a Lender and a Transferee whereby such Lender seeks to transfer to such Transferee all or a part of such Lender's rights, benefits and obligations under the Senior Facilities Agreement as contemplated in Clause 37 of the Senior Facilities Agreement and such Transferee agrees to accept such transfer and to be bound by the Senior Facilities Agreement and to accede to the HYD Intercreditor Agreement, the Group Intercreditor Deed and the Security Trust Agreement. "Transferee" means a bank or other institution to which a Lender seeks to transfer all or part of its rights, benefits and obligations under the Senior Facilities Agreement pursuant to and in accordance with Clause 37 of the Senior Facilities Agreement. "UK Borrowers" means: (a) as at the date of the Senior Facilities Agreement, each of the Company, TCN and VMIH Sub; and (b) thereafter, any Acceding Borrower that is liable to corporation tax in the United Kingdom, excluding any UK Borrower which has been liquidated in accordance with the provisions of Clause 25.20 of the Senior Facilities Agreement but including the relevant Successor Entity (provided it is also liable to corporation tax in the United Kingdom) thereafter, and "UK Borrower" means any of them. "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 date of the Senior Facilities Agreement, 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 30.2 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. "VMIH" means Virgin Media Investment Holdings Limited. "VMIH Sub" means VMIH Sub Limited.	

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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 & Carr LLP X

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

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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



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. 8**

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 27 JANUARY
2010

Selo.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES