In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge

Companies House for the record

7185569/3718

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

THURSDAY

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A14 29/04/2010 572
COMPANIES HOUSE

For official use 9

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

All fields are mandatory unless specified or indicated by *

1 Company details

Company number: 0 3 0 9 2 8 9 7

Company name in full: METRO SOUTH WALES LIMITED (the "Chargor")

2 Date of creation of charge

Date of creation: d1 d5 m0 m4 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: Confirmation Deed dated 15 April 2010 ("the Confirmation Deed") and entered into between the Chargor and Deutsche Bank AG, London Branch (the "Facility Agent under the New SFA")

4 Amount secured

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

Amount secured: The Secured Obligations

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

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

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

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

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

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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

1 CHARGING PROVISIONS

1 1 Notice of Designation of Security

Pursuant to the definition of "Refinancing Facilities Agreement" contained in the Group Intercreditor Agreement, the New SFA was hereby designated, as of 15 April 2010, as a Refinancing Facilities Agreement under the Group Intercreditor Agreement

Pursuant to the definition of "Designated Refinancing Facilities Agreement" contained in the Group Intercreditor Agreement, the New SFA was hereby designated, as of 15 April 2010, as a Designated Refinancing Facilities Agreement under the Group Intercreditor Agreement

Pursuant to clause 12 (New Senior Liabilities) of the Group Intercreditor Agreement the Facilities (as defined in the New SFA) was hereby designated, as of 15 April 2010, as New Senior Liabilities under the Group Intercreditor Agreement

1 2 Confirmation of Designation of Security

The Chargor hereby acknowledges and agrees to the New SFA and the transactions contemplated thereby and hereby confirms all payment and performance obligations, contingent or otherwise, and undertakings arising under or in connection with its respective agreements, guarantees, pledges and grants of Encumbrances (as defined in the New SFA), as applicable, under and subject to the terms of the Group Intercreditor Agreement and each Security Document to which it is party, and agrees that, notwithstanding the effectiveness of the New SFA and the consummation of the transactions contemplated thereby (including the repayment in full of all indebtedness under the Old SFA), the pledges and grants of Encumbrances given in connection with the Security Documents are in full force and effect and remain and shall hereafter continue to secure the "Senior Liabilities" (under and as defined in the Group Intercreditor Agreement), as applicable

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1 3 Notice of Designation of Secured Obligations

The Senior Secured Notes (being Financial Indebtedness, as defined in the New SFA), were hereby designated, as of 15 April 2010, as Designated Secured Obligations

2 ACKNOWLEDGEMENT

The Chargor acknowledges and agrees that
(a) the New SFA is a "Designated Refinancing Facilities Agreement" and a "Senior Finance Document" (under and as defined in the Group Intercreditor Agreement),
(b) the lenders and agents from time to time under the New SFA are
(i) "Senior Finance Parties" (under and as defined in the Group Intercreditor Agreement), and
(ii) "Beneficiaries" (under and as defined in the Group Intercreditor Agreement and each Security Document),
(c) all obligations of the Chargor in respect of the New SFA are
(i) "Senior Liabilities" (under and as defined in the Group Intercreditor Agreement) and "Senior Liabilities" (under and as defined in the Security Trust Agreement), and
(ii) "Secured Obligations" (under and as defined in each Security Document) and "Secured Obligations" (under and as defined in the Security Trust Agreement), and
(d) the Security Trustee is and remains and shall hereafter be the "Security Trustee" (under and as defined in the Group Intercreditor Agreement) notwithstanding any repayment and/or termination of the Old SFA

3 SENIOR FINANCE DOCUMENT

The Confirmation Deed is a
(a) "Senior Finance Document" (under and as defined in the Group Intercreditor Agreement), and
(b) "Relevant Finance Document" (under and as defined in the New SFA)

4 RATIFICATION

The Chargor, as party to a Security Document, has hereby ratified and confirmed such Security Document on the terms of the Confirmation Deed

In accordance with Section 860 of the Companies Act 2006

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Particulars of a mortgage or charge

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SCHEDULE OF DEFINED TERMS

Definitions

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

"2014 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,

"2016 High Yield Notes" means the 9 125% sterling denominated senior notes due 2016, the 9 50% dollar denominated senior notes due 2016 and the 9 50% euro denominated senior notes due 2016, in each case, issued by the Parent,

"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

"Additional Senior Secured Notes" means any notes where the incurrence of any Financial Indebtedness under such notes would not result in (i) the pro forma Leverage Ratio (giving effect to such incurrence and the use of proceeds thereof) on the Quarter Date prior to such incurrence (giving pro forma effect to any movement of cash out of the Bank Group since such date pursuant to Clause 25 5 (Dividends, Distributions and Share Capital) of the New SFA and any Permitted Payments (as defined in the New SFA)) exceeding the ratio set out in Clause 25 4(p) (Financial Indebtedness) of the New SFA for the Quarter Date following such incurrence and (ii) the pro forma ratio of Consolidated Senior Net Debt (giving effect to such incurrence and the use of proceeds thereof and giving pro forma effect to any movement of cash out of the Bank Group since such date pursuant to Clause 25 5 (Dividends, Distributions and Share Capital) and any Permitted Payments) to Consolidated Operating Cashflow for the Quarter Date prior to such incurrence exceeding the ratio set out in Clause 25 2(o) (Negative Pledge) for the Quarter Date following such incurrence and
(a) that are issued by the Parent, Virgin Media Investment Holdings Limited or any SSN Finance Subsidiary after the Original Execution Date,
(b) having a final maturity (with no sinking fund payments) of no earlier than 31 December 2015,

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(c) in respect of which the "cross-default" event of default with respect to a default under other indebtedness shall be limited to cross-default to any payment default or cross-acceleration,
(d) in respect of which some or all of the Obligors have granted security and guarantees on the terms specified in the Group Intercreditor Agreement and substantially the same as to the Existing Senior Secured Notes,
(e) the proceeds of any such notes issuance shall not be used (A) in payment of any dividends or distributions to the Ultimate Parent and (B), prior to 1 August 2011, in repayment or prepayment of any 2016 High Yield Notes, and
(f) that are designated as (i) "Senior Secured Notes" by written notice from Virgin Media Investment Holdings Limited to the Facility Agent, (ii) "New Senior Liabilities" under the Group Intercreditor Agreement by written notice from Virgin Media Investment Holdings Limited to the Facility Agent and the Security Trustee, and (iii) "Designated Senior Liabilities" under the HYD Intercreditor Agreement, in each case, within 15 days of the issuance of the relevant notes,

"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 given to it in the New SFA,

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

"Consolidated Operating Cashflow" has the meaning given to such term in Clause 23 1 (Financial Definitions) of the New SFA,

"Consolidated Senior Net Debt" means, at any time, the Consolidated Senior Debt at such time less cash, subject to a maximum aggregate cash deduction of £200 million (or its equivalent in other currencies),

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

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

"Encumbrance" means
(a) a mortgage, charge, pledge, lien, assignation in security, standard security, encumbrance or other security interest securing any obligation of any person,

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(b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect payment of sums owed or payable to any person, or
(c) any other type of agreement or preferential arrangement (including title transfer and retention arrangements) having a similar effect,

"Enforcement Control Event" means when (x) 60 consecutive business days have lapsed since both of the following have occurred at the same time (i) the aggregate outstanding principal amount and undrawn uncancelled commitments under the New SFA 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 New SFA 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,

"Existing High Yield Notes" means the 2014 High Yield Notes, the 2016 High Yield Notes, the 8 375% dollar denominated senior notes due 2019 and the 8 875% sterling denominated senior notes due 2019, in each case, issued by the Parent

"Existing Senior Secured Notes" means the 6 50% dollar denominated senior secured notes due 2018 and the 7 00% sterling denominated senior secured notes due 2018, in each case, issued by Virgin Media Secured Finance PLC,

"Exposure" means, in respect of any Hedge Counterparty, an amount equal to the aggregate of
(a) in respect of any hedging transaction of that Hedge Counterparty under any Hedging Agreement that has, as of the date the calculation is made, been terminated or closed out in accordance with the terms of the Group Intercreditor Deed, the amount, if any, payable to it under any Hedging Agreement in respect of that termination or close out as of the date of termination or close out (and taking into account any interest accrued on that amount since the date of termination or close out) to the extent that amount is unpaid (that amount to be certified by the relevant Hedge Counterparty and as calculated in accordance with the relevant Hedging Agreement), and
(b) in respect of any hedging transaction of that Hedge Counterparty under any Hedging Agreement that has, as of the date the calculation is made, not been terminated or closed out, the amount, if any, which would be payable to it under that Hedging Agreement in respect of that hedging transaction, if the date on which the calculation is made was deemed to be an Early Termination Date (as defined in the relevant Hedging Agreement) for which the relevant Hedging Obligor is the Defaulting Party (as defined in the relevant Hedging Agreement), that amount to be certified by the relevant Hedge Counterparty and as calculated in accordance with the relevant Hedging Agreement,

"Financial Indebtedness" means, without double counting, any Indebtedness for or in respect of
(a) moneys borrowed,
(b) any amount raised by acceptance under any acceptance credit facility,
(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument (but not, in any case, trade instruments) (for

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the avoidance of doubt excluding any loan notes or similar instruments issued solely by way of consideration for the acquisition of assets in order to defer capital gains or equivalent taxes where such loan notes or similar instruments are not issued for the purpose of raising finance),
(d) the principal portion of any liability in respect of any finance lease,
(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis),
(f) the amount of any liability in respect of any purchase price for assets or services the payment of which is deferred for a period in excess of 150 days in order to raise finance or to finance the acquisition of those assets or services,
(g) any amount raised under any other transaction (including any forward sale or purchase agreement) required to be accounted for as indebtedness in accordance with GAAP,
(h) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account, provided that for the purposes of Clause 27 5 (Cross Default) of the new SFA, only the net amount not paid or which is payable by the relevant member of the Group shall be included),
(i) any amount raised pursuant to any issue of shares which are expressed to be redeemable (other than at the option of the issuer) in cash (other than redeemable shares in respect of which the redemption is prohibited until after repayment in full of all outstandings under the facilities),
(j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument (but not, in any case, trade instruments) issued by a bank or financial or other institution, or
(k) the amount of any liability in respect of any guarantee or indemnity for the Financial Indebtedness of another person referred to in paragraphs (a) to (j) above

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

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

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

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

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

"Hedging 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

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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 New SFA 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,

"Hedging Discharge Date" means the date on which each Hedge Counterparty has notified the Security Trustee that it is satisfied that its Hedging Liabilities have been fully and finally satisfied and no further Hedging Liabilities can arise under or in respect of any Hedging Agreement entered into by such Hedge Counterparty,

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

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

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

"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),

"Instructing Party" means
(a) prior to the Senior Discharge Date
(i) prior to an Enforcement Control Event, the Instructing Group (as defined in the New SFA or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement), or
(ii) upon an Enforcement Control Event, the Senior Finance Parties representing a majority of the aggregate outstanding principal amount and undrawn uncancelled commitments under the Senior Finance Documents at the relevant date of determination, and
(b) at any time from (and including) the Senior Discharge Date but prior to the Hedging Discharge Date, such Hedge Counterparties whose aggregate Exposure represents not less than 662/3% (sixty-six and two-thirds percent) of the aggregate Exposure of all Hedge Counterparties at the relevant date of determination,

"Leverage Ratio" has the meaning given to such term in paragraph (a) of Clause 23 2 (Ratios) of the New SFA,

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

In accordance with Section 860 of the Companies Act 2006

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"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) of the Group Intercreditor Deed 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)

"New SFA" means a new New SFA dated 16 March 2010 between the Ultimate Parent, certain subsidiaries of the Ultimate Parent, the lenders and agents as defined therein and the Security Trustee,

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

"Old SFA" means the New SFA, dated 3 March 2006, as amended and restated on 22 May 2006, 10 July 2006, 10 August 2006, 4 April 2007, 15 May 2008, 10 November 2008, 30 October 2009 and 8 January 2010 between the Ultimate Parent, Virgin Media Finance PLC, Virgin Media Investment Holdings Limited, Telewest Communications Networks Limited and VMIH Sub Limited, as UK Borrowers, Virgin Media Dover LLC, as US Borrower, Deutsche Bank AG, London Branch, as Facility Agent, Original L/C Agent and Security Trustee, GE Corporate Banking Europe SAS, as Administrative Agent, and the banks, other lending institutions and agents party thereto from time to time,

"Original Execution Date" means 16 March 2010,

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

"Quarter Date" has the meaning given to such term in Clause 23 1 (Financial Definitions) of the New SFA,

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

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

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

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

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

"Security Documents" means the documents listed in Schedule A of the Confirmation Deed,

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

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

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

"Senior Discharge Date" means the first date on which
(a) none of the Senior Finance Parties (including any senior finance parties under any Refinancing Facilities Agreement or other Senior Finance Documents) is under any commitment, obligation or liability (whether actual or contingent) to make advances or provide other financial accommodation to any Obligor under any of the Senior Finance Documents, and
(b) all Senior Liabilities (including any Senior Liabilities under any Refinancing Facilities Agreement or other Senior Finance Document) have been unconditionally and irrevocably paid and discharged in full, provided that for these purposes, regard shall not be had to any unclaimed indemnities, tax gross ups or other similar amounts,

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

"Senior 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 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,

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and provided that for the purposes of the interpretation of the definition of "Senior Liabilities" in (a) 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 New SFA 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 Virgin Media Investment Holdings Limited (the "C Facility Security Documents")) only, Senior Liabilities shall not include any C Facility Liabilities (as defined in the New SFA), and
(b) 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 New SFA

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

"Senior Secured Notes" means the Existing Senior Secured Notes, any Additional Senior Secured Notes and any Senior Secured Notes Refinancing,

"Senior Secured Notes Refinancing" means any notes issued by the Parent, Virgin Media Investment Holdings Limited or any SSN Finance Subsidiary for the purposes of refinancing all or a portion of (i) the Senior Secured Notes or (ii) the Facilities (as defined in the New SFA or (iii) any other Financial Indebtedness of the Bank Group which is secured and ranks pari passu as to right of payment with the Facilities pursuant to and in compliance with the terms of the Group Intercreditor Agreement (provided, in each case of (i) to (iii) above that such Financial Indebtedness being refinanced would have been permitted to be incurred at the time of issuance of any such notes), in each case, outstanding from time to time (including all fees, expenses, commissions, make-whole and any other contractual premium payable under such Financial Indebtedness being refinanced and any reasonable fees, costs and expenses incurred in connection with such refinancing) and designated as "Senior Secured Notes Refinancing" by written notice from the Virgin Media Investment Holdings Limited to the Facility Agent and the Security Trustee within 15 days of the issuance of the relevant notes, in respect of which the following terms apply
(a) the principal amount of any such notes shall not exceed the principal amount of, and any outstanding interest on, the Financial Indebtedness being refinanced (plus all fees, expenses, commissions, make-whole or other contractual premium payable in connection with such refinancing), and
(b) such notes satisfy the requirements of paragraphs (a), (b), (c), (d) and (f) of the definition of Additional Senior Secured Notes,

"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,

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"SSN Finance Subsidiary" means (i) Virgin Media Secured Finance PLC and (ii) any other Subsidiary directly and wholly-owned by either
(a) Virgin Media Investment Holdings Limited engaged in the business of effecting or facilitating the issuance of Senior Secured Notes and on-lending the proceeds to Virgin Media Investment Holdings Limited, or
(b) the Parent engaged in the business of effecting or facilitating the issuance of Senior Secured Notes and on-lending the proceeds to the Parent and/or Virgin Media Investment Holdings Limited, and in either case having no subsidiaries,

"Ultimate Parent" means Virgin Media Inc

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

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

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

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

Commission allowance or discount

Nil

8 Delivery of instrument

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

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

9 Signature

Please sign the form here

Signature

Signature

X Lotham & Watkins 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 Richard Kitchen/Daniel Barnett

Company name Latham & Watkins

Address 99 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 3 X F

Country UK

DX C/M 047961-0002

Telephone 020 7710 1000

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. 9

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CONFIRMATION DEED DATED 15 APRIL 2010 AND CREATED BY METRO SOUTH WALES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS (OR ANY ONE OR MORE OF THEM) TO THE SENIOR FINANCE PARTIES (OR ANY ONE OR MORE OF THEM) 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 29 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 MAY 2010

Companies House
— for the record —

PRO

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES