In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01
Particulars of a charge

Companies House

:100849.4

Go online to file this information
www.gov.uk/companieshouse

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

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

X **What this form is NOT for**
You may not use this form to register a charge [illegible] instrument. Use f[illegible]

For further information, please refer to our guidance at:
[illegible]use

This form **must be delivered to the Registrar for regist[illegible] 21 days** beginning with the day after the date of creation [illegible] delivered outside of the 21 days it will be rejected unless it [illegible] court order extending the time for delivery.

THURSDAY

L62T380A
LD5 23/03/2017 #10
COMPANIES HOUSE

You must enclose a certified copy of the instrument with t[illegible] scanned and placed on the public record. **Do not send the original.**

For official use 31

1 Company details

Company number	0 3 1 7 3 5 5 2
Company name in full	VIRGIN MEDIA INVESTMENT HOLDINGS LIMITED

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

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date	d2 d1 m0 m3 y2 y0 y1 y7

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

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

Name	DEUTSCHE BANK AG, LONDON BRANCH
	AS SECURITY TRUSTEE
Name	
Name	
Name	

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

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

MR01
Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

N/A

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☑ **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☑ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☑ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box.

☐ **Yes**

☑ **No**

8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

❶ This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature

X Latham & Watkins X

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

MR01
Particulars of a charge

Presenter information

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

Contact name: GEORGE NASSIF
Company name: LATHAM & WATKINS
Address: 99 BISHOPSGATE
Post town: LONDON
County/Region:
Postcode: E C 2 M 3 X F
Country: UNITED KINGDOM
DX:
Telephone: 020 7710 1157

Certificate

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

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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

Important information

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

How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

Where to send

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

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

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

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Further information

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

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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3173552

Charge code: 0317 3552 0031

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st March 2017 and created by VIRGIN MEDIA INVESTMENT HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd March 2017.

Given at Companies House, Cardiff on 29th March 2017

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration under section 859A of the Companies Act 2006 is a correct copy of the original security instrument.
Signature:
Date: 22/3/17

EXECUTION VERSION

CONFIRMATION DEED

THIS CONFIRMATION DEED (this "**Deed**") is made on 21 March 2017

BETWEEN:

(1) Each entity listed in Schedule A (*Confirming Parties*) (together the "**Confirming Parties**"); and

(2) **DEUTSCHE BANK AG, LONDON BRANCH**, in its capacity as security trustee and agent for and on behalf of the Beneficiaries under the Security Documents (the "**Security Trustee**").

WHEREAS:

(A) Reference is made to:

(a) the $500,000,000 5¼% senior secured notes due 2021, the £650,000,000 5½% senior secured notes due 2021, the $1,000,000,000 5⅜% senior secured notes due 2021, the £1,100,000,000 6% senior secured notes due 2021, the $425,000,000 5½% senior secured notes due 2025, the £430,000,000 5½ senior secured notes due 2025, the £400,000,000 6¼% senior secured notes due 2029, the £300,000,000 5⅛% senior secured notes due 2025, the £525,000,000 $4^{7}/_{8}$% senior secured notes due 2027, the $1,000,000,000 $5^{1}/_{4}$% senior secured notes due 2026, the $750,000,000 5½% senior secured notes due 2026 and the £675,000,000 5% senior secured notes due 2027 (together, the "**Existing Notes**") in each case, of Virgin Media Secured Finance PLC (the "**Issuer**"), and the related Indentures dated as of March 3, 2011, February 22, 2013, March 28, 2014, January 28, 2015, March 30, 2015, April 26, 2016 and February 1, 2017 respectively (the "**Existing Indentures**") between the Issuer, Virgin Media Finance PLC, Virgin Media Inc., Virgin Media Investment Holdings Limited, the subsidiary guarantors named therein, The Bank of New York Mellon as Trustee and Paying Agent and The Bank of New York Mellon (Luxembourg) S.A. as Luxembourg Paying Agent;

(b) the group intercreditor deed, dated 3 March 2006, as from time to time amended, varied, novated or supplemented (the "**Group Intercreditor Deed**") between the Security Trustee and the borrowers, guarantors, lenders, financial institutions, intergroup debtors and intergroup creditors party thereto;

(c) a senior facilities agreement between Virgin Media Finance PLC as Parent, Virgin Media Investment Holdings Limited, Virgin Media Limited, Virgin Media Wholesale Limited, VMIH Sub Limited, Virgin Media SFA Finance Limited, Virgin Media Bristol LLC as Original Borrowers and Original Guarantors, Credit Suisse AG, London Branch as Global Coordinator, Credit Suisse AG, London Branch, Banc of America Securities Limited, Barclays Bank PLC, BNP Paribas Fortis SA/NV and Deutsche Bank AG, London Branch as Bookrunners and Mandated Lead Arrangers, The Bank of Nova Scotia (as successor to Credit Suisse AG, London Branch and Credit Suisse AG, Cayman Islands Branch) as Facility Agent, Deutsche Bank AG, London Branch as Security Trustee and the financial institutions listed therein as the

Lenders, dated 7 June 2013 as amended by way of amendment letters dated 14 June 2013 and 17 July 2015 and amended and restated on 30 July 2015 and 16 December 2016 (the "**SFA**");

(d) the £521,278,000 6% senior secured notes due 2025, (the "**New Notes**"), of the Issuer issued to certain noteholders from time to time (the "**New Noteholders**") and the indenture dated 21 March 2017 (the "**2017 Indenture**") between, amongst others, the Issuer and The Bank of New York Mellon, London Branch (in such capacity the "**Trustee**"); and

(e) the security documents listed in Schedule B hereto (the "**Security Documents**").

(B) Each Confirming Party is a party to the Existing Indentures, the SFA, the 2017 Indenture, the Group Intercreditor Deed and/or one or more of the Security Documents, as applicable.

(C) Each Confirming Party has realised, and continues to realise, substantial direct and indirect benefits as a result of the SFA, the Existing Notes and the Existing Indentures continuing to be effective and the consummation of the transactions contemplated thereby.

(D) Each Confirming Party expects to realise substantial direct and indirect benefits as a result of the issuance of the New Notes.

IT IS AGREED as follows:

1. DEFINITIONS

1.1 Capitalised terms, unless otherwise specified herein, shall have the meanings ascribed to them in the Group Intercreditor Deed or the Composite Debenture, the Blocked Account Charge, the Charge over Shares or the Assignment of Loans (each as defined below), with all the necessary modifications as if they were set out in full in this Deed.

1.2 In this Deed:

"**Assignment of Loans**" means the assignment of loans dated 15 April 2010 granted by Virgin Media Finance LC in favour of Deutsche Bank AG, London Branch as Security Trustee;

"**Blocked Account Charge**" means the blocked account charge dated 9 February 2010 granted by Virgin Media Investment Holdings Limited as Chargor in favour of Deutsche Bank AG, London Branch as Security Trustee;

"**Charge over Shares**" means the charge over shares dated 15 April 2010 granted by Virgin Media Finance PLC as Chargor in favour of Deutsche Bank AG, London Branch as Security Trustee;

"**Composite Debenture**" means the composite debenture dated 29 June 2010 provided by each of the Obligors listed therein in favour of Deutsche Bank AG, London Branch as Security Trustee.

"**English Charged Land**" means, in respect of each Confirming Party, the English Real Property specified in Schedule C (*English Charged Land*) next to the name of such Confirming Party.

2. INTERPRETATION

2.1 Clause, schedule and paragraph headings are inserted for convenience only and shall not affect the interpretation of this Deed.

2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2.3 The schedules to this Deed form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the schedules.

2.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

2.5 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

2.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment shall apply for the purposes of this Deed to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.

2.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

2.8 A reference to "this Deed" or to any other agreement or document referred to in this Deed is a reference to this Deed or such other document or agreement as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

3. CONFIRMATION

3.1 Each Confirming Party hereby acknowledges and agrees to the issuance of the New Notes under the 2017 Indenture and the transactions contemplated thereby and hereby confirms that the issuance of the New Notes pursuant to the terms of the 2017 Indenture is permitted by and made in accordance with the terms of the Senior Finance Documents and confirms that all payment and performance obligations, contingent or otherwise, and undertakings arising under or in connection with its respective agreements, guarantees, pledges and grants of Liens (as defined in the 2017 Indenture), as applicable, under and subject to the terms of Liens, the Group Intercreditor Deed and each Security Document to which it is party, and agrees that, notwithstanding the issuance of the New Notes under the 2017 Indenture and the consummation of the transactions contemplated thereby, the pledges and grants of Liens 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 Deed), as applicable.

3.2 Each Confirming Party confirms that its guarantee under the Existing Indentures continues in full force and effect and on the terms of the Existing Indentures, in each case, subject to any limitations set out in the SFA or the Existing Indentures. Each Confirming Party further confirms that any Security created by it under the Security Documents extends to secure the liabilities under the New Notes, such liabilities having been designated New Senior Liabilities.

4. ACKNOWLEDGMENT

Each of the Confirming Parties acknowledges and agrees that:

(a) the Finance Parties (as defined in the SFA), the Trustee (and the other agents under the New Notes issued under the 2017 Indenture) and the New Noteholders under and in respect of the New Notes issued under the 2017 Indenture are:

(i) "Senior Finance Parties" (under and as defined in the Group Intercreditor Deed); and

(ii) "Beneficiaries" (under and as defined in the Group Intercreditor Deed and each Security Document);

(b) all obligations of the Confirming Parties in respect of the New Notes issued under the 2017 Indenture are:

(i) "New Senior Liabilities" and "Senior Liabilities" (under and as defined in the Group Intercreditor Deed);

(ii) "Senior Secured Notes" (under and as defined in the Group Intercreditor Deed and the SFA);

(iii) "Designated Senior Liabilities" (under and as defined in the HYD Intercreditor Agreement);

(iv) "Secured Obligations" (under and as defined in each Security Document and the Security Trust Agreement); and

(c) the Security Trustee is and remains and shall hereafter be the "Security Trustee" (under and as defined in the Group Intercreditor Deed),

and in each case, the designations in paragraphs (a), (b) and (c) above are permitted by and made in accordance with the terms of the Senior Finance Documents.

5. SECURITY

5.1 Creation of Security

The Parties consider that the Security created under the existing Security Documents secures payment of the Secured Obligations but create supplemental security under this Deed in case they do not.

5.2 **General**

(a) All the security created under this Deed:

(i) is created in favour of the Security Trustee;

(ii) is created over present and future assets of each Confirming Party;

(iii) is security for the payment and satisfaction of all the Secured Obligations; and

(iv) save for Encumbrances enduring under the existing Security Documents the existence of which Encumbrances is hereby acknowledged, is made with full title guarantee in accordance with the Law of Property (*Miscellaneous Provisions*) Act 1994 and, in the case of assets located in or governed by the laws of Scotland that are charged pursuant to Clause 5.9 (*Floating Charge*) of this Deed, with absolute warrandice.

(b) The Security Trustee holds the benefit of this Deed on trust for the Senior Finance Parties.

(c) All the security created under this Deed:

(i) is created in case the security created by the existing Security Documents does not secure all of the Secured Obligations; and

(ii) is created in addition to and does not affect the security created by the existing Security Documents.

(d) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the existing Security Document and the same asset or right is expressed to be assigned again under this Deed, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant security interest created by the existing Security Document ceases to have effect at a time when the assignment under Clause 5.5 (*Assignment*) of this Deed still has effect.

5.3 **Fixed Charge**

Each Confirming Party, as continuing security for the payment, discharge and performance of the Secured Obligations, hereby charges in favour of the Security Trustee to hold the same on trust for the Beneficiaries on the terms set out in the Group Intercreditor Deed and the Security Trust Agreement:

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

(b) by way of tenth fixed charge (but in the case of paragraphs (iii) and (iv) only if and to the extent the rights in question have not been effectively assigned pursuant to Clause 5.5 (*Assignments*) or such rights have been effectively

assigned but such assignment has not been perfected by the service of the appropriate Notice of Assignment):

(i) 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;

(ii) to the extent not effectively charged pursuant to Clause 5.3(a) (*Fixed Charge*) or 5.3(b)(i) (*Fixed Charge*), all plant and machinery, equipment, computers, vehicles and other chattels (excluding any for the time being forming part of such Confirming Party's stock-in-trade or work in progress) now or in the future owned by such Confirming Party or (to the extent of such interest) in which the relevant Confirming Party has an interest and the benefit of all contracts and warranties relating to the same;

(iii) all Investments and all Related Rights now or in the future beneficially and/or legally owned by such Confirming Party;

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

(v) any interest, claim or entitlement of such Confirming Party in, to or in respect of any pension fund;

(vi) all the present and future goodwill of such Confirming Party (including all brand names not otherwise subject to a fixed charge or assignment under this Deed);

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

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

(ix) all its present and future patents, registered trade marks and registered designs (if any) including applications for any of the same in any part of the world and including, without limitation, the patents, registered designs and trade marks specified in each existing Security Document); and

(c) by way of tenth fixed charge, all of the English Charged Land.

5.4 **Charge over Shares**

Virgin Media Finance PLC, as continuing security for the payment, discharge and performance of the Secured Obligations, hereby charges in favour of the Security Trustee to hold the same on trust for the Beneficiaries on the terms set out in the Group Intercreditor Deed and the Security Trust Agreement:

(a) by way of tenth legal mortgage, all its rights, title and interest in and to the Shares (as defined in the Charge over Shares) following a transfer to the Security Trustee or its nominee or agent pursuant to Clause 7.2 (*Transfer of Secured Property*) under the Charge over Shares; and

(b) by way of tenth equitable charge, all its rights, title and interest in and to the Shares (as defined in the Charge over Shares) (until the Shares are transferred to the Security Trustee or its nominee or agent pursuant to Clause 7.2 (*Transfer of Secured Property*)).

5.5 **Assignments**

Subject to Clause 5.8 (*Non-Assignable Rights*), each relevant Confirming Party hereby assigns absolutely by way of continuing security for the payment and discharge of the Secured Obligations to the Security Trustee:

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

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

(c) to the extent not charged under the provisions of Clause 5.3(b) (*Fixed Charge*) all of its present and future Intellectual Property Rights.

5.6 **Blocked Account Charge**

Subject to Clause 5.8 (*Non-Assignable Rights*), Virgin Media Investment Holdings Limited hereby assigns absolutely by way of continuing security for the payment and discharge of the Secured Obligations to the Security Trustee all its rights, title and interest in the Deposit (as defined in the Blocked Account Charge).

5.7 **Assignment of Loans**

Subject to Clause 5.8 (*Non-Assignable Rights*), Virgin Media Finance PLC hereby assigns absolutely by way of continuing security for the payment and discharge of the Secured Obligations to the Security Trustee the Assigned Rights (as defined in the Assignment of Loans).

5.8 **Non-Assignable Rights**

Each Confirming Party declares that to the extent that any right, title, interest or benefit described in Clause 5.5 (*Assignments*), 5.6 (*Blocked Account Charge*) and 5.7 (*Assignment of Loans*) is for any reason not effectively assigned pursuant to such provision for whatever reason, the relevant Confirming Party shall hold the benefit of the same on trust for the Security Trustee as security for the payment and discharge of the Secured Obligations.

5.9 **Floating Charge**

Each Confirming Party hereby charges to the Security Trustee by way of tenth 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 5.3 (*Fixed Charge*) and 5.5 (*Assignments*) and including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland (together, the "**Floating Charge Assets**"), 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 Confirming Party. The parties to this Deed agree that the floating charge created by this Clause 5.9 (*Floating Charge*) is a qualifying floating charge for the purposes of paragraph 14 of schedule B1 to the Insolvency Act 1986.

5.10 **Automatic Conversion of Floating Charge**

Notwithstanding anything expressed or implied in this Deed, if:

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

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

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

the floating charge created by Clause 5.9 (*Floating Charge*) over the property or asset concerned shall thereupon automatically without notice be converted into a fixed charge. Nothing in this Clause 5.10 shall cause the floating charge created by Clause 5.9 (*Floating Charge*) to crystallise solely because a moratorium has been obtained by any person in relation to any Confirming Party or any person has taken any steps with a view to obtaining a moratorium in relation to any Confirming Party under Section 1A and Schedule A1 of the Insolvency Act 1986.

5.11 **Conversion of Floating Charge by Notice**

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

5.12 **No New Security Interest**

Notwithstanding anything to the contrary in this Deed, the security interests created by this Deed shall not extend to any asset (whether present or future) which is not the subject of a charge or an assignment (or purported to be so subject) by the relevant Confirming Party pursuant to an existing Security Document (excluding, for the avoidance of doubt, this Deed).

5.13 **PSC Register**

(a) As at the date of this Deed, each Confirming Party has not issued and does not intend to issue any warning notice or restrictions notice in respect of any shares which constitute Security under the Security Documents and this Deed.

(b) As at the date of this Deed, each Confirming Party has not received any warning notice or restrictions notice from any company incorporated in the United Kingdom in respect of any shares which constitute Security under the Security Documents and this Deed.

(c) Each Confirming Party shall promptly, following the issuance, or its receipt, of any warning notice or restrictions notice in respect of any shares which constitute Security under the Security Documents and this Deed:

(i) notify the Security Trustee of any such warning notice or restrictions notice; and

(ii) provide to the Security Trustee a copy of any such warning notice or restrictions notice.

(d) For the purposes of withdrawing any restrictions notice or for any application (or similar) to the court under Schedule 1B of the Companies Act 2006, each Confirming Party shall cooperate with the Security Trustee as it may reasonably request in respect of any shares which constitute Security under the Security Documents and this Deed and provide the Security Trustee with all information, documents and evidence that it may reasonably request in connection with the same.

For the purposes of this paragraph 5.13 (*PSC Register*), the terms "**warning notice**" and "**restrictions notice**" shall each take the meaning as given to them in Schedule 1B of the Companies Act 2006.

6. H.M. LAND REGISTRY

Each Confirming Party consents to a restriction in the following terms being entered into on the Register of Title relating to any assets charged under Clause 5.3(a) (*Fixed Charge*) registered at H.M. Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated M referred to in the charges register or their conveyancer. (Standard Form P)."

7. OTHER PROVISIONS

(a) (In respect of (i) the fixed charges and legal mortgages created under Clause 5.3 (*Fixed Charge*), (ii) the assignments pursuant to Clause 5.5 (*Assignments*) and (iii) the floating charges created by Clause 5.9 (*Floating Charge*)), Clause 2 (*Secured Obligations*), Clause 3.7 (*Scotland*) to Clause 3.14 (*Rule 3-16 Limitation*), Clause 4 (*Set-off*) to Clause 17.2 (*Remedies Cumulative*) and Clause 17.4 to Clause 18 (*Notices*) of the Composite Debenture;

(b) (in respect of the assignment created pursuant to Clause 5.6 (*Blocked Account Charge*)), Clauses 4 (*Notices and Acknowledgements of Charge*), 6 (*Deposits*) to 17 (*Notices*) (inclusive) of the Blocked Account Charge;

(c) (in respect of the second legal mortgage created pursuant to Clause 5.4(a) (*Charge over Shares*) and the second equitable charge created pursuant to Clause 5.4(b) (*Charge over Shares*)), Clauses 3.2 (*Dividends and Voting Rights*) to 16 (*Notices*) (inclusive) of the Charge over Shares; and

(d) (in respect of the assignment created pursuant to Clause 5.7 (*Assignment of Loans*)), Clauses 3.2 (*Non-Assignable Rights*) to 16 (*Notices and other matters*) (inclusive) of the Assignment of Loans,

are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed provided that to the extent a Confirming Party is required to perform an obligation as a result of this Clause 7 and the equivalent obligation under the Composite Debenture, the Blocked Account Charge, the Charge over Shares or the Assignment of Loans (as appropriate) with respect to the Security created thereunder has been performed, discharged or waived, the relevant obligation under this Deed shall be deemed to have been performed, discharged or waived (as the case may be) to the same extent.

8. SECURITY TRUSTEE

The Security Trustee hereby agrees to act as security trustee for the New Notes and the New Senior Liabilities under the 2017 Indenture subject to, and on the terms of, the Group Intercreditor Deed, the HYD Intercreditor Agreement and the Security Trust Agreement.

9. SENIOR FINANCE DOCUMENT

Each of this Deed and the 2017 Indenture is a "Senior Finance Document" (under and as defined in the Group Intercreditor Deed) and this Deed shall be a "Security Document" for the purposes of the SFA and the Group Intercreditor Deed.

10. RATIFICATION OF SECURITY DOCUMENTS

Each Confirming Party hereby ratifies and confirms the security created under each of the existing Security Documents to which it is a party on the terms of this Deed.

11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

Each of the Senior Finance Parties may rely on the terms of this Deed. Save as expressly provided otherwise in the preceding sentence, a person who is not party to this Deed may not rely on it and the terms under the Contracts (Rights of Third Parties) Act 1999 are excluded. The parties to this Deed may amend this Deed in writing without the consent of any person that is not a party.

12. SEVERABILITY

If any one or more of the provisions of this Deed shall for any reason whatsoever be held invalid, then such provisions shall be deemed severable from the remaining provisions of this Deed and shall in no way affect the validity or enforceability of such other provisions.

13. EFFECT AS A DEED

This document is intended to take effect as a Deed notwithstanding the fact that the parties may have executed it under hand only.

14. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Deed, and all of those counterparts taken together will be deemed to constitute one and the same instrument.

15. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with this Deed are governed by and shall be construed in accordance with English law and the provisions of Clause 29 (*Jurisdiction*) of the Group Intercreditor Deed shall be deemed to be incorporated in this Deed in full, mutatis mutandis, save that references to "the Obligors, the Additional Senior Finance Parties and the Intergroup Creditors" (or any of them) shall be construed as references to the parties to this Deed.

16. FURTHER ASSURANCE

Each Confirming Party agrees that it shall promptly, upon the reasonable request of the Security Trustee, execute and deliver at its own expense any document and do any act or thing in order to confirm or establish the validity and enforceability of this Deed.

IN WITNESS WHEREOF this Deed has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE A

Confirming Parties

NTL BUSINESS LIMITED
NTL VICTORIA LIMITED
TELEWEST COMMUNICATIONS NETWORKS LIMITED
VIRGIN NET LIMITED
VIRGIN MEDIA FINANCE PLC
VIRGIN MEDIA INVESTMENTS LIMITED
VIRGIN MEDIA INVESTMENT HOLDINGS LIMITED
VIRGIN MEDIA LIMITED
VIRGIN MEDIA PAYMENTS LTD
VIRGIN MEDIA SFA FINANCE LIMITED
VIRGIN MEDIA SECURED FINANCE PLC
VIRGIN MEDIA SENIOR INVESTMENTS LIMITED
VMIH SUB LIMITED
VIRGIN MOBILE TELECOMS LIMITED
VIRGIN MEDIA WHOLESALE LIMITED
BIRMINGHAM CABLE LIMITED
BCMV LIMITED
VIRGIN MEDIA BUSINESS LIMITED
NTL CABLECOMMS BOLTON
NTL CABLECOMMS BROMLEY
NTL CABLECOMMS BURY AND ROCHDALE
NTL CABLECOMMS CHESHIRE
NTL CABLECOMMS GREATER MANCHESTER
NTL CABLECOMMS DERBY
NTL CABLECOMMS MACCLESFIELD
NTL CABLECOMMS OLDHAM AND TAMESIDE
NTL CABLECOMMS SOLENT
NTL CABLECOMMS STAFFORDSHIRE
NTL CABLECOMMS STOCKPORT
NTL CABLECOMMS SURREY
NTL CABLECOMMS SUSSEX
NTL CABLECOMMS WESSEX
NTL CABLECOMMS WIRRAL
NTL CAMBRIDGE LIMITED
NTL MIDLANDS LIMITED
NTL WIRRAL TELEPHONE AND CABLE TV COMPANY
TELEWEST COMMUNICATIONS (CUMBERNAULD) LIMITED
TELEWEST COMMUNICATIONS (MIDLANDS AND NORTH WEST) LIMITED
TELEWEST COMMUNICATIONS (MOTHERWELL) LIMITED
TELEWEST COMMUNICATIONS (FALKIRK) LIMITED
TELEWEST COMMUNICATIONS (GLENROTHES) LIMITED
TELEWEST COMMUNICATIONS (DUMBARTON) LIMITED
TELEWEST COMMUNICATIONS (DUNDEE & PERTH) LIMITED
VIRGIN MOBILE GROUP (UK) LIMITED
VIRGIN MOBILE HOLDINGS (UK) LIMITED
X-TANT LIMITED

GENERAL CABLE LIMITED
VMWH LIMITED
AVON CABLE JOINT VENTURE
TELEWEST COMMUNICATIONS (LONDON SOUTH) JOINT VENTURE
TELEWEST COMMUNICATIONS (NORTH EAST) PARTNERSHIP

SCHEDULE B

English Security Documents

1. Composite Debenture dated 19 January 2010 by each of the Obligors listed therein in favour of Deutsche Bank AG, London Branch as Security Trustee.

2. Blocked Account Charge dated 9 February 2010 granted by Virgin Media Investment Holdings Limited as Chargor in favour of Deutsche Bank AG, London Branch as Security Trustee.

3. Composite Debenture dated 15 April 2010 by Virgin Media SFA Finance Limited in favour of Deutsche Bank AG, London Branch as Security Trustee.

4. Charge over Shares dated 15 April 2010 granted by Virgin Media Finance PLC as Chargor in favour of Deutsche Bank AG, London Branch as Security Trustee.

5. Assignment of loans dated 15 April 2010 granted by Virgin Media Finance PLC in favour of Deutsche Bank AG, London Branch as Security Trustee.

6. Composite Debenture dated 10 June 2010 by each of the Obligors listed therein in favour of Deutsche Bank AG, London Branch as Security Trustee.

7. Composite Debenture dated 29 June 2010 by each of the Obligors listed therein in favour of Deutsche Bank AG, London Branch as Security Trustee.

8. Composite Debenture dated 18 February 2011 by VMWH Limited in favour of Deutsche Bank AG, London Branch as Security Trustee.

9. Composite Debenture dated 15 September 2016 between Virgin Media Senior Investments Limited and Deutsche Bank AG, London Branch as Security Trustee.

SCHEDULE C

English Charged Land

NAME OF CHARGOR	ADDRESS	FREEHOLD / LEASEHOLD	TITLE NUMBER	TERM (IF LEASEHOLD)	DATE OF LEASE (IF LEASEHOLD)
Virgin Media Limited	Belmont House 11-29 (odd) Belmont Hill London SE13 5AU	Freehold	279230		
Virgin Media Limited	Land at the back of 12 Lockmead Road, London	Freehold	SGL10137		
BCMV Limited	1 Middleton Grove Leeds LS11 5LP	Freehold	YWE43447		
BCMV Limited	Land and buildings on the north side of Westfield Road Peterborough Cambridgeshire PE3 9TJ	Freehold	CB184393		
Virgin Media Limited	Site BT77/2 Pennywell Industrial Estate Sunderland Tyne & Wear SR4 9EN	Freehold	TY318087		
Virgin Media Limited	Units B and C Chequers Business Park Chequers Lane Derby DE21 GAT	Freehold	DY257942		
NTL CableComms Oldham and Tameside	Unit 8 Westwood Business Centre Featherstall Road South Oldham Greater Manchester OL9 6HN	Leasehold	GM687716	25 years from 03/11/1994	23 February 1995
NTL CableComms Solent	Unit 6 and land between units 6 and 7 Acorn Business Centre Northarbour Road Cosham Portsmouth Hampshire P06 3TH	Leasehold	HP466046	999 years from 24/06/1989	15 June 1993 Supplemental lease dated 22 October 1993
NTL CableComms Solent	Unit 7 Acorn Business Centre Northarbour Road Corsham Portsmouth Hampshire P06 3TH	Leasehold	HP434616	25 years from 23/03/1991	3 October 1991
NTL CableComms Stockport	Unit I Milton Court Bredbury Industrial Part Horsfield Way Stockport Greater Manchester SK6	Leasehold	GM673079	25 years from 05/09/1994	5 September 1994

NAME OF CHARGOR	ADDRESS	FREEHOLD / LEASEHOLD	TITLE NUMBER	TERM (IF LEASEHOLD)	DATE OF LEASE (IF LEASEHOLD)
	2TD				
NTL CableComms Surrey	Land on the north eastern side of Kingston Road Ewell Epsom	Freehold	SY700327		
NTL CableComms Surrey	The Conder Building North Weylands Industrial Estate Molesey Road Hersham Surrey Walton on Thames KT12 3PL	Leasehold	SY634976	25 years from 01/11/1992	17 May 1993
NTL CableComms Sussex	Land on the south side of Basin Road South Portslade Hove	Leasehold	ESX186551	25 years from 29/09/1991	30 January 1992
NTL CableComms Wirral	Unit BT379/25 Croft Business Park Bromborough Wirral Merseyside CH62 3RB	Leasehold	MS362086	125 years from 01/12/1994	9 December 1994
NTL Wirral Telephone and Cable TV Company	Cable & Wireless Global, Blakewater Road, Blackburn BB1 5QH	Freehold	LA626118		
Virgin Media Limited	All that leasehold property known as Unit G Heathrow West Business Park Heron Drive Parlaunt Road Langley Slough Berkshire	Leasehold	BK395754	02/07/1998 to 24/12/2018	2 July 1998
Virgin Media Limited	Beeline House, 51-67 Farwig Lane, Bromley (BR1 3RE)	Leasehold	SGL718695	18/08/2010 To 17/08/2060	18 August 2010
Virgin Media Limited	Virgin, Dewsbury Road, Fenton Industrial Estate, Stoke-On- Trent (ST4 2TE)	Leasehold	SF566320	18/08/2010 To 17/08/2060	18 August 2010
Virgin Media Limited	Unit 1, Kingsfield Business Park, Gladstone Road, Northampton (NN5 7PP)	Leasehold	NN301339	18/08/2010 To 17/08/2060	18 August 2010

Executed as a deed by **NTL VICTORIA LIMITED** acting by

REDACTED

in the presence of:

REDACTED

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **VIRGIN MEDIA FINANCE PLC** acting by

REDACTED

in the presence of:

REDACTED

Name: Victoria Srivastava
Address: Paralegal
Occupation: Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **VIRGIN MEDIA INVESTMENT HOLDINGS LIMITED** acting by REDACTED

in the presence of:

REDACTED

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **VIRGIN MEDIA SFA FINANCE LIMITED** acting by

REDACTED

in the presence of:

_REDACTED_____

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **VIRGIN MEDIA SENIOR INVESTMENTS LIMITED**

acting by

_REDACTED__

in the presence of:

REDACTED_____

Name: Victoria Srivastava
Address: Paralegal
Occupation: Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **VIRGIN MEDIA LIMITED** acting by

REDACTED

in the presence of:

REDACTED

Name: Victoria Srivastava
Address: Paralegal
Occupation: Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **VIRGIN MEDIA WHOLESALE LIMITED** acting by

REDACTED

in the presence of:

REDACTED_____

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **VMIH SUB LIMITED** by Virgin Media Directors Limited

REDACTED

in the presence of:

REDACTED

Name: Victoria Srivastava
Address: Paralegal
Occupation: Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **VIRGIN MEDIA SECURED FINANCE PLC**
by Virgin Media Directors Limited
REDACTED

in the presence of:
REDACTED

Name: Victoria Srivastava
Address: Paralegal
Occupation: Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **NTL BUSINESS LIMITED** acting by

__ REDACTED __

in the presence of:

_REDACTED____

Name:
Address: Victoria Srivastava
Occupation: Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **TELEWEST COMMUNICATIONS NETWORKS LIMITED** acting by

REDACTED

in the presence of:

REDACTED

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **VIRGIN NET LIMITED** acting by

REDACTED

in the presence of:

REDACTED

Name: Victoria Srivastava
Address: Paralegal
Occupation: Ropes & Gray International LLF
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **VIRGIN MEDIA INVESTMENTS LIMITED** acting by

REDACTED

in the presence of:

REDACTED

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **VIRGIN MEDIA PAYMENTS LTD** acting by

_ REDACTED _

in the presence of:

REDACTED_____

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **VIRGIN MOBILE TELECOMS LIMITED** acting by

REDACTED

in the presence of:

REDACTED

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **BCMV LIMITED** acting by

REDACTED

in the presence of:

REDACTED

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **BIRMINGHAM CABLE LIMITED** acting by

_ REDACTED

in the presence of:

REDACTED _____

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **VIRGIN MEDIA BUSINESS LIMITED** acting by

_REDACTED___

in the presence of:

_REDACTED____

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by NTL CABLECOMMS BOLTON acting by

REDACTED

in the presence of:

REDACTED

Name: Victoria Srivastava
Address: Paralegal
Occupation: Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **NTL CABLECOMMS BROMLEY** acting by

REDACTED

in the presence of:

REDACTED

Name: Victoria Srivastava
Address: Paralegal
Occupation: Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **NTL CABLECOMMS BURY AND ROCHDALE** acting by

REDACTED

in the presence of:

REDACTED

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **NTL CABLECOMMS CHESHIRE** acting by

_ REDACTED _

in the presence of:

REDACTED_____

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **NTL CABLECOMMS DERBY** acting by

REDACTED

in the presence of:

REDACTED

Name:
Address: Victoria Srivastava
Occupation: Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **NTL CABLECOMMS GREATER MANCHESTER** acting by

REDACTED

in the presence of:

REDACTED

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **NTL CABLECOMMS MACCLESFIELD** acting by

_REDACTED

in the presence of:

_REDACTED

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **NTL CABLECOMMS OLDHAM AND TAMESIDE** acting by
REDACTED

in the presence of:
REDACTED

Name:
Address: Victoria Srivastava
Occupation: Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **NTL CABLECOMMS SOLENT** acting by

REDACTED

in the presence of:

REDACTED

Name: Victoria Srivastava
Address: Paralegal
Occupation: Ropes & Gray International LL
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **NTL CABLECOMMS STAFFORDSHIRE** acting by

REDACTED

in the presence of:

REDACTED

Name: Victoria Srivastava
Address: Paralegal
Occupation: Ropes & Gray International LL
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **NTL CABLECOMMS STOCKPORT** acting by

REDACTED

in the presence of:

REDACTED

Name: Victoria Srivastava
Address: Paralegal
Occupation: Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **NTL CABLECOMMS SURREY** acting by

REDACTED

in the presence of:

REDACTED

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **NTL CABLECOMMS SUSSEX** acting by

_ REDACTED ___

in the presence of:

_REDACTED_____

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **NTL CABLECOMMS WESSEX** acting by

REDACTED

in the presence of:

REDACTED

Name: Victoria Srivastava
Address: Paralegal
Occupation: Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **NTL CABLECOMMS WIRRAL** acting by

REDACTED

in the presence of:

REDACTED

Name: Victoria Srivastava
Address: Paralegal
Occupation: Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **NTL CAMBRIDGE LIMITED** acting by

_____

in the presence of:

_____

Name: Victoria Srivastava
Address: Paralegal
Occupation: Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **NTL MIDLANDS LIMITED** acting by

REDACTED

in the presence of:

REDACTED

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **NTL WIRRAL TELEPHONE AND CABLE TV COMPANY** acting by

REDACTED

in the presence of:

REDACTED

Name:
Address: Victoria Srivastava
Occupation: Paralegal
Ropes & Gray International LL
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by TELEWEST COMMUNICATIONS (CUMBERNAULD) LIMITED acting by

REDACTED

in the presence of:

REDACTED

Name: Victoria Srivastava
Address: Paralegal
Occupation: Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **TELEWEST COMMUNICATIONS (MIDLANDS AND NORTH WEST) LIMITED** acting by

REDACTED

in the presence of:

REDACTED

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **TELEWEST COMMUNICATIONS (MOTHERWELL) LIMITED** acting by

REDACTED

in the presence of:

REDACTED _____

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **TELEWEST COMMUNICATIONS (FALKIRK) LIMITED** acting by

REDACTED

in the presence of:

REDACTED

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLF
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **TELEWEST COMMUNICATIONS (GLENROTHES) LIMITED** acting by

REDACTED

in the presence of:

REDACTED

Name: Victoria Srivastava
Address: Paralegal
Occupation: Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **TELEWEST COMMUNICATIONS (DUMBARTON) LIMITED** acting by

REDACTED

in the presence of:

REDACTED

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by TELEWEST COMMUNICATIONS (DUNDEE & PERTH) LIMITED acting by

__REDACTED_

in the presence of:

REDACTED_____

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **VIRGIN MOBILE GROUP (UK) LIMITED** acting by

REDACTED

in the presence of:

REDACTED

Name: Victoria Srivastava
Address: Paralegal
Occupation: Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by VIRGIN MOBILE HOLDINGS (UK) LIMITED acting by

REDACTED

in the presence of:

REDACTED

Name: Victoria Srivastava
Address: Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom
Occupation:

Executed as a deed by **X-TANT LIMITED** acting by

_REDACTED__

in the presence of:

REDACTED _____

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **GENERAL CABLE LIMITED** acting by

REDACTED

in the presence of:

REDACTED_____

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **VMWH LIMITED** acting by

REDACTED

in the presence of:

REDACTED

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **AVON CABLE JOINT VENTURE** by its partners:

By: **Telewest Communications (South West) Limited** as partner:

___ REDACTED

in the presence of:

REDACTED_____

Name: Victoria Srivastava
Address: Paralegal
Occupation: Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

AVON CABLE Limited Partnership, as partner:

By: **Theseus No. 1 Limited**, general partner of Avon Cable Limited Partnership

___ REDACTED

in the presence of:

REDACTED_____

Name: Victoria Srivastava
Address: Paralegal
Occupation: Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

By: **Theseus No. 2 Limited**, general partner of Avon Cable Limited Partnership

___ REDACTED

in the presence of:

REDACTED

Name: Victoria Srivastava
Address: Paralegal
Occupation: Ropes & Gray International LI
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a deed by **TELEWEST COMMUNICATIONS (LONDON SOUTH) JOINT VENTURE**, by its partners:

Telewest Communications (London South) Limited as partner:

REDACTED

in the presence of:

REDACTED

Name: Victoria Srivastava
Address: Paralegal
Occupation: Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

London South Cable Partnership, as partner:

By: **Crystal Palace Radio Limited**, partner of London South Cable Partnership

REDACTED

in the presence of:

REDACTED

Name: Victoria Srivastava
Address: Paralegal
Occupation: Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

By: **United Cable (London South) Limited Partnership**, partner of London South Cable Partnership:

By: **Theseus No. 1 Limited**, general partner of United Cable (London South) Limited Partnership

__REDACTED_

in the presence of:

REDACTED_____

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

By: **Theseus No. 2 Limited**, general partner of United Cable (London South) Limited Partnership

__REDACTED_

in the presence of:

REDACTED_____

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a Deed by **TELEWEST COMMUNICATIONS (NORTH EAST) PARTNERSHIP**, by its partners:

Telewest Communications (North East) Limited as partner:

__REDACTED__

in the presence of:

REDACTED _____

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Telewest Communications (Tyneside) Limited as partner:

REDACTED _

in the presence of:

REDACTED_____

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Tyneside Cable Limited Partnership, as partner:

By: **Theseus No. 1 Limited**, general partner of Tyneside Cable Limited Partnership

REDACTED

in the presence of:

REDACTED

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

By: **Theseus No. 2 Limited**, general partner of Tyneside Cable Limited Partnership

REDACTED

in the presence of:

REDACTED

Name:
Address:
Occupation:

Victoria Srivastava
Paralegal
Ropes & Gray International LLP
60 Ludgate Hill
London EC4M 7AW
United Kingdom

Executed as a Deed by

DEUTSCHE BANK AG, LONDON BRANCH (as Security Trustee)

By: REDACTED

Name: Vikki Adams

Title: REDACTED Vice President

REDACTED

By: _____

Name:

Title: Paul Gaines
Assistant Vice President