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\* insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

		7
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03707664

# 395

213588 / 13

Name of company

Virgin Mobile Telecoms Limited a company incorporated and existing under the laws of England and Wales (the "Chargor")

Date of creation of the charge

18 September 2006

Description of the instrument (if any) creating or evidencing the charge (note 2)

A composite debenture (the "Debenture") dated 18 September 2006 entered into between, amongst others, the Chargor and Deutsche Bank AG, London Branch, as security trustee, (the "Security Trustee").

Amount secured by the mortgage or charge

The Security Trustee Liabilities, the Senior Liabilities and the Hedging Liabilities (together, the "Secured Obligations").

(In this Form 395, unless otherwise defined, the terms used have the meaning given thereto in Schedule 2)

Names and addresses of the mortgagees or persons entitled to the charge

Deutsche Bank AG, London Branch (as security trustee for the Beneficiaries), Winchester House, 1 Great Winchester Street, London

Postcode EC2N 1DB

Presentor's name address and  
reference (if any):

White & Case  
5 Old Broad Street  
London EC2N 1DW

Our ref: SK - 4410650-0205

Time critical reference

For official Use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please see Schedule 1.

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legibly, preferably  
in black type, or  
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lettering

Particulars as to commission allowance or discount (note 3)

N/A

A fee is payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See note 5)

Signed

*White & Case*

Date 3 October 2006

On behalf of chargee

*Deutsche Bank AG, London Branch*

NOTES

† delete as  
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry mortgage for or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

## SCHEDULE 1

Short particulars of all the property mortgaged or charged (continued)

### 1. Fixed Charges

1. Pursuant to clause 3.1 of the Debenture, the Chargor with full title guarantee and as continuing security for the payment, discharge and performance of the Secured Obligations, has charged in favour of the Security Trustee to hold the same on trust for the Beneficiaries on the terms set out in the Group Intercreditor Deed and the Security Trust Agreement:

- (a) by way of first legal mortgage, all of the Charged Land and all other Real Property now vested in the Chargor and the proceeds of sale of all or any part thereof;
- (b) by way of first fixed charge (but in the case of paragraphs (iii) and (iv) below only if and to the extent the rights in question have not been effectively assigned pursuant to clause 2 (Assignments) below or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate Notice of Assignment):
  - (i) to the extent not effectively charged pursuant to paragraph (a) above, all estates or interests in any Real Property (whether such interests are freehold, leasehold or licenses) vested in, or acquired by, it now or after the date of the Debenture and the proceeds of sale of all or any part thereof;
  - (ii) to the extent not effectively charged pursuant to paragraphs (a) and (b)(i) above, all plant and machinery, equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock-in-trade or work in progress) now or in the future owned by the Chargor or (to the extent of such interest) in which the Chargor has an interest and the benefit of all contracts and warranties relating to the same;
  - (iii) all Investments and all Related Rights now or in the future beneficially and/or legally owned by the Chargor;
  - (iv) all of its rights, title, interests and benefits in, to or in respect of the Insurances and all claims (and proceeds) and returns of premiums to which the Chargor is now or may at any future time become entitled;
  - (v) any interest, claim or entitlement of the Chargor in, to or in respect of any pension fund;
  - (vi) *all the present and future goodwill of the Chargor (including all brand names not otherwise subject to a fixed charge or assignment under the Debenture);*
  - (viii) all of its rights, title, interests and benefits in, to or in respect of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the business of the Chargor or the use of any asset of the Chargor and the right to recover and receive all compensation which may at any time become payable to it in respect of any such licence;
  - (ix) all its present and future uncalled capital; and
  - (x) all its present and future patents, registered trade marks and registered designs (if any) including applications for any of the same in any part of the world and including, without limitation, the patents, registered designs and trade marks specified in schedule 5 to the Debenture; and

### 2. Assignments

2. Pursuant to clause 3.2 of the Debenture and subject to clause 3.3 of the Debenture, the Chargor with full title guarantee has assigned absolutely by way of continuing security for the payment and discharge of the Secured Obligations to the Security Trustee:

- (a) all its present and future rights, title, benefit and interests under and in respect of the Intercompany Indebtedness and any other amounts payable in respect thereof, including under any other loan agreements from time to time entered into by the Chargor;
- (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 Chargor is now or may at any future time become

Continuation page 1

entitled; and

- (c) to the extent not charged under the provisions of clause 1(b) (Fixed Charges) above all of its present and future Intellectual Property Rights.

### **3. Floating Charge**

Pursuant to clause 3.4 of the Debenture, the Chargor with full title guarantee (or, in relation to rights or assets situated in or governed by the law of Scotland, with absolute warrandice) has charged to the Security Trustee by way of first floating charge and as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of fixed charge or assigned pursuant to clauses 1 (Fixed Charges) and 2 (Assignments) above and including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland, provided that, for the avoidance of doubt, the floating charge shall not attach to any plant or machinery, or any interest therein, which is the subject of a lease where the title thereto vests in the relevant lessor and not the Chargor. The parties to the Debenture agreed that the floating charge created by this clause 3 (Floating Charge) is a qualifying floating charge for the purposes of paragraph 14 of schedule B1 to the Insolvency Act 1986.

### **4. Further Assurance**

Pursuant to clause 7.1 of the Debenture, the Chargor shall at any time if and when required by the Security Trustee execute such further Encumbrances and assurances in favour of the Security Trustee and/or the Beneficiaries and do all such acts and things as the Security Trustee shall from time to time reasonably require over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the security intended to be created by the Debenture over the Charged Assets or any part thereof or, on or after the Enforcement Date, to facilitate the realisation of the same.

### **5. Negative Pledge**

There is a negative pledge applicable to the Chargor contained in the Senior Facilities Agreement.

## Schedule 2

### Definitions

**"A Facility"** means the term loan facility granted to the Borrowers pursuant to clause 2.2(a) of the Senior Facilities Agreement.

**"A1 Facility"** means the term loan facility granted to Baseball Cash Bidco pursuant to clause 2.1(b) of the Senior Facilities Agreement.

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

**"Additional Liability"** means in relation to a Liability, any liability which arises or is incurred as a result of or in connection with:

- (a) any deferral, extension, novation or refinancing of such Liability;
- (b) any claim for damages, restitution or otherwise made in connection with such Liability;
- (c) any claim against an Obligor resulting from a recovery by such Obligor or any other person of a payment or discharge in respect of such Liability on the grounds of preference or otherwise; or
- (d) any amount (such as post insolvency interest) which would be included in any of the foregoing but for any discharge, non provability, unenforceability or non allowability of the same in any insolvency or other proceedings.

**"Agent"** and **"Agents"** as such terms are defined in the Senior Facilities Agreement.

**"B1 Facility"** means the term loan facility granted pursuant to clause 2.1(c) of the Senior Facilities Agreement to Baseball Cash Bidco and/or pursuant to the provisions of clause 2.2 of the Senior Facilities Agreement, the US Borrower.

**"Baseball Cash Bidco"** means NTL Investment Holdings Limited, a company incorporated in England & Wales with registered number 3173552 and having its registered office at NTL House, Bartley Wood Business Park, Hook, Hampshire RG27 9UP.

**"Beneficiaries"** means the First Beneficiary and the Second Beneficiaries.

**"Borrowers"** means the UK Borrowers, the US Borrower and any Acceding Borrower.

**"Commitment"** means:

- (a) when designated "A Facility" in relation to a Lender at any time, and save as otherwise provided in the Senior Facilities Agreement, the amount set opposite its name in the relevant column of part 1 of schedule 1 of the Senior Facilities Agreement;
- (b) when designated "A1 Facility" in relation to a Lender at any time, and save as otherwise provided in the Senior Facilities Agreement, the amount set opposite its name in the relevant column of part 1 of schedule 1 to the Senior Facilities Agreement or as specified in the Transfer Deed pursuant to which such Lender becomes a party to the Senior Facilities Agreement;
- (c) when designated "B1 Facility" in relation to a Lender at any time, and save as otherwise provided in the Senior Facilities Agreement, the amount set opposite its name in the relevant column of part 1 of schedule 1 to the Senior Facilities Agreement or as specified in the Transfer Deed pursuant to which such Lender becomes a party to the Senior Facilities Agreement; and
- (d) when designated "Revolving Facility" in relation to a Lender at any time, and save as otherwise provided in the Senior Facilities Agreement, the amount set opposite its name in the relevant column of part 1 of schedule 1 to the Senior Facilities Agreement or as specified in the Transfer Deed pursuant to which such Lender becomes a party to the Senior Facilities Agreement;

and without any such designation means "A Facility Commitment", "A1 Facility Commitment", "B1 Facility Commitment" and "Revolving Commitment", as the context requires.

**"Charged Assets"** means all the undertaking, goodwill, property, assets and rights of the Chargor described in clauses 1 (Fixed Charges), 2 (Assignments) and 3 (Floating Charge) of schedule 1 to this Form 395.

**"Charged Land"** means, in respect of the Chargor, the Real Property specified in schedule 4 to the Debenture next to the

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name of the Chargor.

**"Commitment"** means:

- (a) when designated "A Facility" in relation to a Lender at any time, and save as otherwise provided in the Senior Facilities Agreement, the amount set opposite its name in the relevant column of part 1 of schedule 1 of the Senior Facilities Agreement or as specified in the Transfer Deed pursuant to which such Lender becomes a party to the Senior Facilities Agreement;
- (b) when designated "A1 Facility" in relation to a Lender at any time, and save as otherwise provided in the Senior Facilities Agreement, the amount set opposite its name in the relevant column of part 1 of schedule 1 to the Senior Facilities Agreement or as specified in the Transfer Deed pursuant to which such Lender becomes a party to the Senior Facilities Agreement;
- (c) when designated "B1 Facility" in relation to a Lender at any time, and save as otherwise provided in the Senior Facilities Agreement, the amount set opposite its name in the relevant column of part 1 of schedule 1 to the Senior Facilities Agreement or as specified in the Transfer Deed pursuant to which such Lender becomes a party to the Senior Facilities Agreement; and
- (d) when designated "Revolving Facility" in relation to a Lender at any time, and save as otherwise provided in the Senior Facilities Agreement, the amount set opposite its name in the relevant column of part 1 of schedule 1 of the Senior Facilities Agreement or as specified in the Transfer Deed pursuant to which such Lender becomes a party to the Senior Facilities Agreement,

and without any such designation means "A Facility Commitment", "A1 Facility Commitment", "B1 Facility Commitment" and "Revolving Commitment", as the context requires.

**"Encumbrance"** means:

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

**"Enforcement Date"** means the date on which, following the occurrence of an Event of Default that is continuing, either of the Facility Agent or the Security Trustee notifies the Chargor of the occurrence of that Event of Default, or takes, under any one or more of the Finance Documents, any of the steps it is entitled to take by reason of the occurrence of such Event of Default.

**"English Real Property"** means, at any time, freehold or leasehold property in England and Wales in which the Chargor has an interest, including all rights, easements and privileges from time to time attached or appurtenant thereto and all buildings, erections and Fixtures from time to time therein or thereon.

**"Event of Default"** means each of:

- (a) means any of the events or circumstances described as such in clause 27 of the Senior Facilities Agreement; and
- (b) an event of default or termination event (however described) under any Hedging Agreement.

**"Existing Hedge Counterparty"** means each of the institutions whose names and addresses are set out in part II of schedule 5 of the Group Intercreditor Deed.

**"Existing Hedging Agreement"** means an interest rate swap or other hedging arrangement entered into between an Obligor and a Restructuring Swap Counterparty or an Existing Hedge Counterparty on or prior to the date of the Group Intercreditor Deed.

**"Existing Hedging Liabilities"** means all Indebtedness and other obligations due from all or any of the Obligors to the Restructuring Swap Counterparties and/or the Existing Hedge Counterparties under the Existing Hedging Agreements together with any related Additional Liabilities owed to any Restructuring Swap Counterparty or Existing Hedge Counterparty and together also with all costs, charges and expenses incurred by any Restructuring Swap Counterparty or Existing Hedge Counterparty in connection with the protection, preservation or enforcement of its rights in respect of such amounts.

**"Facility Agent"** as defined in the Senior Facilities Agreement.

**"Finance Documents"** means each of the following documents as they are defined in the Senior Facilities Agreement:

- (a) the Senior Facilities Agreement, any Documentary Credit, any Accession Notices and any Transfer Deeds;
- (b) the Fees Letters;
- (c) any Ancillary Facility Documents;
- (d) the Security Documents;
- (e) the Security Trust Agreement;
- (f) the Group Intercreditor Agreement;
- (g) the HYD Intercreditor Agreement;
- (h) the Barclays Intercreditor Agreement;
- (i) the Hedging Agreements entered into pursuant to clause 24.9 of the Senior Facilities Agreement;
- (j) any other agreement or document entered into or executed by a member of the Bank Group (as defined in the Senior Facilities Agreement) pursuant to any of the foregoing documents; and
- (k) any other agreement or document designated a "Finance Document" in writing by the Facility Agent and the Company.

**"Finance Parties"** means the Agents, the Mandated Lead Arrangers, the Bookrunners, the Security Trustee, the Lenders and each Hedge Counterparty (as each are defined in the Senior Facilities Agreement) and "Finance Party" means any of them.

**"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 Finance Documents or any Refinancing Facilities Agreement.

**"Fixtures"** means, in relation to any Real Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant, machinery and equipment and other items attached to the relevant Real Property whether or not constituting a fixture at law.

**"Group"** means:

- (a) for the purposes of clause 22.1, clause 22.3 and clause 23 of the Senior Facilities Agreement and any other provisions in the Senior Facilities Agreement using the terms defined in clause 23 of the Senior Facilities Agreement:
  - (i) the Ultimate Parent and its subsidiaries from time to time;
  - (ii) NTL South Herts, for so long as a member of the Group is the general partner of South Hertfordshire United Kingdom Fund, Ltd. or if it becomes a wholly-owned subsidiary of the Group; and
- (b) for all other purposes, the Ultimate Parent and its subsidiaries from time to time.

**"Group Intercreditor Deed"** means the intercreditor deed dated 3 March 2006 between the parties named therein as original senior borrowers, the parties named therein as original senior guarantors, the facility agent, the Security Trustee, the Restructuring Swap Counterparties, the Hedge Counterparties and certain other members of the Group named therein as intergroup creditors and intergroup debtors, as the same may be amended, varied, supplemented, novated or restated from time to time.

**"Guarantors"** as defined in the Senior Facilities Agreement.

**"Hedge Counterparties"** means, collectively, the Restructuring Swap Counterparties, the Existing Hedge Counterparties and the New Hedge Counterparties.

**"Hedging Agreements"** means (a) each Existing Hedging Agreement and (b) any New Hedging Agreement (as the context may require).

**"Hedging Arrangements"** means any interest rate or currency protection arrangements (whether by way of interest rate or cross currency swap, cap, collar or otherwise) from time to time entered into by any Obligor which arrangements hedge

the interest rate or currency exposure of the Group under the Senior Facilities Agreement (or any interest rate or cross currency swap, cap, collar or other derivative transaction in respect of such an interest rate or currency protection arrangement) and which are documented by one or more Hedging Agreements.

**"Hedging Liabilities"** means the Existing Hedging Liabilities and the New Hedging Liabilities.

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

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

**"Intellectual Property Rights"** means all patents, trade marks, service marks, designs, design rights, utility models, business names, topographical or similar rights, copyrights, moral rights, database rights, rights in inventions, computer software, know-how, trade secrets and confidential information and other intellectual property rights and any interests (including by way of licence) subsisting anywhere in the world in any of the foregoing (in each case whether registered or not and including all applications for the same) owned by the Chargor.

**"Intercompany Indebtedness"** means indebtedness owing by any member of the Group to the Chargor under each of the loan agreements or other debt instruments listed in schedule 6 to the Debenture and any other such indebtedness from time to time outstanding.

**"Investments"** means the Shares and any other stocks, debentures, bonds, warrants and other securities of any kind whatsoever and any units in Unit Trust Schemes.

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

**"Lender"** as defined in the Senior Facilities Agreement.

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

**"Merger Closing Date"** as defined the Senior Facilities Agreement.

**"New Hedge Counterparty"** means each party (other than a transferee in respect of any Existing Hedging Liabilities) to a New Hedging Agreement which has acceded to the Group Intercreditor Deed in accordance with the provisions of clause 16.3 thereof until any such person has ceased to be a party to the Group Intercreditor Deed in such capacity in accordance with the terms thereof and **"New Hedge Counterparties"** means all such parties.

**"New Hedging Agreement"** means any agreement entered into after the 3 March 2006 between an Obligor and a New Hedge Counterparty in connection with Hedging Arrangements.

**"New Hedging Liabilities"** means all Indebtedness and other obligations due from all or any of the Obligors to the New Hedge Counterparties under the New Hedging Agreements, together with any related Additional Liabilities owed to any New Hedge Counterparty and together also with all costs, charges and expenses incurred by any new Hedge Counterparty in connection with the protection, preservation or enforcement of its rights in respect of such amounts.

**"New Security Documents"** means:

- (a) each of the Initial Security Documents and the Subsequent Security Documents;
- (b) any security documents required to be delivered by an Acceding Obligor pursuant to clauses 26.1 and 26.2 of the Senior Facilities Agreement;
- (c) any other document executed at any time by any member of the Group conferring or evidencing any Encumbrance for or in respect of any of the obligations under the Senior Facilities Agreement whether or not specifically required by the Senior Facilities Agreement; and
- (d) any other document executed at any time pursuant to clause 24.12 of the Senior Facilities Agreement or any similar covenant in any of the Security Documents referred to in paragraph (a) to (d) above.

**"New Senior Liabilities"** means credit facilities or other financial accommodation provided by any Finance Party under the Finance Documents or any Refinancing Facilities Agreement to the Borrowers after the date of the Group Intercreditor Deed in accordance with clause 12 of the Group Intercreditor Deed which exceeds the total Commitments as at the date of the Group Intercreditor Deed (excluding, for the avoidance of doubt, any credit exposure of such Senior Lender, if any,

Continuation page 6

in its capacity as a Hedge Counterparty, if applicable).

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

**"Notice of Assignment"** means a duly completed acknowledgement of assignment in the form set out in the relevant part of schedule 3 to the Debenture being:

- (a) part IA, in the case of Intercompany Indebtedness; and
- (b) part IIA, in the case of Insurances.

**"Obligors"** means the Borrowers and the Guarantors and "Obligor" means any of them.

**"Parent"** as defined in the Senior Facilities Agreement.

**"Real Property"** means the English Real Property and any other land, buildings or erections anywhere in the world and any estate or interest therein and any reference to Real Property includes all rights, easements and privileges from time to time attached or appurtenant thereto and all buildings, erections and Fixtures from time to time therein or thereon.

**"Refinancing Facilities Agreement"** means any facilities agreement under which facilities are made available for the refinancing of the facilities made available under the Senior Facilities Agreement and which is designated as such by the Borrowers by notice to the facility agent party to the Group Intercreditor Deed at such time and provided that the aggregate principal amount of such refinancing indebtedness does not exceed the aggregate principal amount of the Commitments of the Lenders as at the 3 March 2006, together with any New Senior Liabilities permitted to be incurred under clause 12 of the Group Intercreditor Deed.

**"Related Rights"** means, in relation to any Investment of the Chargor:

- (a) any proceeds of and any right or option to receive any dividend, distribution, interest or other income paid or payable in relation to any such Investment; and
- (b) any right or option to receive, call for delivery of or otherwise acquire any stocks, shares, debentures, bonds, loan stocks, warrants, securities, monies or other property of any kind, accruing or offered at any time or deriving therefrom, whether in addition to or in substitution for such Investment.

**"Restructuring Swap Counterparties"** means the institutions whose names and addresses are set out in part I of schedule 5 of the Group Intercreditor Deed.

**"Revolving Facility"** as defined in the Senior Facilities Agreement.

**"Second Beneficiaries"** means the Facility Agent, the Senior Lenders and the Hedge Counterparties.

**"Security Documents"** means the New Security Documents and each of the existing Telewest security documents listed in schedule 7 to the Group Intercreditor Deed.

**"Security Trust Agreement"** means an agreement dated 3 March 2006 made between, amongst others, the Security Trustee, the Facility Agent, NTL Investment Holdings Limited, and the original obligors referred to therein relating to the Security (or any replacement security trust agreement entered into in connection with any Refinancing Facilities Agreement).

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

**"Senior Lenders"** means:

- (a) a bank or financial institution or other person named in part I of schedule 1 to the Group Intercreditor Deed (unless it has ceased to be a party thereto in accordance with the terms thereof;
- (b) a bank or financial institution or other person which has become (and remains) a party to the Group Intercreditor Deed as a Senior Lender in accordance with the provisions of clause 16.3 of the Group Intercreditor Deed and in accordance with the provisions of the Senior Facilities Agreement or any Refinancing Facilities Agreement.

**"Senior Facilities Agreement"** means the senior facilities agreement dated 3 March 2006 (as amended, restated, supplemented or novated from time to time including, without limitation, as amended and restated in the form of the Structure 2 Senior Facilities Agreement following delivery of a Structure Notice) between NTL Incorporated (formerly known as Telewest Global, Inc.), NTL Cable plc, the UK Borrowers named therein, the US Borrower named therein, Deutsche Bank AG, London Branch, J.P. Morgan plc, The Royal Bank of Scotland plc and Goldman Sachs International

as bookrunners and as mandated lead arrangers, Deutsche Bank AG, London Branch as Facility Agent and as Security Trustee, Deutsche Bank AG, New York Branch as US paying agent, GE Corporate Banking Europe SAS as administrative agent, Deutsche Bank AG, London Branch as original L/C Bank and the persons named therein as Lenders.

**"Senior Liabilities"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Obligors (or any one or more of them) to the Finance Parties (or any one or more of them) under or in connection with the Finance Documents or any Refinancing Facilities Agreement including, without limitation, any New Senior Liabilities provided pursuant to clause 12 of the Group Intercreditor Deed together with any related Additional Liabilities owed to the Finance Parties and together also with all costs, charges and expenses incurred by each of the Finance Parties in connection with the protection, preservation or enforcement of its rights under the Finance Documents or any Refinancing Facilities Agreement, excluding in all respects any such obligations or liabilities in respect of or arising from the B1 Facility of any member of the Telewest Group until such time as the provisions of sections 151-158 of the Companies Act 1985 have been complied with by such member(s) in respect of such liabilities and obligations.

**"TARGET Day"** means any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system is open for the settlement of payments in euro.

**"Telewest Group"** means the Ultimate Parent and its subsidiaries from time to time.

**"Transferee"** means a bank or other institution to which a Lender seeks to transfer all or part of its rights, benefits and obligations under the Senior Facilities Agreement pursuant to and in accordance with clause 37 of the Senior Facilities Agreement.

**"UK Borrowers"** means:

- (a) as at the date of the Senior Facilities Agreement, each of NTL Investment Holdings Limited, Telewest Communications Networks Limited and NTLIH Sub Limited; and
- (b) thereafter, any Acceding Borrower that is liable to corporation tax in the United Kingdom,

excluding any UK Borrower which has been liquidated in accordance with the provisions of clause 25.20 of the Senior Facilities Agreement but including the relevant successor entity (provided it is also liable to corporation tax in the United Kingdom) thereafter, and **"UK Borrower"** means any of them.

**"Ultimate Parent"** means, as at the date of the Senior Facilities Agreement, Telewest Global, or at any time thereafter, the person (if any) that accedes to the Senior Facilities Agreement as the Ultimate Parent pursuant to clause 26.3 of the Senior Facilities Agreement.

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

**"US Borrower"** means NTL Dover LLC.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03707664

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED THE 18th SEPTEMBER 2006 AND CREATED BY VIRGIN MOBILE TELECOMS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE TO DEUTSCHE BANK AG, LONDON BRANCH (AS SECURITY TRUSTEE FOR THE BENEFICIARIES), ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS (OR ANY ONE OR MORE OF THEM) TO THE FINANCE PARTIES (OR ANY ONE OR MORE OF THEM) INCLUDING FROM THE BORROWERS TO ANY FINANCE PARTY AND ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS TO THE RESTRUCTURING SWAP COUNTERPARTIES AND/OR THE EXISTING HEDGE COUNTERPARTIES AND FROM THE OBLIGORS TO THE NEW HEDGE COUNTERPARTIES UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd OCTOBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th OCTOBER 2006.

A handwritten signature in black ink, appearing to read 'K. Angel'.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES