

MG01

Particulars of a mortgage or charge

019054



iris
LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

TUESDAY



"L94ATSG9"

LD3

15/03/2011

53

COMPANIES HOUSE

For official use

1

Company details

Company number 05050748

Company name in full Virgin Mobile Group (UK) Limited
(the "Chargor")

Filing in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation 03/03/2011

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Confirmation Deed dated 3 March 2011 (the "Confirmation Deed") and entered into between the Chargor and Deutsche Bank AG, London Branch (the "Facility Agent under the SFA")

4

Amount secured

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

Amount secured The Security Trustee Liabilities, the Senior Liabilities and the Hedging Liabilities (the "Secured Obligations")

Continuation page

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

MG01**Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

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

Continuation page

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

Name Deutsche Bank AG, London Branch

Address Winchester House, 1 Great Winchester Street

Postcode E C 2 N 2 D B

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

1. Charging Provisions**1.1 Notice of Designation of Security**

Pursuant to clause 12 (New Senior Facilities) of the Group Intercreditor Agreement the New Notes were hereby designated, as of 3 March 2011, as New Senior Liabilities under the Group Intercreditor Agreement

1.2 Confirmation of Designation of Security

The Chargor hereby acknowledges and agrees to the issuance of the New Notes, the New Guarantees and the New Indenture and the transactions contemplated thereby and hereby confirms all payment and performance obligations, contingent or otherwise, and undertakings arising under or in connection with its respective agreements, guarantees, pledges and grants of Liens (as defined in the New Indenture), as applicable, under and subject to the terms of the Liens, the Group Intercreditor Agreement and each Security Document to which it is party, and agrees that, notwithstanding the effectiveness of the New Notes, the New Guarantees and the New 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 Agreement), as applicable

MG01

Particulars of a mortgage or charge

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

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

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

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

Commission allowance or discount

Nil

8 Delivery of instrument

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

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

9 Signature

Please sign the form here

Signature

Signature

X *Latnam & Watkins* X

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

MG01

Particulars of a mortgage or charge



Presenter information

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

Contact name Gary Bellingham/Theo Kalic

Company name Latham & Watkins

Address 99 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 3 X F

Country UK

DX C/M 047961-0006

Telephone 020 7710 1000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgage or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

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



How to pay

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

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



Where to send

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

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

The Chargor confirms that (i) its guarantee under the SFA continues in full force and effect on the terms of the SFA as amended and any Accession Notice (as defined in the SFA) applicable to the Chargor; and (ii) its guarantee under the Existing Indenture continues in full force and effect and on the terms of the Existing Indenture, in each case, subject to any limitations set out in the SFA or Existing Indenture. The Chargor further confirms that any Security created by it under the Security Documents extends to the New Senior Liabilities including, for the avoidance of doubt, the New Guarantees

1.3 Notice of Designation of Secured Obligations

The New Notes (being Financial Indebtedness, as defined in the SFA) were hereby designated, as of 3 March 2011, as Designated Secured Obligations

2 ACKNOWLEDGEMENT

The Chargor acknowledges and agrees that.

- (a) the New Trustee (and the other agents under the New Notes and the New Indenture) and the New Noteholders from time to time under and in respect of the New Notes and the New Indenture are
 - (i) "Senior Finance Parties" (under and as defined in the Group Intercreditor Agreement); and
 - (ii) "Beneficiaries" (under and as defined in the Group Intercreditor Agreement and each Security Document);
- (b) all obligations of the Chargor in respect of the New Notes, the New Guarantees and the New Notes Documents are:
 - (i) "New Senior Liabilities" and "Senior Liabilities" (under and as defined in the Group Intercreditor Agreement) and "Senior Liabilities" (under and as defined in the Security Trust Agreement), and
 - (ii) "Secured Obligations" (under and as defined in each Security Document and 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 Agreement)

3 SENIOR FINANCE DOCUMENT

The Confirmation Deed is a:

- (a) "Senior Finance Document" (under and as defined in the Group Intercreditor Agreement); and
- (b) "Relevant Finance Document" (under and as defined in the SFA)

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

4 RATIFICATION

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

SCHEDULE OF DEFINED TERMS

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

"2014 High Yield Notes" means the Sterling denominated 9 75% senior notes due 2014, the dollar denominated 8 75% senior notes due 2014 and the euro denominated 8.75% senior notes due 2014, in each case, issued by the Parent;

"2016 High Yield Notes" means the 9.125% dollar denominated senior notes due 2016, the 9 50% dollar denominated senior notes due 2016 and the 9 50% euro denominated senior notes due 2016, in each case, issued by the Parent,

"Accession Notice" means a duly completed notice of accession in the form of Part 3 of Schedule 5 (Form of Accession Notice) of the SFA with such changes as may be agreed between Virgin Media Investment Holdings Limited and the Facility Agent from time to time;

"Additional Liability" means in relation to a Liability, any present and future liabilities and obligations at any time of all or any of the Obligors, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters which arises or is incurred as a result of or in connection with:

- (a) any deferral, extension, novation or refinancing of such Liability;
- (b) any claim for damages, restitution or otherwise made in connection with such Liability;
- (c) any claim against an Obligor resulting from a recovery by such Obligor or any other person of a payment or discharge in respect of such Liability on the grounds of preference or otherwise;
- (d) any claim for breach of representation, warranty or undertaking or an event of default or under an indemnity or in connection with any other document or agreement evidencing or constituting any other liability or obligation falling within this definition; or
- (e) any amount (such as post-insolvency interest) which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings;

"Additional Senior Secured Notes" means any notes where the incurrence of any Financial Indebtedness under such notes would not result in (1) the pro forma Leverage Ratio (giving effect to such incurrence and the use of proceeds thereof) on the Quarter Date prior to such incurrence (giving pro forma effect to any movement of cash out of the Bank Group since such date

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

pursuant to Clause 25 5 (Dividends, Distributions and Share Capital) and any Permitted Payments) exceeding the ratio set out in Clause 25.4(p) (Financial Indebtedness) for the Quarter Date following such incurrence and (ii) the pro forma ratio of Consolidated Senior Net Debt (giving effect to such incurrence and the use of proceeds thereof and giving pro forma effect to any movement of cash out of the Bank Group since such date pursuant to Clause 25 5 (Dividends, Distributions and Share Capital) and any Permitted Payments) to Consolidated Operating Cashflow for the Quarter Date prior to such incurrence exceeding the ratio set out in Clause 25 2(o) (Negative Pledge) for the Quarter Date following such incurrence and

- (a) that are issued by the Parent, Virgin Media Investment Holdings Limited or any SSN Finance Subsidiary after the Original Execution Date;
- (b) having a final maturity (with no sinking fund payments) of no earlier than 31 December 2015;
- (c) in respect of which the "cross-default" event of default with respect to a default under other indebtedness shall be limited to cross-default to any payment default or crossacceleration;
- (d) in respect of which some or all of the Obligors have granted security and guarantees on the terms specified in the Group Intercreditor Agreement and substantially the same as to the Existing Senior Secured Notes, and
- (e) that are designated as (i) "Senior Secured Notes" by written notice from the Company to the Facility Agent, (ii) "New Senior Liabilities" under the Group Intercreditor Agreement by written notice from the Company to the Facility Agent and the Security Trustee, and (iii) "Designated Senior Liabilities" under the HYD Intercreditor Agreement, in each case, by the date when the consolidated financial statements are due to be provided pursuant to clause 22 1(a) (Financial Statements) for the first full Financial Quarter after the issuance of the relevant notes,

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

"Bank Group" has the meaning given to it in the SFA,

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

"Confirming Parties" means Virgin Media Investment Holdings Limited and each of its subsidiaries listed on the signature pages of the Confirmation Deed;

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Consolidated Operating Cashflow" has the meaning given to such term in Clause 23.1 (Financial Definitions) of the SFA;

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

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

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

"Encumbrance" means:

- (a) a mortgage, charge, pledge, lien, assignment in security, standard security, 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 Control Event" means when (a) 60 consecutive business days have lapsed since both of the following have occurred at the same time (i) the aggregate outstanding principal amount and undrawn uncanceled commitments under the SFA or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement is less than £10 billion and (ii) the aggregate outstanding principal amount and undrawn commitments under the SFA or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement represents less than 60% (sixty percent) of the aggregate outstanding principal

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

amount and undrawn commitments under all Senior Liabilities and (b) both conditions under clauses (i) and (ii) continue to exist on such 60th business day,

"Existing High Yield Notes" means the 2014 High Yield Notes, the 2016 High Yield Notes, the 8.375% dollar denominated senior notes due 2019 and the 8.875% sterling denominated senior notes due 2019, in each case, issued by the Parent;

"Existing Indenture" means the indenture dated as of January 19, 2010 between, among others, Virgin Media Secured Finance PLC, Virgin Media Inc, Virgin Media Finance PLC, Virgin Media 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,

"Existing Senior Secured Notes" means the 6.50% dollar denominated senior secured notes due 2018 and the 7.00% sterling denominated senior secured notes due 2018, in each case, issued by Virgin Media Secured Finance PLC,

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

"Financial Indebtedness" means, without double counting, any Indebtedness for or in respect of

- (a) moneys borrowed,
- (b) any amount raised by acceptance under any acceptance credit facility,
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

similar instrument (but not, in any case, Trade Instruments) (for the avoidance of doubt excluding any loan notes or similar instruments issued solely by way of consideration for the acquisition of assets in order to defer capital gains or equivalent taxes where such loan notes or similar instruments are not issued for the purpose of raising finance);

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

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

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

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Group Intercreditor Agreement" means the intercreditor agreement dated 3 March 2006 between, among others, certain of the Obligors, other members of the Group and the Relevant Finance Parties;

"Hedge Counterparty" means any counterparty which is a party to a Hedging Agreement entered into for the purposes of Clause 24.9 (Hedging) and has acceded to the Group Intercreditor Agreement and the HYD Intercreditor Agreement and "Hedge Counterparties" means all such counterparties;

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

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

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

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

"Hedging Obligor" means any member of the Bank Group that has entered into a Hedging Agreement;

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

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

MG01 - continuation page
Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Instructing Party" means:

(a) prior to the Senior Discharge Date

(i) prior to an Enforcement Control Event, the Instructing Group (as defined in the SFA or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement); or

(ii) upon an Enforcement Control Event, the Senior Finance Parties representing a majority of the aggregate outstanding principal amount and undrawn uncanceled commitments under the Senior Finance Documents at the relevant date of determination; and

(b) at any time from (and including) the Senior Discharge Date but prior to the Hedging Discharge Date, such Hedge Counterparties whose aggregate Exposure represents not less than 66 2/3% (sixty-six and two-thirds percent) of the aggregate Exposure of all Hedge Counterparties at the relevant date of determination;

"Leverage Ratio" has the meaning given to such term in paragraph (a) of Clause 23.2 (Ratios) of the SFA;

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

"New Guarantees" means the Notes Guarantees as defined in the New Indenture;

"New Indenture" means the indenture dated as of March 3 2011 between Virgin Media Secured Finance PLC, Virgin Media Inc, Virgin Media Finance PLC, Virgin Media Investment Holdings Limited, the subsidiary guarantors named therein, The Bank of New York Mellon and the Bank of New York Mellon (Luxembourg) S.A ,

"New Notes" means the \$500,000,000 5.25% Senior Secured Notes due 2021 and the £650,000,000 5.50% Senior Secured Notes due 2021 of Virgin Media Secured Finance PLC;

"New Senior Liabilities" shall have the meaning given to such term in Clause 12 (New Senior Liabilities) of the Group Intercreditor Agreement (excluding, for the avoidance of doubt, any credit exposure of a Senior Finance Party, if any, in its capacity as a Hedge Counterparty, if applicable);

"New Trustee" means The Bank of New York Mellon,

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Notes Guarantees" has the meaning given to such term in the New Indenture;

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

"Original Execution Date" means 16 March 2010;

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

"Quarter Date" has the meaning given to such term in Clause 23.1 (Financial Definitions) of the SFA;

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

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

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

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

"Security Documents" means the following security documents, as set out in Schedule A of the Confirmation Deed.

- (a) composite debenture dated 19 January 2010 by each of the Obligors listed therein in favour of Deutsche Bank AG, London Branch as Security Trustee;
- (b) composite debenture dated 15 April 2010 by Virgin Media SFA Finance Limited in favour of Deutsche Bank AG, London Branch as Security Trustee;
- (c) composite debenture dated 10 June 2010 by each of the Obligors listed therein in favour of Deutsche Bank AG, London Branch as

MG01 - continuation page

Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|--|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>Security Trustee;</p> <p>(d) composite debenture dated 29 June 2010 by each of the Obligors listed therein in favour of Deutsche Bank AG, London Branch as Security Trustee;</p> <p>(e) composite debenture dated 18 February 2011 by VMWH Limited in favour of Deutsche Bank AG, London Branch as Security Trustee;</p> <p>(f) 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;</p> <p>(g) 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, and</p> <p>(h) assignment of loans dated 15 April 2010 granted by Virgin Media Finance PLC in favour of Deutsche Bank AG, London Branch as Security Trustee,</p> <p>"Security Trustee" means Deutsche Bank AG, London Branch;</p> <p>"Security Trust Agreement" means the security trust agreement dated 3 March 2006 and amended and restated on 19 January 2010 between, Deutsche Bank AG, London Branch as Security Trustee and as Facility Agent, Virgin Media Investment Holdings Limited and the companies named therein as Original Obligors;</p> <p>"Security Trustee Liabilities" means the amounts payable to the Security Trustee referred to in the definition of First Beneficiary,</p> <p>"Senior Discharge Date" means the first date on which:</p> <p>(a) none of the Senior Finance Parties (including any senior finance parties under any Refinancing Facilities Agreement or other Senior Finance Documents) is under any commitment, obligation or liability (whether actual or contingent) to make advances or provide other financial accommodation to any Obligor under any of the Senior Finance Documents, and</p> <p>(b) all Senior Liabilities (including any Senior Liabilities under any Refinancing Facilities Agreement or other Senior Finance Document) have been unconditionally and irrevocably paid and discharged in full, provided that for these purposes, regard shall not be had to any unclaimed indemnities, tax gross ups or other similar amounts;</p> <p>"Senior Finance Documents" means (1) the Relevant Finance Documents (as defined in the SFA, upon its repayment in full and cancellation of all</p> | |

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

undrawn commitments thereunder, the Designated Refinancing Facilities Agreement, or if it is not defined there, the Finance Documents as defined in the Designated Refinancing Facilities Agreement), (ii) any Refinancing Facilities Agreement and (iii) any document evidencing New Senior Liabilities;

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

"Senior Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally in any capacity whatsoever, but excluding any hedging Liabilities) of the Obligors (or any one or more of them) to the Senior Finance Parties (or any one or more of them) under or in connection with the Senior Finance Document, including without limitation, any New Senior Liabilities provided pursuant to Clause 12 (New Senior Liabilities) of the Group Intercreditor Agreement, together with any related Additional Liabilities owed to the Senior Finance Parties and together also with all costs, charges and expenses incurred by each of the Senior Finance Parties in connection with the protection, preservation or enforcement of its rights under the Senior Finance Documents;

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

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

"Senior Secured Notes Refinancing" means any notes issued by the Parent, Virgin Media Investment Holdings Limited or any SSN Finance Subsidiary for the purposes of refinancing all or a portion of (i) the Senior Secured Notes or (ii) the Facilities or (iii) any other Financial Indebtedness of the Bank Group which is secured and ranks pari passu as to right of payment with the Facilities pursuant to and in compliance with the terms of the Group Intercreditor Agreement (provided, in each case of (i) to (iii) above that such Financial Indebtedness being refinanced would have been permitted to be incurred at the time of issuance of any such notes), in each case, outstanding from time to time (including all fees, expenses, commissions, make-whole and any other contractual premium payable under such Financial Indebtedness being refinanced and any reasonable fees, costs and expenses incurred in connection with such refinancing) and

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

designated as "Senior Secured Notes Refinancing" by written notice from the Company to the Facility Agent and the Security Trustee by the date when the consolidated financial statements are due to be provided pursuant to clause 22.1(a) (Financial Statements) for the first full Financial Quarter after the issuance of the relevant notes, in respect of which the following terms apply

- (a) the principal amount of any such notes shall not exceed the principal amount of, and any outstanding interest on, the Financial Indebtedness being refinanced (plus all fees, expenses, commissions, make-whole or other contractual premium payable in connection with such refinancing), and
- (b) such notes satisfy the requirements of paragraphs (a), (b), (c), (d) and (f) of the definition of Additional Senior Secured Notes;

"SFA" means the senior facilities agreement dated 15 February 2011 between Virgin Media Inc, certain subsidiaries of Virgin Media Inc, the lenders and agents as defined therein and the Security Trustee, as amended from time to time,

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

"SSN Finance Subsidiary" means (i) Virgin Media Secured Finance PLC and (ii) any other Subsidiary directly and wholly-owned by either:

- (a) Virgin Media Investment Holdings Limited engaged in the business of effecting or facilitating the issuance of Senior Secured Notes and on-lending the proceeds to Virgin Media Investment Holdings Limited; or
- (b) the Parent engaged in the business of effecting or facilitating the issuance of Senior Secured Notes and on-lending the proceeds to the Parent and/or Virgin Media Investment Holdings Limited, and in either case having no Subsidiaries;



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5050748
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CONFIRMATION DEED DATED 3
MARCH 2011 AND CREATED BY VIRGIN MOBILE GROUP (UK)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE TO THE SECURITY TRUSTEE, ALL MONIES DUE OR TO
BECOME DUE FROM THE OBLIGORS (OR ANY ONE OR MORE
OF THEM) TO THE SENIOR FINANCE PARTIES (OR ANY ONE OR
MORE OF THEM) AND ALL MONIES DUE OR TO BECOME DUE
FROM ALL OR ANY OF THE OBLIGORS TO THE HEDGE
COUNTERPARTIES (OR ANY ONE OR MORE OF THEM) ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 15 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 MARCH 2011



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**