

MR01

Particulars of a charge



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

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is
instrument. Use form MR08.

THURSDAY



SCT
S2AEZXCP
13/06/2013
COMPANIES HOUSE
#660

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☐ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record.

1 Company details

Company number S C 0 7 5 1 7 7

Company name in full
NTL Glasgow
(the **Company**)

For official use
27
► **Filing 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 0 4 0 6 2 0 1 3

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 in its capacity as
security trustee for an on behalf of the

Name Beneficiaries under the Security Documents
(the **Security Trustee**)

Name Please see the continuation page for definitions.

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.

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Continuation page

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

Description

N/A

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☐ Yes

☒ No

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Trustee statement ^①

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.

☐

^① This statement may be filed after the registration of the charge (use form MR06).

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Signature

Please sign the form here.

Signature


Signature


× *John E.M. Atkinson* ×


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

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Particulars of a charge


	Presenter information
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.	
Contact name	Gemma McFadyen - VIP001.0001
Company name	Dundas & Wilson CS LLP
Address	
Saltire Court	
20 Castle Terrace	
Post town	
Edinburgh	
County/Region	
Postcode	E H 1 2 E N
Country	
Scotland	
DX	DX 55300 EDINBURGH 18
Telephone	0131 228 8000


	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:	
<input type="checkbox"/>	The company name and number match the information held on the public Register.
<input type="checkbox"/>	You have included a certified copy of the instrument with this form.
<input type="checkbox"/>	You have entered the date on which the charge was created.
<input type="checkbox"/>	You have shown the names of persons entitled to the charge.
<input type="checkbox"/>	You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
<input type="checkbox"/>	You have given a description in Section 4, if appropriate.
<input type="checkbox"/>	You have signed the form.
<input type="checkbox"/>	You have enclosed the correct fee.
<input type="checkbox"/>	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 £13 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.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

MR01 - continuation page

Particulars of a charge



4	Description
	<p>Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.</p>
Description	<p>Continuation Page:</p> <p>Definitions:</p> <p>Beneficiaries means a beneficiary in respect of a Documentary Credit.</p> <p>Documentary Credit means a letter of credit, bank guarantee, indemnity, performance bond or other documentary credit issued or to be issued by an L/C Bank pursuant to Clause 4.1 of the New SFA.</p> <p>Floating Charge means the bond and floating charge dated 19 January 2010 provided by the Company in favour of Deutsche Bank AB, London Branch as security trustee.</p> <p>L/C Bank means any Lender which has been appointed as an L/C Bank in accordance with Clause 5.12(Appointment and Charge of L/C Bank) of the New SFA and which has not resigned in accordance with paragraph (c) of Clause 5.12 (Appointment and Charge of L/C Bank) of the New SFA.</p> <p>Lender has the meaning given to it in the New SFA.</p> <p>New SFA means the senior facilities agreement between, among others, the Company and the Security Trustee dated 7 June 2013.</p> <p>Security Documents means the Floating Charge and Shares Pledge.</p> <p>Shares Pledge means the pledge over shares dated on or about 19 January 2010 provided by the Company in favour of Deutsche Bank AG, London Branch as Security Trustee.</p>



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 75177

Charge code: SC07 5177 0027

The Registrar of Companies for Scotland hereby certifies that a charge dated 4th June 2013 and created by NTL GLASGOW was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th June 2013.

Given at Companies House, Edinburgh on 14th June 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DUNDAS & WILSON

Execution version

CONFIRMATION AGREEMENT AND BOND AND FLOATING CHARGE

between

NTL GLASGOW

and

DEUTSCHE BANK AG, LONDON BRANCH

and

CREDIT SUISSE AG, LONDON BRANCH and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

John E.M. Aitken

For and on behalf of Dundas & Wilson CS LLP

Date: 13/6/2013

Ref: VIP001.0001

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AGREEMENT

BETWEEN:

- (1) **NTL GLASGOW** (Company number SC075177) (the **Company**);
- (2) **DEUTSCHE BANK AG, LONDON BRANCH**, in its capacity as security trustee for and on behalf of the Beneficiaries under the Security Documents (the **Security Trustee**); and
- (3) **CREDIT SUISSE AG, LONDON BRANCH** and **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, each in its capacity as facility agent for and on behalf of the Finance Parties (as defined in the New SFA) (as defined below);.

WHEREAS:

- A. Reference is made to:
- (a) the \$1,000,000,000 6.50% senior secured notes due 2018 and the £875,000,000 7.00% senior secured notes due 2018, the \$500,000,000 5.25% senior secured notes due 2021 and the £650,000,000 5.50% senior secured notes due 2021 (together, the **Existing Notes**) in each case, of Virgin Media Secured Finance PLC (the **Issuer**) and the related Indentures dated as of January 19, 2010 and March 3, 2011 respectively (the **Existing Indentures**) between the Issuer, the Ultimate Parent, Virgin Media Finance PLC, 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;
 - (c) the group intercreditor deed, dated 3 March 2006, as from time to time amended, varied, novated or supplemented (the **Group Interc Creditor Agreement**) between the Security Trustee and the borrowers, guarantors, lenders, financial institutions, intergroup debtors and intergroup creditors party thereto;
 - (d) a senior facilities agreement between Virgin Media Finance PLC, Virgin Media Investment Holdings Limited, Virgin Media Limited, Virgin Media Wholesale Limited, VMIH Sub Limited, Virgin Media SFA Finance Limited 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, Credit Suisse AG, London Branch and Credit Suisse AG, Cayman Islands Branch each as Facility Agent, Deutsche Bank AG, London Branch as Security Trustee and the financial institutions listed therein as the Lenders, dated 7 June 2013 (the **New SFA**);
 - (e) the \$1,000,000,000 5³/₈% senior secured notes due 2021 and the £1,100,000,000 6% senior secured notes due 2021 (together the **New Notes**) of the Issuer and the related Indenture dated as of 22 February 2013 (the **New Indenture**) between the Issuer, the Ultimate Parent, Virgin Media Finance PLC, VMIH, the subsidiary guarantors named therein, The Bank of New York Mellon as Trustee (in such capacity the **New Trustee**) and Paying Agent and The Bank of New York Mellon (Luxembourg) S.A. as Luxembourg Paying Agent; and
 - (f) the Floating Charge and the Shares Pledge as defined below (the **Security Documents**).
- B. The Company is a party to the Existing Indentures, the New SFA, the New Indenture, the Group Interc Creditor Agreement and/or one or more of the Security Documents, as applicable.
- C. The Company has realised, and continues to realise, substantial direct and indirect benefits as a result of the Existing Notes and the Existing Indentures continuing to be effective.

- D. The Company expects to realise substantial direct and indirect benefits as a result of the New SFA, the New Notes and the New Indenture and the consummation of the transactions contemplated thereby.

NOW 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 Agreement, or the Floating Charge (as defined below), with all the necessary modifications as if they were set out in full in this Agreement.
- 1.2 In this Agreement:
- 1.2.1 **Charged Assets** means the whole of the property, including uncalled capital which is or may be from time to time while this Agreement and/or the Security Documents are in force comprised in the property and undertaking of the Company.
 - 1.2.2 **Composite Debenture** means the composite debenture dated on or about 28 June 2010 provided by each of the Obligors listed therein in favour of Deutsche Bank AG, London Branch as Security Trustee.
 - 1.2.3 **English Confirmation Deed** means a confirmation deed dated on or about the date hereof between amongst others the Company and Virgin Media Finance plc in respect of, amongst other things, the Composite Debenture.
 - 1.2.4 **Floating Charge** means the Bond and Floating Charge dated 19 January 2010 provided by the Company in favour of Deutsche Bank AG, London Branch as Security Trustee.
 - 1.2.5 **Shares Pledge** means the Pledge over Shares dated on or about 19 January 2010 provided by the Company in favour of Deutsche Bank AG, London Branch as Security Trustee.

2. INTERPRETATION

- 2.1 Clause, schedule and paragraph headings are inserted for convenience only and shall not affect the interpretation of this Agreement.
- 2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 2.4 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

- 2.5 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 Agreement 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.
- 2.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 2.7 A reference to "this Agreement" or to any other agreement or document referred to in this Agreement is a reference to this Agreement 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 The Company hereby acknowledges and agrees to the New SFA, the New Notes 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 Liens, the Group Intercreditor Agreement and each Security Document to which it is party, and agrees that, notwithstanding the effectiveness of the New SFA, the New Notes 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.
- 3.2 The Company 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 New SFA or the Existing Indentures. The Company further confirms that any Security created by it under the Security Documents extends to secure the liabilities under the New SFA and the New Notes, such liabilities having been designated as New Senior Liabilities.

4. ACKNOWLEDGMENT

The Company acknowledges and agrees that:

- 4.1 the Finance Parties (as defined in the New SFA), 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:

- 4.1.1 "Senior Finance Parties" (under and as defined in the Group Intercreditor Agreement); and
- 4.1.2 "Beneficiaries" (under and as defined in the Group Intercreditor Agreement and each Security Document);
- 4.2 the New SFA is a Designated Refinancing Facilities Agreement for the purposes of the Group Intercreditor Agreement and all obligations of the Company in respect of the New SFA, the New Notes and the New Indenture are:
 - 4.2.1 "New Senior Liabilities" and "Senior Liabilities" (under and as defined in the Group Intercreditor Agreement); and
 - 4.2.2 "Secured Obligations" (under and as defined in each Security Document and the Security Trust Agreement); and
 - 4.2.3 the Security Trustee is and remains and shall hereafter be the "Security Trustee" (under and as defined in the Group Intercreditor Agreement).

5. SECURITY

5.1 Creation of Security

The Parties consider that the Security created under the Security Documents secure payment of the Secured Obligations but create second-ranking security under this Agreement in case they do not.

5.2 General

- 5.2.1 All the security created under this Agreement:
 - (a) is created in favour of the Security Trustee;
 - (b) is created over present and future assets of the Company; and
 - (c) is security for the payment and satisfaction of all the Secured Obligations.
- 5.2.2 The Security Trustee holds the benefit of this Agreement on trust for the Senior Finance Parties.
- 5.2.3 All the security created under this Agreement:
 - (a) is created in case the security created by the existing Security Documents do not secure all of the Secured Obligations; and
 - (b) is created in addition to and does not affect the security created by the existing Security Documents.
- 5.2.4 The floating charge hereby created shall rank pari passu with the floating charge created pursuant to the English Confirmation Deed, and, subject to Section 464(2)

of the Act, rank in priority to any fixed security which shall be created by the Company after its execution hereof (other than a fixed security in favour of the Security Trustee for itself and/or as trustee aforesaid) and to any other floating charge which shall be created by the Company after its execution hereof and, subject as aforesaid, no such fixed security nor such other floating charge shall rank in priority to or equally with or postponed to the floating charge hereby created by it.

- 5.2.5 The Company hereby covenants that it will on demand made on it by the Security Trustee, pay to the Security Trustee for the account of the relevant Beneficiaries any Secured Obligation which is due and payable but unpaid.

5.3 Floating Charge

- 5.3.1 The Company with absolute warrantice (under exception of the Floating Charge, the Shares Pledge, the Composite Debenture and the English Confirmation Deed) hereby charges to the Security Trustee by way of second 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. The parties to this Agreement agree that the floating charge created by this Clause 5.3 is a qualifying floating charge for the purposes of paragraph 14 of schedule B1 to the Insolvency Act 1986.
- 5.3.2 Notwithstanding Clause 5.3.1, unless and until the Company has obtained the consent of the relevant landlord and any other relevant party (each being a Consent) the floating charge granted pursuant to Clause 5.3.1 shall not extend to the Company's rights over any Restricted Lease.

6. OTHER PROVISIONS

- 6.1 Clauses 2.2 – 2.6 (*Bond*), 4 (*Undertakings*) to 10 (*Protection of Security*) (inclusive) and 12 (*Mandate and Attorney*) to 19 (*Notices*) (inclusive) of the Floating Charge are deemed to be incorporated into this Agreement with all necessary modifications as if they were set out in full in this Agreement provided that to the extent the Company is required to perform an obligation as a result of this Clause 6 and the equivalent obligation under the Floating Charge with respect to the Security created thereunder has been performed discharged or waived, the relevant obligation under this Agreement shall be deemed to have been performed, discharged or waived (as the case may be) to the same extent.

7. SECURITY TRUSTEE

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

8. **SENIOR FINANCE DOCUMENT AND SECURITY DOCUMENT**

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

9. **RATIFICATION OF SECURITY DOCUMENTS**

Each party to each Security Document hereby ratifies and confirms such Security Document on the terms of this Agreement.

10. **SEVERABILITY**

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

11. **FURTHER ASSURANCE**

The Company 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 Agreement.

12. **GOVERNING LAW**

This Agreement (and all non-contractual disputes arising out of it) shall be governed by, and construed in all respects in accordance with, the law of Scotland. The Company hereby represents and warrants to the Security Trustee that its choice of the law of Scotland to govern this Instrument is valid and binding subject to the Reservations.

13. **JURISDICTION**

For the benefit of the Security Trustee and the Beneficiaries, the Company irrevocably agrees that the Scottish courts are to have jurisdiction to settle any disputes which may arise out of or in connection with this Instrument and that, accordingly, any suit, action or proceedings arising out of or in connection with this Instrument (**Proceedings**) may be brought in any such court. The Company irrevocably waives any objection to Proceedings in such a court on the grounds of venue or on the ground that the Proceedings have been brought in an inconvenient forum.

14. **CONSENT TO REGISTRATION**

A Certificate signed by an officer of the Security Trustee shall, in the absence of manifest error, be prima facie evidence of the amount of the Secured Obligations at any relevant time and shall constitute a balance and charge against the Company, and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment. The Company hereby consents to the registration of this Agreement and of any such certificate for preservation: **IN WITNESS WHEREOF** these presents consisting of this and the preceding pages are subscribed as follows:

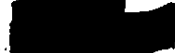
SUBSCRIBED and delivered for and on behalf of:

NTL GLASGOW

acting by:

.....  Director

in the presence of:

.....  Witness signature

..... **VISHAL SHAH** Print name

..... **SOLICITOR** Occupation

..... **ROPES & GRAY** Occupation

..... **5 NEW STREET SQUARE** Address

..... **LONDON** Address

..... **EC4A 3BF** Address

..... **020 3122 1100** Address

all together at **LONDON**

on the **4** day of **JUNE** 2013

SUBSCRIBED and delivered for and on behalf of
 DEUTSCHE BANK AG, LONDON BRANCH
 as Security Trustee

by

C. HOEFFE C. FRANKS Print Name

V.P. V.P. Title

in the presence of this witness:

[REDACTED] Witness

ELIZABETH POON Full Name

SOLICITOR Occupation

Address


ALLEN & OVERY LLP
 ONE BISHOPS SQUARE
 LONDON E1 6AD
www.allenoverly.com

all together at LONDON

on the 5 day of JUNE 2013


SUBSCRIBED and delivered for and on behalf of
CREDIT SUISSE AG, LONDON BRANCH
 as Facility Agent


by



 N. SRINIVASAN Print Name
 MD Title

in the presence of this witness:


 Witness
 JAMES AULSON Full Name
 LICENSE SOLICITOR Occupation


 M. Cestor
 M.D.

ALLEN & OVERY LLP Address
 ONE BISHOPS SQUARE
 LONDON E1 6AD

all together at www.allenoververy.com LONDON

on the

5

day of

JUNE

2013

SUBSCRIBED and delivered for and on behalf of
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Facility Agent

by



PHILIP BOWDEN Print Name

ATTORNEY Title

in the presence of this witness:

 Witness

ELIZABETH POON Full Name

SOLICITOR Occupation

Allen & Overy LLP Address

One Bishop's Square
London E76AD

all together at LONDON

on the 7 day of JUNE 2013