

# M

CHFP041

COMPANIES FORM No. 466(Scot)

## Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

# 466

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

COMPANIES HOUSE  
FEE PAID  
EDINBURGH

Please do not  
write in  
this margin

Pursuant to section 410 and 466 of the Companies Act 1985

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

For official use

Company number

Please complete  
legibly, preferably  
in black type or,  
bold block lettering

\* insert full name  
of company

Name of company

\*Telewest Communications (Falkirk) Limited (the "Chargor")

Date of creation of the charge (note 1)

10 June 2010

Description of the instrument creating or evidencing the charge or of any ancillary document which has been altered (note 1)

Composite debenture dated 10 June 2010 (the "2010 Composite Debenture")

Names of the persons entitled to the charge

Deutsche Bank AG London Branch, as security trustee for the Beneficiaries (the "Security Trustee").

Short particulars of all the property charged

See paper apart 5.

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

Dundas & Wilson CS LLP  
Saltire Court  
20 Castle Terrace  
Edinburgh EH1 2EN  
SAG/DOR/CLP/DEU002.0064

For official use (02/2006)

Charges Section

WEDNESDAY



\*S4MWYL30\*

SCT

23/06/2010

527

COMPANIES HOUSE

Names and addresses of the persons who have executed the instrument of alteration (note 2)

Please do not  
write in  
this margin

See Paper Apart 1

*Please complete  
legibly, preferably  
in black type, or  
bold block lettering*

Date(s) of execution of the instrument of alteration

10 June 2010

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking pari passu with, the floating charge

See Paper Apart 2

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

Please do not  
write in  
this margin

*Please complete  
legibly, preferably  
in black type, or  
bold block lettering*

See Paper Apart 3

Continued Over

COM466/3

Continuation of the statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

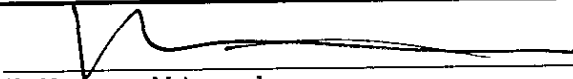
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this margin

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legibly, preferably  
in black type, or  
bold block lettering*

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

Signed

Date 23 June 2010

On behalf of  [company] [chargee] †

† delete as  
appropriate

#### Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act.
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is: Companies Registration Office, 37 Castle Terrace, Edinburgh EH1 2EB DX 235 Edinburgh or LP - 4 Edinburgh 2

This is Paper Apart 1 applicable to the foregoing Form 466 in respect of deed of accession dated 10 June 2010 relative to a Group Intercreditor Deed among, amongst others, Deutsche Bank AG, London Branch (as Original Facility Agent and Original Security Trustee), the Original Senior Borrowers, the Original Senior Guarantors, the Senior Lenders, the Hedge Counterparties, the Intergroup Debtors and the Intergroup Creditors (all as defined therein) originally dated 3 March 2006, as amended on 13 June 2006, 10 July 2006, 31 July 2006, 15 May 2008 and 30 October 2009 and as amended and restated on 8 January 2010 ("Group Intercreditor Deed")

Names and addresses of the persons who have executed the deed of accession:

NAME	ADDRESS
BARNSLEY CABLE COMMUNICATIONS LIMITED	160 Great Portland Street, London, W1W 5QA
DONCASTER CABLE COMMUNICATIONS LIMITED	160 Great Portland Street, London, W1W 5QA
HALIFAX CABLE COMMUNICATIONS LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (CUMBERNAULD) LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (DUMBARTON) LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (FALKIRK) LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (GLENROTHES) LIMITED	160 Great Portland Street, London, W1W 5QA
WAKEFIELD CABLE COMMUNICATIONS LIMITED	160 Great Portland Street, London, W1W 5QA
DEUTSCHE BANK AG, LONDON BRANCH	Winchester House 1 Great Winchester Street London EC2N 2DB

Names and Addresses of the persons who have executed the Group Intercreditor Deed:

	Name	Address
<b>The Original Facility Agent</b> (for itself and on behalf of the Original Security Trustee, the Senior Lenders and the Existing Hedge Counterparties (as defined below))		
1.	Deutsche Bank AG, London Branch	Winchester House 1 Great Winchester Street London EC2N 2DB
<b>The Ultimate Parent</b>		
2.	Virgin Media Inc.	Virgin Media House Bartley Wood Business Park Hook Hampshire RG27 9UP
<b>The Parent</b>		
3.	Virgin Media Finance PLC	Virgin Media House Bartley Wood Business Park Hook Hampshire RG27 9UP
<b>UK Borrowers</b>		
4.	Virgin Media Investment Holdings Limited	Virgin Media House Bartley Wood Business Park Hook Hampshire RG27 9UP
5.	VMIH Sub Limited	As Above
6.	Telewest Communications Networks Limited	As Above
7.	Telewest Communications Group Limited	As Above
8.	Virgin Media Limited	As Above
<b>US Borrower</b>		
9.	Virgin Media Dover LLC	Virgin Media House Bartley Wood Business Park Hook Hampshire RG27 9UP

(The UK Borrowers and the US Borrower, together being the "**Original Senior Borrowers**").

**Obligors' Agent**

10.	Virgin Media Investment Holdings Limited  (as Obligors' Agent for the entities listed below as the Original Senior Guarantors, Intergroup Creditors and Intergroup Debtors)	Virgin Media House Bartley Wood Business Park Hook Hampshire RG27 9UP
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Names and Addresses of additional persons who are bound by the terms of the Intercreditor Amendment and Restatement Deed:

	Name	Address
<b>The Original Security Trustee</b>		
11.	Deutsche Bank AG, London Branch	Winchester House 1 Great Winchester Street London EC2N 2DB
<b>The Senior Lenders</b>		
Please see Paper Apart 4 for definition of Senior Lenders		
<b>The Existing Hedge Counterparties</b>		
12.	ABN Amro Bank N.V.	199 Bishopsgate London EC2M 3XW
13.	Barclays Bank plc	Murray House 1 Royal Mint Court London EC3N 4HH
14.	BNP Paribas	10 Harewood Avenue London NW1 6AA
15.	Calyon	Broadwalk House 5 Appold Street London EC2A 2DA
16.	Commerzbank Aktiengesellschaft	60 Gracechurch Street London EC3V 0HR
17.	Cooperative Centrale Raiffeisen-Boerenleenbank BA (trading as Rabobank International), London Branch	Thames Court One Queenhithe London EC4V 3RL
18.	Credit Suisse International	1-5 Cabot Square London E14 4QJ
19.	Deutsche Bank AG, London Branch	Winchester House 1 Great Winchester Street

		London EC2N 2DB
20.	Fortis Bank SA NV	Montagne Du Parc, 3 B-1000 Brussels
21.	Goldman Sachs International	Peterborough Court 133 Fleet Street London EC4A 2BB
22.	HSBC Bank plc	Level 22 8 Canada Square London E14 5HQ
23.	Lloyds TSB Bank plc	25 Gresham Street London EC2V 7HN
24.	Natixis Banques Populaires	85 King William Street London EC4N 7BL
25.	Société Générale	Tour Société Générale 17 Cours Valmy 92972 Paris La Defense CED
26.	The Governor and Company of the Bank of Ireland	Bow Bells House, 1 Bread Street, London, EC4M 9BE
27.	Bank of Scotland plc	The Mound Edinburgh Eh1 1YZ
28.	The Royal Bank of Scotland plc	36 St Andrew Square Edinburgh EH2 2YB
29.	WestLB AG	WestLB AG Herzogstrasse 15 D-40217 Düsseldorf Germany  AND  Woodgate Exchange, 25 Basinghall Street, London, EC2V 5HA
<b>The Original Senior Guarantors, Intergroup Creditors and Intergroup Debtors</b>		
<b>NTL</b>		
30.	Andover Cablevision Limited	Virgin Media House Bartley Wood Business Park Hook Hampshire RG27 9UP
31.	Anglia Cable Communications Limited	As Above



32.	Berhamsted Properties & Building Contractors Limited	As Above
33.	Cable Television Limited	As Above
34.	Cable Thames Valley Limited	As Above
35.	CableTel Cardiff Limited	As Above
36.	CableTel (UK) Limited	As Above
37.	CableTel Central Herfordshire Limited	As Above
38.	CableTel Herfordshire Limited	As Above
39.	CableTel Herts and Beds Limited	As Above
40.	CableTel Investments Limited	As Above
41.	CableTel Newport	As Above
42.	CableTel North Bedfordshire Limited	As Above
43.	CableTel Scotland Limited	Media House 60 Maxwell Road Glasgow G41 1PR
44.	CableTel Surrey and Hampshire Limited	Virgin Media House Bartley Wood Business Park Hook Hampshire RG27 9UP
45.	CableTel Telecom Supplies Limited	As Above
46.	CableTel West Glamorgan Limited	As Above
47.	CableTel West Riding Limited	As Above
48.	Cambridge Cable Services Limited	As Above
49.	Cambridge Holding Company Limited	As Above
50.	CCL Corporate Communications Services Limited	As Above
51.	Chartwell Investors L.P.	As Above
52.	Columbia Management Limited	As Above
53.	ComTel Cable Services Limited	As Above
54.	ComTel Coventry Limited	As Above
55.	Credit-Track Debt Recovery Limited	As Above
56.	Diamond Cable (Bassetlaw) Limited	As Above

57.	Diamond Cable (Burton-Upon-Trent) Limited	As Above
58.	Diamond Cable (Chesterfield) Limited	As Above
59.	Diamond Cable (Grantham) Limited	As Above
60.	Diamond Cable (Grimclee) Limited	As Above
61.	Diamond Cable (Hinckley) Limited	As Above
62.	Diamond Cable (Leicester) Limited	As Above
63.	Diamond Cable (Lincoln) Limited	As Above
64.	Diamond Cable (Lincolnshire) Limited	As Above
65.	Diamond Cable (Mansfield) Limited	As Above
66.	Diamond Cable (Melton Mowbray) Limited	As Above
67.	Diamond Cable (Newark-On-Trent) Limited	As Above
68.	Diamond Cable (Ravenshead) Limited	As Above
69.	Diamond Cable (Vale of Belvoir) Limited	As Above
70.	Diamond Cable Acquisitions Limited	As Above
71.	Diamond Cable Communications Limited	As Above
72.	Diamond Cable Construction Limited	As Above
73.	Diamond Cable CPE Limited	As Above
74.	Diamond Holdings Limited	As Above
75.	Diamond Visual Communications Limited	As Above
76.	Digital Television Network Limited	As Above
77.	DTELS Limited	As Above
78.	East Coast Cable Limited	As Above
79.	East Midlands Cable Communications Limited	As Above
80.	East Midlands Cable Group Limited	As Above
81.	East Midlands Cable Holdings Limited	As Above
82.	Enablis Limited	As Above
83.	Heartland Cablevision (UK) Limited	As Above
84.	Heartland Cablevision II (UK) Limited	As Above

85.	Herts Cable Limited	As Above
86.	Jewel Holdings Limited	As Above
87.	Lanbase European Holdings Limited	As Above
88.	Lanbase Limited	As Above
89.	LCL Cable (Holdings) Limited	As Above
90.	LCL Telephones Limited	As Above
91.	Lichfield Cable Communications Limited	As Above
92.	Maza Limited	As Above
93.	Metro Hertfordshire Limited	As Above
94.	Metro South Wales Limited	As Above
95.	NNS UK Holdings 1 LLC	As Above
96.	NNS Y.K. Holdings 2, Inc.	As Above
97.	North CableComms Holdings, Inc	As Above
98.	North CableComms L.L.C.	As Above
99.	North CableComms Management, Inc.	As Above
100.	Northampton Cable Television Limited	As Above
101.	NTL (Aylesbury and Chiltern) Limited	As Above
102.	NTL (B) Limited	As Above
103.	NTL (Broadland) Limited	As Above
104.	NTL (Chichester) Limited	As Above
105.	NTL (City and Westminster) Limited	As Above
106.	NTL (County Durham) Limited	As Above
107.	NTL (CRUK) Limited	As Above
108.	NTL (CWC holdings)	As Above
109.	NTL (CWC) Corporation Limited	As Above
110.	NTL (CWC) Limited	As Above
111.	NTL (CWC) Management	As Above
112.	NTL (CWC) No. 2 Limited	As Above

113.	NTL (CWC) No. 3 Limited	As Above
114.	NTL (CWC) No. 4 Limited	As Above
115.	NTL (CWC) Programming Limited	As Above
116.	NTL (CWC) UK	As Above
117.	NTL (Ealing) Limited	As Above
118.	NTL (Eastbourne and Hastings) Limited	As Above
119.	NTL (Fenland) Limited	As Above
120.	NTL (Greenwich and Lewisham) Limited	As Above
121.	NTL (Hampshire) Limited	As Above
122.	NTL (Harrogate) Limited	As Above
123.	NTL (Harrow) Limited	As Above
124.	NTL (Kent) Limited	As Above
125.	NTL (Lambeth and Southwark) Limited	As Above
126.	NTL (Leeds) Limited	As Above
127.	NTL (Norwich) Limited	As Above
128.	NTL (Peterborough) Limited	As Above
129.	NTL (South East) Limited	As Above
130.	NTL (South London) Limited	As Above
131.	NTL (Southampton and Eastleigh) Limited	As Above
132.	NTL (Sunderland) Limited	As Above
133.	NTL (Thamesmead) Limited	As Above
134.	NTL (Triangle) LLC	As Above
135.	NTL (V) Limited	As Above
136.	NTL (Wandsworth) Limited	As Above
137.	NTL (Wearside) Limited	As Above
138.	NTL (West London) Limited	As Above
139.	NTL (Yorcan) Limited	As Above
140.	NTL (York) Limited	As Above

141.	NTL Acquisition Company Limited	As Above
142.	NTL Bolton Cablevision Holding Company	As Above
143.	NTL Bromley Company	As Above
144.	NTL Business (Ireland) Limited	As Above
145.	NTL Business Limited	As Above
146.	NTL Cablecomms Bolton	As Above
147.	NTL Cablecomms Bromley	As Above
148.	NTL Cablecomms Bury and Rochdale	As Above
149.	NTL Cablecomms Cheshire	As Above
150.	NTL Cablecomms Derby	As Above
151.	NTL Cablecomms East Lancashire	As Above
152.	NTL Cablecomms Greater Manchester	As Above
153.	NTL Cablecomms Group Limited	As Above
154.	NTL Cablecomms Group, Inc.	As Above
155.	NTL Cablecomms Holdings No. 1 Limited	As Above
156.	NTL Cablecomms Holdings No. 2 Limited	As Above
157.	NTL Cablecomms Lancashire No. 1	As Above
158.	NTL Cablecomms Lancashire No. 2	As Above
159.	NTL Cablecomms Limited	As Above
160.	NTL Cablecomms Macclesfield	As Above
161.	NTL Cablecomms Manchester Limited	As Above
162.	NTL Cablecomms Oldham and Tameside	As Above
163.	NTL Cablecomms Solent	As Above
164.	NTL Cablecomms Staffordshire	As Above
165.	NTL Cablecomms Stockport	As Above
166.	NTL Cablecomms Surrey	As Above
167.	NTL Cablecomms Sussex	As Above
168.	NTL Cablecomms Wessex	As Above

169.	NTL Cablecomms West Surrey Limited	As Above
170.	NTL Cablecomms Wirral	As Above
171.	NTL Cambridge Limited	As Above
172.	NTL Chartwell Holdings 2, Inc.	As Above
173.	NTL Chartwell Holdings, Inc.	As Above
174.	NTL Chartwell Holdings Limited	As Above
175.	NTL Communications Services Limited	As Above
176.	NTL Darlington Limited	As Above
177.	NTL Derby Cablevision Holding Company	As Above
178.	NTL Equipment No. 1 Limited	As Above
179.	NTL Equipment No. 2 Limited	As Above
180.	NTL Finance Limited	As Above
181.	NTL Glasgow	Media House 60 Maxwell Road Glasgow G41 1PR
182.	NTL Glasgow Holdings Limited	Media House 60 Maxwell Road Glasgow G41 1PR
183.	NTL Holdings (Broadland) Limited	160 Great Portland Street London W1W 5QA
184.	NTL Holdings (East London) Limited	As Above
185.	NTL Holdings (Fenland) Limited	As Above
186.	NTL Holdings (Leeds) Limited	As Above
187.	NTL Holdings (Norwich) Limited	As Above
188.	NTL Holdings (Peterborough) Limited	As Above
189.	NTL Internet Limited	As Above
190.	NTL Internet Services Limited	As Above
191.	NTL Investment Holdings Limited	As Above
192.	NTL Irish Holdings Limited	As Above
193.	NTL Kirklees	As Above
194.	NTL Kirklees Holdings Limited	As Above

195.	NTL Limited	As Above
196.	NTL Manchester Cablevision Holding Company	As Above
197.	NTL Microclock Services Limited	As Above
198.	NTL Midlands Limited	As Above
199.	NTL Milton Keynes Limited	As Above
200.	NTL National Network Limited	As Above
201.	NTL Networks Limited	As Above
202.	NTL North CableComms Holdings, Inc.	As Above
203.	NTL North CableComms Management, Inc.	As Above
204.	NTL Partcheer Company Limited	As Above
205.	NTL Programming Subsidiary Company	As Above
206.	NTL Rectangle Limited	As Above
207.	NTL Sideoffer Limited	As Above
208.	NTL Solent Company	As Above
209.	NTL Solent Telephone and Cable TV Company Limited	As Above
210.	NTL South CableComms Holdings, Inc.	As Above
211.	NTL South CableComms Management, Inc.	As Above
212.	NTL South Central Limited	As Above
213.	NTL South Wales Limited	As Above
214.	NTL Streetunique Projects Limited	As Above
215.	NTL Streetunit Projects Limited	As Above
216.	NTL Streetusual Services Limited	As Above
217.	NTL Streetvision Services Limited	As Above
218.	NTL Streetvital Services Limited	As Above
219.	NTL Streetwarm Services Limited	As Above
220.	NTL Streetwide Services Limited	As Above
221.	NTL Strikeagent Trading Limited	As Above

222.	NTL Strikeamount Trading Limited	As Above
223.	NTL Strikeapart Trading Limited	As Above
224.	NTL Surrey Company	As Above
225.	NTL Sussex Company	As Above
226.	NTL Systems Limited	As Above
227.	NTL Technical Support Company Limited	As Above
228.	NTL Teesside Limited	As Above
229.	NTL Telecom Services Limited	As Above
230.	NTL UK CableComms Holdings, Inc.	As Above
231.	NTL UK Telephone and Cable TV Holding Company Limited	As Above
232.	NTL Victoria Limited	As Above
233.	NTL Victoria II Limited	As Above
234.	NTL Wessex Company	As Above
235.	NTL Westminster Limited	As Above
236.	NTL Winston Holdings Limited	As Above
237.	NTL Winston Holdings, Inc.	As Above
238.	NTL Wirral Company	As Above
239.	NTL Wirral Telephone and Cable TV Company	As Above
240.	Oxford Cable Limited	As Above
241.	Prospectre Limited	NTL House 60 Maxwell Road Glasgow G41 1PR
242.	Secure Backup Systems Limited	Virgin Media House Bartley Wood Business Park Hook Hampshire RG27 9UP
243.	South CableComms Holdings, Inc.	As Above
244.	South CableComms L.L.C.	As Above
245.	South CableComms Management, Inc.	As Above
246.	Southern East Anglia Cable Limited	As Above



247.	Stafford Communications Limited	As Above
248.	Swindon Cable Limited	As Above
249.	Tamworth Cable Communications Limited	As Above
250.	VMIH Sub Limited	As Above
251.	Virgin Media Dover LLC	As Above
252.	Virgin Media Group Limited	As Above
253.	Virgin Net Limited	As Above
254.	Vision Networks Services UK Limited	As Above
255.	Wessex Cable Limited	As Above
256.	Winston Investors L.L.C.	As Above
257.	XL Debt Recovery Agency Limited	As Above
258.	X-Tant Limited	As Above
	<b><u>Telewest Group Companies</u></b>	
259.	Birmingham Cable Corporation Limited	As Above
260.	Birmingham Cable Limited	As Above
261.	Cable Camden Limited	As Above
262.	Cable Enfield Limited	As Above
263.	Cable Hackney & Islington Limited	As Above
264.	Cable Haringey Limited	As Above
265.	Cable London Limited	As Above
266.	Central Cable Holdings Limited	As Above
267.	Crystal Palace Radio Limited	As Above
268.	Filegale Limited	As Above
269.	General Cable Group Limited	As Above
270.	General Cable Holdings Limited	As Above
271.	General Cable Limited	As Above
272.	Imminus Limited	As Above

273.	Middlesex Cable Limited	As Above
274.	Sheffield Cable Communications Limited	As Above
275.	Southwestern Bell International Holdings Limited	As Above
276.	Telewest Communications (Central Lancashire) Limited	As Above
277.	Telewest Communications (Cotswolds) Limited	As Above
278.	Telewest Communications (Liverpool) Limited	As Above
279.	Telewest Communications (London South) Limited	As Above
280.	Telewest Communications (Midlands and North West) Limited	As Above
281.	Telewest Communications (Midlands) Limited	As Above
282.	Telewest Communications (Nominees) Limited	As Above
283.	Telewest Communications (North East) Limited	As Above
284.	Telewest Communications (North West) Limited	As Above
285.	Telewest Communications (South East) Limited	As Above
286.	Telewest Communications (South Thames Estuary) Limited	As Above
287.	Telewest Communications (South West) Limited	As Above
288.	Telewest Communications (St. Helens & Knowsley) Limited	As Above
289.	Telewest Communications (Tyneside) Limited	As Above
290.	Telewest Communications (Wigan) Limited	As Above
291.	Telewest Communications Cable Limited	As Above
292.	Telewest Communications Group Limited	As Above
293.	Telewest Communications Holdings Limited	As Above
294.	Telewest Communications Networks Limited	As Above
295.	Telewest UK Limited	As Above
296.	Telewest Limited	As Above
297.	Telewest Parliamentary Holdings Limited	As Above
298.	The Cable Corporation Limited	As Above

299.	Theseus No. 1 Limited	As Above
300.	Theseus No. 2 Limited	As Above
301.	Windsor Television Limited	As Above
302.	Yorkshire Cable Communications Limited	As Above
303.	The Yorkshire Cable Group Limited	As Above
304.	EuroBell (Holdings) Limited	As Above
305.	EuroBell (Sussex) Limited	As Above
306.	EuroBell (South West) Limited	As Above
307.	EuroBell (West Kent) Limited	As Above
308.	EuroBell (IDA) Limited	As Above
309.	EuroBell Internet Services Limited	As Above
310.	EuroBell CPE Limited	As Above
311.	EuroBell Limited	As Above
312.	EMS Investments Limited	As Above
313.	EuroBell (No. 2) Limited	As Above
314.	EuroBell (No. 3) Limited	As Above
315.	EuroBell (No. 4) Limited	As Above <sup>1</sup>
	<b><u>Scottish Companies</u></b>	
316.	Telewest Communications (Dundee & Perth) Limited	1 South Gyle Crescent Edinburgh EH12 9EG
317.	Telewest Communications (Motherwell) Limited	As Above
318.	Telewest Communications (Scotland Holdings) Limited	As Above
319.	Telewest Communications (Scotland) Limited	As Above
	<b><u>Jersey Company</u></b>	
320.	Birmingham Cable Finance Limited	Virgin Media House Bartley Wood Business Park Hook Hampshire RG27 9UP
	<b><u>Partnerships and Joint Ventures</u></b>	

321.	Avon Cable Joint Venture	As Above
322.	Avon Cable Limited Partnership	As Above
323.	Cotswold Cable Limited Partnership	As Above
324.	Edinburgh Cable Limited Partnership	As Above
325.	Estuaries Cable Limited Partnership	As Above
326.	London South Cable Partnership	As Above
327.	TCI/US West Cable Communications Group	As Above
328.	Telewest Communications (London South) Joint Venture	As Above
329.	Telewest Communications (Cotswold) Venture	As Above
330.	Telewest Communications (North East) Partnership	As Above
331.	Telewest Communications (Scotland) Venture	As Above
332.	Telewest Communications (South East) Partnership	As Above
333.	Tyneside Cable Limited Partnership	As Above
334.	United Cable (London South) Limited Partnership	As Above
	<b><u>Flextech</u></b>	
335.	Flextech Broadband Limited	As Above
336.	Flextech Broadcasting Limited	As Above
337.	Screenshop Limited	As Above
338.	Living TV Limited	As Above
339.	Trouble TV Limited	As Above
340.	Challenge TV Limited	As Above
341.	Bravo TV Limited	As Above
342.	Ed Stone TV Limited	As Above
343.	United Artists Investments Limited	As Above
344.	Flextech Business News Limited	As Above
345.	Continental Shelf 16 Limited	As Above
346.	TVS Television Limited	As Above

347.	TVS Pension Fund Trustees Limited	As Above
348.	Telso Communications Limited	As Above
349.	Flextech Rights Limited	As Above
350.	Minotaur International Limited	As Above
351.	Flextech Television Limited	As Above
352.	Interactive Digital Sales Limited	As Above
353.	Flextech Music Publishing Limited	As Above
354.	Flextech (1992) Limited	As Above
355.	Flextech Medial Holdings Limited	As Above
356.	Flextech (Kindernet Investment) Limited	As Above
357.	Flextech-Flexinvest Limited	As Above
358.	Flextech IVS Limited	As Above
359.	Flextech Family Channel Limited	As Above
360.	Flextech Distribution Limited	As Above
361.	Flextech Childrens Channel Limited	As Above
362.	Flextech Communications Limited	As Above
363.	Flextech (Travel Channel) Limited	As Above
364.	Flextech Digital Broadcasting Limited	As Above
365.	Flextech Video Games Limited	As Above

See Paper Apart 4 for definitions

This is Paper Apart 2 applicable to the foregoing Form 466 in respect of deed of accession dated 10 June 2010 relative to a Group Intercreditor Deed among, amongst others, Deutsche Bank AG, London Branch (as Original Facility Agent and Original Security Trustee), the Original Senior Borrowers, the Original Senior Guarantors, the Senior Lenders, the Hedge Counterparties, the Intergroup Debtors and the Intergroup Creditors (all as defined therein) originally dated 3 March 2006, as amended on 13 June 2006, 10 July 2006, 31 July 2006, 15 May 2008 and 30 October 2009 and as amended and restated on 8 January 2010 ("Group Intercreditor Deed")

# **1. NO NEW ENCUMBRANCES**

- 1.1 Until the Senior Discharge Date, no Obligor shall grant or permit any additional Encumbrances, or take any action to perfect any additional Encumbrances, on any asset or property to secure any Series of Senior Liabilities unless it has also granted an Encumbrance on such asset or property to secure all of the other Series of Senior Liabilities to the extent legally possible and without undue burden on the Group (excluding limitations or exclusions in the Security provided to any Series pursuant to the terms of the Senior Finance Documents in respect of such Seires) and has taken all actions to perfect such Encumbrances. To the extent that the foregoing provisions are not complied with for any reason, without limiting any other rights and remedies available to the Security Trustee or other Senior Finance Parties, any amounts received by any Senior Finance Party in contravention of Clause 7.8 of the Group Intercreditor Deed shall forthwith be paid to the Security Trustee for the benefit of the Priority Creditors for application pursuant to and in accordance with Clause 8.2 (*General Application of Proceeds*) of the Group Intercreditor Deed.

# **2. INTERGROUP LIABILITIES**

- 2.1 Until the Final Discharge Date, each Intergroup Debtor undertakes to the Security Trustee and each of the other Beneficiaries that it shall not take, nor permit any Intergroup Creditor nor cooperate with any Intergroup Creditor to take the benefit of, any Prohibited Action in relation to any Intergroup Liability except as contemplated by Clause 5 (*Permitted Payments*) of the Group Intercreditor Deed.

# **3. OBLIGATIONS OF THE INTERGROUP CREDITORS**

- 3.1 Until the Final Discharge Date, each Intergroup Creditor undertakes to the Security Trustee and each of the other Beneficiaries that it shall not agree to, or take the benefit of, any Prohibited Action in relation to any Intergroup Liability except as contemplated in Clause 5 (*Permitted Payments*) of the Group Intercreditor Deed.

See Paper Apart 4 for definitions.

This is Paper Apart 3 applicable to the foregoing Form 466 in respect of deed of accession dated 10 June 2010 relative to a Group Intercreditor Deed among, amongst others, Deutsche Bank AG, London Branch (as Original Facility Agent and Original Security Trustee), the Original Senior Borrowers, the Original Senior Guarantors, the Senior Lenders, the Hedge Counterparties, the Intergroup Debtors and the Intergroup Creditors (all as defined therein) originally dated 3 March 2006, as amended on 13 June 2006, 10 July 2006, 31 July 2006, 15 May 2008 and 30 October 2009 and as amended and restated on 8 January 2010 ("Group Intercreditor Deed")

# 1. RANKING OF SECURITY

1.1 Subject to Clause 8 (*Proceeds of Enforcement of Security*), all existing and future security conferred by the Security will secure all Senior Liabilities (to the extent so secured and subject to the provisions of the Group Intercreditor Deed), the Security Trustee Liabilities and the Hedging Liabilities regardless of:

- (a) the date on which the Senior Liabilities, the Security Trustee Liabilities and the Hedging Liabilities arise;
- (b) whether the Senior Finance Parties or the Hedge Counterparties are obliged to advance moneys included in the Senior Liabilities or the Hedging Liabilities; and
- (c) any fluctuations in the amount of the Senior Liabilities, the Security Trustee Liabilities or the Hedging Liabilities,

and any intermediate discharge of the Senior Liabilities, the Security Trustee Liabilities or the Hedging Liabilities in whole or in part.

1.2 Subject to Clause 8 (*Proceeds of Enforcement of Security*), all existing and future security conferred by the Security shall rank *pari passu* as if it had been created simultaneously and as a continuing security for, and shall not be affected by any fluctuations in, the Secured Obligations. The provisions of Clause 10.1(b) of the Group Intercreditor Deed (as set forth in paragraph 1.2 of Paper Apart 3) shall apply notwithstanding that all or any of the Security is void, set aside or otherwise invalid.

See Paper Apart 4 for definitions

This is Paper Apart 4 applicable to the foregoing Form 466 in respect of deed of accession dated 10 June 2010 relative to a Group Intercreditor Deed among, amongst others, Deutsche Bank AG, London Branch (as Original Facility Agent and Original Security Trustee), the Original Senior Borrowers, the Original Senior Guarantors, the Senior Lenders, the Hedge Counterparties, the Intergroup Debtors and the Intergroup Creditors (all as defined therein) originally dated 3 March 2006, as amended on 13 June 2006, 10 July 2006, 31 July 2006, 15 May 2008 and 30 October 2009 and as amended and restated on 8 January 2010 ("Group Intercreditor Deed")

(The definitions in this paper apart 4 do not apply to paper apart 5 to the Form 466)

**"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.

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

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

**"Business Day"** means a day (other than a Saturday or Sunday) on which (a) banks generally are open for business in London and (b) if such reference relates to a date for the payment or purchase of any sum denominated in:

- (a) euro (A) is a TARGET Day and (B) is a day on which banks generally are open for business in the financial centre selected by the Facility Agent for receipt of payments in euro; or
- (b) in a currency other than euro, banks generally are open for business in the principal financial centre of the country of such currency.

**"Commitments"** shall have the same meaning given to it in the Senior Facilities Agreement.

**"Company"** means Virgin Media Investment Holdings Limited and its successors in title from time to time.

**"Composite Debenture"** means the composite debenture dated 10 June 2010 among, *inter alios*, the Chargor and Deutsche Bank AG London Branch as security trustee for the Beneficiaries.

**"Deed of Accession"** means a Deed of Accession substantially in the form set out in Schedule 1 (*Deed of Accession*) of the Group Intercreditor Deed or in such other form as the Relevant Agent and the Obligors' Agent shall agree.



**"Designated Refinancing Facilities Agreement"** means, upon repayment of all liabilities under the Senior Facilities Agreement and cancellation of all undrawn commitments thereunder, any Refinancing Facilities Agreement designated or redesignated as the "Designated Refinancing Facilities Agreement" by written notice from the Company to the Security Trustee (with a copy to each Authorised Representative). Only one agreement at a time may be a Designated Refinancing Facilities Agreement.

**"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 Control Event"** means when (x) 60 consecutive Business Days have lapsed since both of the following have occurred at the same time (i) the aggregate outstanding principal amount and undrawn uncanceled commitments under the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement is less than £1.0 billion and (ii) the aggregate outstanding principal amount and undrawn commitments under the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement represents less than 60% (sixty percent) of the aggregate outstanding principal amount and undrawn commitments under all Senior Liabilities and (y) both conditions under clauses (i) and (ii) continue to exist on such 60th Business Day.

**"Exposure"** means, in respect of any Hedge Counterparty, an amount equal to the aggregate of:

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

**"Facility Agent"** means the Original Facility Agent or its successor or any agent, trustee or other person fulfilling a similar role under the Senior Facilities Agreement or the Designated Refinancing Facilities Agreement from time to time.

**"Final Discharge Date"** means the later of the Senior Discharge Date and the Hedging Discharge Date.

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

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

**"Group Intercreditor Deed"** means the group intercreditor deed between, amongst others, Deutsche Bank AG, London Branch (as Original Facility Agent and Original Security Trustee), the Original Senior Borrowers, the Original Senior Guarantors, the Senior Lenders, the Hedge Counterparties, the Intergroup Debtors and the Intergroup Creditors (all as defined therein) originally dated 3 March 2006, as amended and restated on 13 June 2006, 10 July 2006, 31 July 2006, 15 May 2008, 30 October 2009 and 8 January 2010.

**"Hedge Counterparties"** means, collectively, the Existing Hedge Counterparties and, following their accession to the Group Intercreditor Deed in accordance with the provisions of Clause 18.3 (*New Creditors*) of the Group Intercreditor Deed, any New Hedge Counterparties.

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

**"Hedging Arrangements"** means any interest rate or currency protection arrangements (whether by way of interest rate or cross currency swap, cap, collar or otherwise) from time 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 Senior Facilities Agreement 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.

**"Instructing Party"** means:

- (a) prior to the Senior Discharge Date:
  - (i) prior to an Enforcement Control Event, the Instructing Group (as defined in the Senior Facilities Agreement 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 66⅔% (sixty-six and two-thirds percent) of the aggregate Exposure of all Hedge Counterparties at the relevant date of determination.

**"Intergroup Creditor"** means:

- (a) as at the date of the Group Intercreditor Deed, each member of the Group that is a creditor in respect of any Intergroup Liabilities of any Obligor; and
- (b) at any time after the date of the Group Intercreditor Deed, each person who becomes a creditor in respect of any Intergroup Liabilities and who accedes to the Group Intercreditor Deed in the capacity of an Intergroup Creditor by its execution and delivery of a Deed of Accession.

**"Intergroup Debtor"** means:

- (a) as at the date of the Group Intercreditor Deed, any Obligor that is a debtor in respect of any Intergroup Liabilities; and
- (b) at any time after the date of the Group Intercreditor Deed, each person who becomes a debtor in respect of any Intergroup Liabilities and who accedes to the Group Intercreditor Deed in the capacity of an Intergroup Debtor by its execution and delivery of a Deed of Accession.

**"Intergroup Liabilities"** means all present and future obligations constituted by Indebtedness owed by any Intergroup Debtor to any Intergroup Creditor together with any related Additional Liabilities owed to any Intergroup Creditor and together also with all costs, charges and expenses incurred by any Intergroup Creditor in connection with the protection, preservation or enforcement of its rights in respect of such amounts.

**"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 Hedge Counterparty"** means each party to a Hedging Agreement which has acceded to this Deed as a Hedge Counterparty in accordance with the provisions of Clause 18.3 (*New Creditors*) of the Group Intercreditor Deed and **"New Hedge Counterparties"** means all such parties.

**"New Senior Liabilities"** shall have the meaning given to such term in Clause 12 (*New Senior Liabilities*) (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).

**"Obligors"** means the Original Senior Borrowers, the Original Senior Guarantors and any debtor or grantor of guarantees and/or security in respect of the Senior Facilities Agreement, any Refinancing Facilities Agreement or any other Senior Finance Document.

**"Obligors' Agent"** means the Company in its capacity as agent pursuant to Clause 30.18 (*Obligors' Agent*) of the Senior Facilities Agreement, or any person acting in a corresponding capacity pursuant to any Designated Refinancing Facilities Agreement.

**"Priority Creditors"** means the Senior Finance Parties and the Hedge Counterparties.

**"Priority Liabilities"** means the Senior Liabilities and the Hedging Liabilities.

**"Prohibited Actions"** means in relation to an Intergroup Liability:

- (i) the payment, repayment or purchase of such Intergroup Liability or any part thereof;
- (ii) the discharge by way of set-off, combination of accounts or other similar action with respect to such Intergroup Liability or any part thereof unless effected pursuant to any mandatory requirement of applicable law;

- (iii) the creation of any Encumbrance over any or all of the assets or revenues of the Intergroup Debtor in respect of such Intergroup Liability;
- (iv) the giving of a guarantee or other assurance against financial loss in respect of such Intergroup Liability;
- (v) any action whereby the priority as to payment of such Intergroup Liability under the Group Intercreditor Deed is altered; or
- (vi) any action prohibited in accordance with Clause 7.4 (*Restrictions on Enforcement by Intergroup Creditors*) of the Group Intercreditor Deed.

**"Refinancing Facilities Agreement"** means any agreement under which debt facilities are made available for the refinancing of the facilities made available under the Senior Facilities Agreement or any Designated Refinancing Facilities Agreement and which is designated as such by the Company 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 Senior Facilities Agreement or any Designated Refinancing Facilities Agreement that it is refinancing plus any amount permitted to be incurred under Clause 12 (*New Senior Liabilities*) of the Group Intercreditor Deed.

**"Relevant Agent"** means (i) prior to the Enforcement Control Event, the Facility Agent 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.

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

**"Security"** means the security granted by the Obligor pursuant to the Security Documents.

**"Security Documents"** means the Security Documents (as defined in the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement) and 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 Priority Liabilities.

**"Security Trustee"** means the Original Security Trustee or its successor (and/or any replacement or additional security trustee under any Security Trust Agreement).

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

**"Senior Discharge Date"** means the first date on which:

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

**"Senior Facilities Agreement"** means the senior facilities agreement dated 3 March 2006 (as amended and restated from time to time) between *inter alia* the Ultimate Parent, the Original Borrowers, the Original Facility Agent, the Original Security Trustee and the Senior Lenders.

**"Senior Finance Documents"** means (i) the Relevant Finance Documents (as defined in the Senior Facilities Agreement) 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 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 Senior Facilities Agreement 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 Lenders"** means a bank or financial institution or other person which has become (and remains) a party hereto as a Senior Lender in accordance with the provisions of Clause 18.3 (*New Creditors*) of the Group Intercreditor Deed and in accordance with the provisions of the Senior Facilities Agreement or any Designated Refinancing Facilities Agreement.

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

- (i) the Security Documents (other than the share charge agreement specified in paragraph 2 of Part 4 of Schedule 4 (*Vanilla Initial Security Documents*) to the Senior Facilities Agreement and the assignment of loans dated 31 July 2006 granted by the Parent in favour of the Security Trustee in respect of the shares of the Company (the **"C Facility Security Documents"**)) only, Senior Liabilities shall not include any C Facility Liabilities (as defined in the Senior Facilities Agreement); and
- (ii) the C Facility Security Documents only, Senior Liabilities shall not include any C Facility Liabilities other than the liabilities of the Parent under paragraph (b) of Clause 29.1 (*Guarantee*) and paragraph (b) of Clause 29.2 (*Indemnity*) of the Senior Facilities Agreement.

**"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.

**"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.

"**Subsidiary**" of a company shall be construed as a reference to:

(a) any company:

- (i) more than 50% of the issued share capital or membership interests of which is beneficially owned, directly or indirectly, by the first-mentioned company; or
- (ii) where the first-mentioned company has the right or ability to control directly or indirectly the affairs or the composition of the board of directors (or equivalent of it) of such company; or
- (iii) which is a Subsidiary of another Subsidiary of the first-mentioned company; or

(b) for the purposes of Clause 22 (*Financial Information*) of the Senior Facilities Agreement and Clause 23 (*Financial Condition*) of the Senior Facilities Agreement and any provision of the Senior Facilities Agreement where the financial terms defined in Clause 23 (*Financial Condition*) of the Senior Facilities Agreement are used, any legal entity which is accounted for under applicable GAAP as a Subsidiary of the first-mentioned company.

This is Paper Apart 5 applicable to the foregoing Form 466 in respect of deed of accession dated 10 June 2010 relative to a Group Intercreditor Deed among, amongst others, Deutsche Bank AG, London Branch (as Original Facility Agent and Original Security Trustee), the Original Senior Borrowers, the Original Senior Guarantors, the Senior Lenders, the Hedge Counterparties, the Intergroup Debtors and the Intergroup Creditors (all as defined therein) originally dated 3 March 2006, as amended on 13 June 2006, 10 July 2006, 31 July 2006, 15 May 2008 and 30 October 2009 and as amended and restated on 8 January 2010 ("Group Intercreditor Deed")

## 1. CHARGING PROVISIONS

### 1.1 Fixed Charge

The Chargor, with full title guarantee and as continuing security for the payment, discharge and performance of the Secured Obligations, has hereby 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) only if and to the extent the rights in question have not been effectively assigned pursuant to Clause 3.2 (Assignments) of the Composite Debenture 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 Clause 3.1(a) (Fixed Charge) of the Composite Debenture, 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 Composite Debenture and the proceeds of sale of all or any part thereof;
  - (ii) to the extent not effectively charged pursuant to Clauses 3.1(a) (Fixed Charge) of the Composite Debenture or 3.1(b)(i) (Fixed Charge) of the Composite Debenture, 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 Composite Debenture);
- (vii) all of its rights, title, interests and benefits in, to or in respect of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the business of 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;
- (viii) all its present and future uncalled capital; and
- (ix) all its present and future patents, registered trade marks and registered designs (if any) including applications for any of the same in any part of the world and including, without limitation, the patents, registered designs and trade marks specified in Schedule 4 (Registered Intellectual Property Rights) of the Composite Debenture.

## 1.2 Assignments

Subject to Clause 3.3 (Non-Assignable Rights) of the Composite Debenture, the Chargor with full title guarantee has hereby 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 entitled; and



- (c) to the extent not charged under the provisions of Clause 3.1(b) (Fixed Charge) of the Composite Debenture all of its present and future Intellectual Property Rights.

### 1.3 Non-Assignable Rights

The Chargor has declared that to the extent that any right, title, interest or benefit described in Clause 3.2 (Assignments) of the Composite Debenture is for any reason not effectively assigned pursuant to Clause 3.2 (Assignments) of the Composite Debenture for whatever reason, the Chargor shall:

- (a) hold the benefit of the same on trust for the Security Trustee as security for the payment and discharge of the Secured Obligations; and
- (b) promptly notify the Security Trustee of the same and the reasons therefor and thereafter take such steps as the Security Trustee may reasonably require to attempt to remove any relevant prohibition or other reason for such failure.

### 1.4 Floating Charge

The Chargor with full title guarantee hereby charges 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 assignment pursuant to Clauses 3.1 (Fixed Charge) of the Composite Debenture and 3.2 (Assignments) of the Composite Debenture 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 such Chargor. The parties to the Composite Debenture have agreed that the floating charge created by Clause 3.4 of the Composite Debenture is a qualifying floating charge for the purposes of paragraph 14 of schedule B1 to the Insolvency Act 1986.

### 1.5 Automatic Conversion of Floating Charge

Notwithstanding anything expressed or implied in the Composite Debenture, if:

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

- (b) any person levies or attempts to levy any distress, execution, sequestration or other process against any of the Charged Assets or takes any steps to enforce any rights against any of the Floating Charge Assets; or
- (c) any meeting of the members of the Chargor is convened to consider a resolution to wind up the Chargor or a petition is presented or application made to wind up the Chargor,

the floating charge created by Clause 3.4 (Floating Charge) of the Composite Debenture over the property or asset concerned shall thereupon automatically without notice be converted into a fixed charge. Nothing in Clause 3.5 of the Composite Debenture shall cause the floating charge created by Clause 3.4 of the Composite Debenture to crystallise solely because a moratorium has been obtained by any person in relation to the Chargor or any person has taken any steps with a view to obtaining a moratorium in relation to the Chargor under Section 1A and Schedule A1 of the Insolvency Act 1986.

#### 1.6 Conversion of Floating Charge by Notice

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

#### 1.7 Rule 3-16 Limitation

- (a) Clause 3.1 (Fixed Charge) and Clause 3.4 (Floating Charge) of the Composite Debenture notwithstanding, the Excluded Charged Assets are not charged under the Composite Debenture to secure the Designated Secured Obligations. For the avoidance of doubt,
  - (i) all other Charged Assets remain charged or assigned (as the case may be) under the Composite Debenture to secure all Secured Obligations, including without limitation the Designated Secured Obligations; and
  - (ii) (such Excluded Charged Assets remain charged under Clause 3.1 (Fixed Charge) and Clause 3.4 (Floating Charge) of the Composite Debenture to secure any Secured Obligations that are not Designated Secured Obligations.

- (b) "Excluded Charged Assets" in relation to any Designated Secured Obligations means any Shares or other securities of a Subsidiary of Virgin Media Inc. (excluding the Shares or other securities issued by Virgin Media Investments Limited and Virgin Media Investment Holdings Limited or, in each case, any successor entity upon any merger, reorganisation or other restructuring effecting it) that are owned by any Chargor to the extent that charging or pledging such Shares or other securities under the Composite Debenture to secure such Designated Secured Obligations would result in Rule 3-16 requiring separate financial statements of such Subsidiary to be filed with the SEC, but (i) only to the extent necessary to not be subject to such requirement, (ii) only for so long as such requirement is in existence and (iii) only if no member of the Group files or is otherwise required to file separate financial statements of such Subsidiary with the SEC under a separate rule or regulation; provided that no shares or securities will constitute Excluded Charged Assets if any member of the Group takes any action in the form of a reorganisation, merger or other restructuring, a principal purpose of which is to provide for the limitation of the charge on any Shares or other securities pursuant to Clause 3.14(a) of the Composite Debenture.
- (c) In the event that Rule 3-16 is amended, modified or interpreted by the SEC to require (or is replaced with another rule or regulation, or any other law, rule or regulation is adopted, which would require) the filing with the SEC (or any other United States federal or state governmental agency) of separate financial statements of any such Subsidiary due to the fact that such Subsidiary's Shares or other securities secure any Designated Secured Obligations, then such Shares or other securities as applicable) of such Subsidiary shall automatically be deemed to be Excluded Charged Assets for such Designated Secured Obligations but (i) only to the extent necessary to not be subject to any such financial statement requirement, (ii) only for so long as such financial statement requirement would otherwise have been applicable to such Subsidiary and (iii) only if no member of the Group files or is otherwise required to file separate financial statements of such Subsidiary with the SEC or such other governmental agency under a separate rule or regulation. If the circumstances described in this paragraph (c) apply, the Composite Debenture may be amended or modified, without the consent of any Senior Finance Party, to the extent necessary to release the charge (but only to the extent securing such Designated Secured Obligations and without prejudice to the charge securing Secured Obligations referred to in paragraph (a)(ii) of Clause 3.14 of the Composite Debenture) in favour of the Security Trustee on the relevant Shares and/or other securities that are so deemed to constitute Excluded Charged Assets.

- (d) In the event that Rule 3-16 is amended, modified or interpreted by the SEC to permit (or is replaced with another rule or regulation, or any other law, rule or regulation is adopted, which would permit) such Subsidiary's Shares and/or other securities to secure any Designated Secured Obligations in excess of the amount then pledged without the filing with the SEC (or any other United States federal or state governmental agency) of separate financial statements of such Subsidiary, then the Shares or other securities (as applicable) of such Subsidiary will automatically be deemed not to be Excluded Charged Assets for such Designated Secured Obligations, but limited to the extent necessary to not be subject to any such financial statement requirement. If the circumstances described in this paragraph (d) apply, the Composite Debenture may be amended or modified, without the consent of any Senior Finance Party, to the extent necessary to charge in favour of the Security Trustee such additional Shares or other securities that were deemed to constitute Excluded Charged Assets.

## 2. **NEGATIVE PLEDGE**

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

## 3. **FURTHER ASSURANCE**

### 3.1 Further Assurance

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 Composite Debenture over the Charged Assets or any part thereof or, on or after the Enforcement Date, to facilitate the realisation of the same.

### 3.2 Certain Documentary Requirements

Such further Encumbrances and assurances shall be prepared by or on behalf of the Security Trustee at the expense of the Chargor (such expense to be reasonable and properly incurred) and shall contain (a) an immediate power of sale without notice, (b) a clause excluding section 93 Law of Property Act 1925 and the restrictions contained in section 103 Law of Property Act 1925 and (c) such other clauses for the benefit of the Beneficiaries as the Security Trustee may reasonably require.

### 3.3 Specific Security Documents Required

The Chargor covenants with the Security Trustee that after the Enforcement Date if and when required by the Security Trustee (acting reasonably) it will to give notice in a form acceptable to the Security Trustee to such persons as the Security Trustee may require of the security over all or any part of the Charged Assets constituted by the Composite Debenture or granted pursuant to it.

#### 4. CONTINUING SECURITY

The Composite Debenture and the obligations of the Chargor under the Composite Debenture shall:

- (a) secure the ultimate balance of the Secured Obligations from time to time owing notwithstanding the dissolution, bankruptcy, liquidation or other Incapacity or any change in the constitution of the Chargor or in the name or style thereof and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever;
- (b) be in addition to, and shall not merge with or otherwise prejudice or affect, any present or future Security Document, Encumbrance, right or remedy held by or available to the Beneficiaries or any of them and/or the Security Trustee and may be enforced notwithstanding the same; and
- (c) not merge with or be in any way prejudiced or affected by the existence of any such Security Documents, Encumbrance, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Beneficiaries or any of them and/or the Security Trustee dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable.

#### 5. POWER OF ATTORNEY

##### 5.1 Power of Attorney

The Chargor, by way of security for the performance of its obligations under the Composite Debenture, has hereby irrevocably appointed each of the Security Trustee and any Receiver of all or any part of the Charged Assets and their respective delegates and sub-delegates each to be its attorney acting severally (or jointly with any other such attorney or attorneys) in its name and on its behalf:

- (a) to execute and complete on or after the Enforcement Date any documents or instruments which the Security Trustee or such Receiver may require for perfecting the

title of the Security Trustee to the Charged Assets or for vesting the same in the Security Trustee, its nominees or any purchaser;

- (b) to sign, execute, seal and deliver and otherwise perfect any further security document or notice referred to in Clause 6 of the Composite Debenture (Real Property: Perfection) in accordance with the terms thereof; and
- (c) otherwise generally on or after the Enforcement Date to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Trustee or a Receiver under the Composite Debenture or which may be deemed expedient by the Security Trustee or a Receiver in connection with any disposition, realisation or getting in by the Security Trustee or such Receiver of the Charged Assets or any part thereof or in connection with any other exercise of any power under the Composite Debenture.

## 5.2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney as is mentioned in Clause 13.1 (Power of Attorney) of the Composite Debenture shall do or purport to do in the exercise of his powers under such clause.

## 5.3 General Power

This appointment shall operate as a general power of attorney under section 10 of the Powers of Attorney Act 1971 and the Chargor hereby covenants with the Security Trustee and separately with any such Receiver to ratify and confirm any document, act or thing and all transactions which any such attorney may lawfully execute or do

For the purposes of this paper apart 5 only, the following words when used shall have the following meanings:

**"Accession Notice"** means a duly completed notice of accession in the form of Part 3 of Schedule 5 (Form of Accession Notice) to the Senior Facilities Agreement with such changes as may be agreed between the Company and the Agent from time to time;

**"Additional Facility Accession Deed"** means an agreement in the form of Part 1 of Schedule 6 to the Senior Facilities Agreement;

**"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;

**"Ancillary Facility Documents"** means the documents and other instruments pursuant to which an Ancillary Facility is made available and the Ancillary Facility Outstandings under it are evidenced;

**"Ancillary Facility Lender"** means any Lender which has notified the Facility Agent that it has agreed to its nomination in a Conversion Notice to be an Ancillary Facility Lender in respect of an Ancillary Facility granted pursuant to the terms of the Senior Facilities Agreement:

**"Arrangers"** means the Mandated Lead Arrangers and "Arranger" means any of them;

**"Assigned Assets"** means, in relation to the Chargor, all the assets of the Chargor described in Clause 3.2 (Assignments) of the Composite Debenture;

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

**"B Facility Accession Deed"** means an accession agreement in the form of Part 2 of Schedule 5 (Form of B Facility Accession Deed) to the Senior Facilities Agreement with such changes as may be agreed between the Company and the Facility Agent from time to time;

**"B Facility Syndication Letter"** means the letter dated on or about the Original Execution Date from the Global Coordinators, Physical Bookrunners, Bookrunners and Mandated Lead Arrangers to the Company in relation to the syndication of the B Facilities;

**"Barclays Intercreditor Agreement"** means the intercreditor agreement dated 3 March 2006 and made between Yorkshire Cable Communications Limited, Sheffield Cable Communications Limited, Yorkshire Cable Properties Limited, Cable London Limited, Barclays and Deutsche Bank AG, London Branch as security trustee for the Beneficiaries;

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

**"Bookrunners"** means Deutsche Bank AG, London Branch, J.P. Morgan plc, The Royal Bank of Scotland plc and Goldman Sachs International;

**"C Facility 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 Senior Finance Parties (or any one or more of them) by way of principal or interest under or in connection with the C Facility together with any related Additional Liabilities owed to the C Facility Lenders (as defined in the Senior Facilities Agreement);

**"Charged Assets"** means all the undertaking, goodwill, property, assets and rights of the Chargor described in Clauses 3.1 (Fixed Charge), 3.2 (Assignments) and 3.4 (Floating Charge) of the Composite Debenture;

**"Charged Land"** means in respect of each Chargor the English Real Property specified in Schedule 3 (Details of Charged Land) of the Composite Debenture;

**"Chargors"** means each of the Original Charging Companies and each of the Original Charging Partnerships;

**"Company"** means:

- (a) VMIH; or
- (b) following a solvent liquidation of VMIH, pursuant to the provisions of Clause 25.18 (Internal Reorganisations) of the Senior Facilities Agreement, NTL Finance Limited;

**"Compliance Certificate"** means a certificate substantially in the form set out in Schedule 8 (Form of Compliance Certificate) to the Senior Facilities Agreement or such other similar form as the Facility Agent shall agree with the Company;

**"Deed of Accession"** means a Deed of Accession substantially in the form set out in Schedule 1 (Deed of Accession) of the Group Intercreditor Deed or in such other form as the Relevant Agent and the Obligors' Agent shall agree;

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



**"Designated Secured Obligations"** means Financial Indebtedness in the form of notes or other such similar instruments of any member of the Group that is designated as "Designated Secured Obligations" by written notice from the Company 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;

**"Documentary Credit"** means a letter of credit, bank guarantee, indemnity, performance bond or other documentary credit issued or to be issued by an LJC Bank pursuant to Clause 4.1 (Conditions to Utilisation) of the Senior Facilities Agreement:

**"Encumbrance"** means:

- (a) a mortgage, charge, pledge, lien, assignation 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 (x) 60 consecutive business days have lapsed since both of the following have occurred at the same time (i) the aggregate outstanding principal amount and undrawn uncanceled commitments under the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement is less than £1.0 billion and (ii) the aggregate outstanding principal amount and undrawn commitments under the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement represents less than 60% (sixty percent) of the aggregate outstanding principal amount and undrawn commitments under all Senior Liabilities and (y) both conditions under clauses (i) and (ii) continue to exist on such 60th business day;

**"Enforcement Date"** means the date on which, following the occurrence of an Event of Default that is continuing, either the Relevant 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 Senior 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 and in respect of the Chargor, 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) a Senior Default; and
- (b) an event of default or termination event (however described) under any Hedging Agreement;

**"Excluded Charged Assets"** in relation to any Designated Secured Obligations means any Shares or other securities of a Subsidiary of Virgin Media Inc. (excluding the Shares or other securities issued by Virgin Media Investments Limited and Virgin Media Investment Holdings Limited or, in each case, any successor entity upon any merger, reorganisation or other restructuring effecting it) that are owned by any Chargor to the extent that charging or pledging such Shares or other securities under the Composite Debenture to secure such Designated Secured Obligations would result in Rule 3-16 requiring separate financial statements of such Subsidiary to be filed with the SEC, but (i) only to the extent necessary to not be subject to such requirement, (ii) only for so long as such requirement is in existence and (iii) only if no member of the Group files or is otherwise required to file separate financial statements of such Subsidiary with the SEC under a separate rule or regulation; provided that no shares or securities will constitute Excluded Charged Assets if any member of the Group takes any action in the form of a reorganisation, merger or other restructuring, a principal purpose of which is to provide for the limitation of the charge on any Shares or other securities pursuant to Clause 3.14(a) of the Composite Debenture;

**"Facilities"** means the A Facility, any Additional Facility, any B Facility, the Revolving Facility, any Ancillary Facility and any Documentary Credit granted to the Borrowers under the Senior Facilities Agreement, and "Facility" means any of them, as the context may require;

**"Facility Agent"** means Deutsche Bank AG, London Branch;

**"Fee Letters"** means the A Facility Fee Letter, any B Facility Fee Letter and the other fee letters referred to in Clauses 16.2 (Arrangement and Underwriting Fee), 16.3 (Agency Fee) and 16.5 (L/C Bank Fee);

**"Finance Lease"** means a lease treated as a capital or finance lease pursuant to GAAP;

**"Finance Documents"** means:

- (a) any Relevant Finance Document;
- (b) any Senior Secured Notes Documents; and
- (c) any other agreement or document designated a "Finance Document" in writing by the Facility Agent and the Company;

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

- (a) moneys borrowed;

- (b) any amount raised by acceptance under any acceptance credit facility;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument (but not, in any case, Trade Instruments) (for the avoidance of doubt excluding any loan notes or similar instruments issued solely by way of consideration for the acquisition of assets in order to defer capital gains or equivalent taxes where such loan notes or similar instruments are not issued for the purpose of raising finance);
- (d) the principal portion of any liability in respect of any Finance Lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) the amount of any liability in respect of any purchase price for assets or services the payment of which is deferred for a period in excess of 150 days in order to raise finance or to finance the acquisition of those assets or services;
- (g) any amount raised under any other transaction (including any forward sale or purchase agreement) required to be accounted for as indebtedness in accordance with GAAP;
- (h) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account, provided that for the purposes of Clause 27.5 (Cross Default) of the Senior Facilities Agreement, only the net amount not paid or which is payable by the relevant member of the Group shall be included);
- (i) any amount raised pursuant to any issue of shares which are expressed to be redeemable (other than at the option of the issuer) in cash (other than redeemable shares in respect of which the redemption is prohibited until after repayment in full of all Outstandings under the Facilities);
- (j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument (but not, in any case, Trade Instruments) issued by a bank or financial or other institution; or
- (k) the amount of any liability in respect of any guarantee or indemnity for the Financial Indebtedness of another person referred to in paragraphs (a) to (j) above.

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

**"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;

**"Floating Charge Assets"** means the assets of each Chargor from time to time expressed to be charged by the Composite Debenture by way of floating charge pursuant to Clause 3.4 (Floating Charge) of the Composite Debenture;

**"GAAP"** means accounting principles generally accepted in the United States;

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

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

**"Hedge Counterparties"** means, collectively, the Existing Hedge Counterparties (as defined in the Group Intercreditor Deed) and, following their accession to the Group Intercreditor Deed in accordance with the provisions of Clause 18.3 (New Creditors) of the Group Intercreditor Deed, any New Hedge Counterparties;

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

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

**"Hedging Obligor"** means any member of the Bank Group (as defined in the Senior Facilities Agreement) 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;

**"Incapacity"** means, in relation to any person, the insolvency, bankruptcy, liquidation, dissolution, winding-up, administration, receivership, amalgamation, reconstruction or other incapacity of that person whatsoever;

**"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);

**"Insurances"** means, in relation to each Chargor, all present and future contracts or policies of insurance (including life policies) in which each 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 each Chargor;

**"Intercompany Indebtedness"** means indebtedness owing by any member of the Group to any Chargor under each of the loan agreements or other debt instruments listed in Schedule 5 (Intercompany Loans) of the Composite Debenture and any other such indebtedness from time to time outstanding;

**"Intergroup Creditor"** means:

- (a) as at the date of the Group Intercreditor Deed, each member of the Group that is a creditor in respect of any Intergroup Liabilities of any Obligor; and
- (b) at any time hereafter, each person who becomes a creditor in respect of any Intergroup Liabilities and who accedes to the Group Intercreditor Deed in the capacity of an Intergroup Creditor by its execution and delivery of a Deed of Accession;

**"Intergroup Debtor"** means:

- (a) as at the date of the Group Intercreditor Deed, any Obligor that is a debtor in respect of any Intergroup Liabilities; and
- (b) at any time hereafter, each person who becomes a debtor in respect of any Intergroup Liabilities and who accedes to the Group Intercreditor Deed in the capacity of an Intergroup Debtor by its execution and delivery of a Deed of Accession;

**"Intergroup Liabilities"** means all present and future obligations constituted by Indebtedness owed by any Intergroup Debtor to any Intergroup Creditor together with any related Additional Liabilities owed to any Intergroup Creditor and together also with all costs, charges and expenses incurred by any Intergroup Creditor in connection with the protection, preservation or enforcement of its rights in respect of such amounts;

**"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;

**"LIC Bank"** means the Original L/C Bank and any other Lender which has been appointed as an L/C Bank in accordance with Clause 5.11 (Appointment and Change of L/C Bank) of the Senior Facilities

Agreement and which has not resigned in accordance with paragraph (c) of Clause 5.11 (Appointment and Change of L/C Bank) of the Senior Facilities Agreement;

**"Lender"** means a person (including each L/C Bank and each Ancillary Facility Lender) which:

- (a) is named in Part 1 of Schedule 1 (Lenders and Commitments) to the Senior Facilities Agreement;
- (b) has become a party to the Senior Facilities Agreement in accordance with the provisions of Clause 37 (Assignments and Transfers) of the Senior Facilities Agreement; or
- (c) has become a party to the Senior Facilities Agreement in accordance with the provisions of Clause 2.7 of the Senior Facilities Agreement,

which in each case has not ceased to be a party to the Senior Facilities Agreement in accordance with the terms of the Senior Facilities Agreement;

**"New Senior Liabilities"** shall have the meaning given to such term in Clause 12 (New Senior Liabilities) of the Group Intercreditor Deed (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);

**"Notice of Assignment"** means a duly completed notice of assignment in the form set out in the relevant Part of Schedule 2 (Notices of Assignment/Acknowledgements) of the Composite Debenture being:

- (a) Part 1, in the case of Intercompany Indebtedness; and
- (b) Part 2, in the case of Insurances;

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

**"Original Charging Companies"** means the companies whose respective registered names, registered numbers and shareholders are set out in Schedule 1 to the Composite Debenture;

**"Original Charging Partnerships"** means the partnerships whose respective names and partners are set out in Schedule 2 to the Composite Debenture;

**"Original Senior Borrowers"** means the parties listed in Part I of Schedule 3 (The Original Senior Borrowers) to the Group Intercreditor Agreement as original borrowers under the Senior Facilities Agreement;

**"Original Senior Guarantors"** means the parties listed in Part II of Schedule 3 (The Original Senior Borrowers) to the Group Intercreditor Agreement as original guarantors under the Senior Facilities Agreement;

**"Outstandings"** means at any time, the Term Facility Outstandings, the Revolving Facility Outstandings and any Ancillary Facility Outstandings;

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

**"Priority Liabilities"** means the Senior Liabilities and the Hedging Liabilities;

**"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;

**"Receiver"** means a receiver and manager, or any other receiver (whether appointed pursuant to the Composite Debenture or any statute, by a court or otherwise) of all or any of the Charged Assets and shall, where permitted by law, include an administrative receiver;

**"Refinancing Facilities Agreement"** means any agreement under which debt facilities are made available for the refinancing of the facilities made available under the Senior Facilities Agreement 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 Senior Facilities Agreement or any Designated Refinancing Facilities Agreement that it is refinancing plus any amount permitted to be incurred under Clause 12 (New Senior Liabilities) of the Group Intercreditor Deed;

**"Related Rights"** means, in relation to any Investment of each 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;

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

**"Relevant Finance Documents"** means:

- (a) the Senior Facilities Agreement, any Documentary Credit, any Accession Notices and any Transfer Deed;
- (b) the Fee Letters;
- (c) the B Facility Syndication Letter;
- (d) any Ancillary Facility Documents;
- (e) the Security Documents;
- (f) the Security Trust Agreement;
- (g) the Group Intercreditor Agreement;
- (h) the HYD Intercreditor Agreement and any Supplemental HYD Intercreditor Agreement;
- (i) the Barclays Intercreditor Agreement;
- (j) the Hedging Agreements either entered into pursuant to Clause 24.9 (Hedging) or permitted to be entered into pursuant to Clause 25.12 (Limitation on Hedging);
- (k) each Additional Facility Accession Deed;
- (l) each B Facility Accession Deed;
- (m) each Utilisation Request;
- (n) each Compliance Certificate; and
- (o) any other agreement or document designated a Relevant Finance Document" in writing by the Facility Agent and the Company;

**"Rule 3-16"** means Rule 3-16 of Regulation S-X under the Securities Act;

**"SEC"** means the United States Securities and Exchange Commission;

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

**"Secured Obligations"** means the Security Trustee Liabilities, the Senior Liabilities and the Hedging Liabilities, provided that any liabilities that have been designated as "New Senior Liabilities" under the Group Intercreditor Deed or are incurred after 31 December 2009 under any Refinancing Facilities Agreement entered into after such date, (a) in breach of the provisions of the Senior Facilities Agreement, or upon its repayment in full and cancellation of all undrawn commitments thereunder (unless there is no Designated Refinancing Facilities Agreement), the Designated Refinancing Facilities Agreement, or any Refinancing Facilities Agreement on the date of such designation (excluding any applicable cure period), or (b) that the Security Trustee, acting reasonably, has not



agreed to act as security trustee for, shall not, in any such case constitute "Secured Obligations" for the purpose of the Composite Debenture;

**"Securities Act"** means the United States Securities Act of 1933, as amended;

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

**"Security Documents"** means the Security Documents (as defined in the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement) and 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 Priority Liabilities;

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

**"Security Trustee"** means Deutsche Bank AG, London Branch as security trustee for the Beneficiaries under the Composite Debenture;

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

**"Senior Default"** means any Event of Default (as defined in the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facility Agreement) and any event of default (howsoever described) under any other Senior Finance Document;

**"Senior Facilities Agreement"** means the senior facilities agreement dated 16 March 2010 (as amended, restated, supplemented or novated from time to time) and made between, inter alia, Virgin Media Inc. as Ultimate Parent, Virgin Media Finance PLC as Parent, Virgin Media Investment Holdings Limited, Virgin Media Limited, Virgin Media Wholesale Limited, VMIH Sub Limited and Virgin Media SFA Finance Limited as Original Borrowers, BNP Paribas London Branch and Deutsche Bank AG, London Branch as Global Coordinators and Physical Bookrunners, BNP Paribas London Branch, Deutsche Bank AG, London Branch, Credit Agricole Corporate and Investment Bank, GE Corporate Finance Bank SAS, Goldman Sachs International, J.P. Morgan PLC, Lloyds TSB Corporate Markets, Merrill Lynch International, The Royal Bank of Scotland plc and UBS Limited as Bookrunners and Mandated Lead Arrangers, Deutsche Bank AG, London Branch as Facility Agent, Deutsche Bank AG, London Branch as Security Trustee and the financial and other institutions named in it as Lenders;

**"Senior Finance Documents"** means (i) the Relevant Finance Documents (as defined in the Senior Facilities Agreement 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 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 Senior Facilities Agreement 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 Lenders"** means a bank or financial institutional or other person which has become (and remains) a party to the Senior Facilities Agreement as a Senior Lender in accordance with the provisions of Clause 18.3 (New Creditors) of the Senior Facilities Agreement and in accordance with the provisions of the Senior Facilities Agreement or any Designated Refinancing Facilities Agreement;

**"Senior Liabilities"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever, but excluding any Hedging Liabilities) of the Obligors (or any one or more of them) to the Senior Finance Parties (or any one or more of them) under or in connection with the Senior Finance Documents, including, without limitation, any New Senior Liabilities provided pursuant to Clause 12 (New Senior Liabilities) of the Senior Facilities Agreement, together with any related Additional Liabilities owed to the Senior Finance Parties in connection with the protection, preservation or enforcement of its rights under the Senior Finance Documents, and provided that for the purposes of the interpretation of the definition of "Senior Liabilities" in:

(i) the Security Documents (other than the share charge agreement specified in paragraph 2 of Part of Schedule 4 (Vanilla Initial Security Documents) to the Senior Facilities Agreement and the assignment of loans dated 31 July 2006 granted by the Parent in favour of the Security Trustee in respect of the shares of the Company (the "C Facility Security Documents")) only, Senior Liabilities shall not include any C Facility Liabilities (as defined in the Senior Facilities Agreement); and

(ii) the C Facility Security Documents only, Senior Liabilities shall not include any C Facility Liabilities other than the liabilities of the Parent under paragraph (b) of Clause 29.1 (Guarantee) and paragraph (b) of Clause 29.2 (Indemnity) of the Senior Facilities Agreement;

**"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;

**"Shares"** means all shares in the capital of any member of the Group, any joint venture or any other person now or in the future legally or beneficially owned by any Chargor and/or any nominee on behalf of any such Chargor;

**"Subsidiary"** of a company shall be construed as a reference to:

(a) any company:

(i) more than 50% of the issued share capital or membership interests of which is beneficially owned, directly or indirectly, by the first-mentioned company; or

(ii) where the first-mentioned company has the right or ability to control directly or indirectly the affairs or the composition of the board of directors (or equivalent of it) of such company; or

(iii) which is a Subsidiary of another Subsidiary of the first-mentioned company; or

(b) for the purposes of Clause 22 (Financial Information) and Clause 23 (Financial Condition) of the Senior Facilities Agreement and any provision of the Senior Facilities Agreement where the financial terms defined in Clause 23 (Financial Condition) of the Senior Facilities Agreement are used, any legal entity which is accounted for under applicable GAAP as a Subsidiary of the first-mentioned company.

**"Supplemental HY Intercreditor Agreement"** means an intercreditor agreement that subordinates any guarantees granted by any member of the Bank Group in respect of any Additional High Yield Notes and/or any High Yield Refinancing on terms satisfactory to the Facility Agent or on terms substantially the same as the HYD Intercreditor Agreement;

**"Trade Instruments"** means any performance bonds, advance payment bonds or documentary letters of credit issued in respect of the obligations (not including Financial Indebtedness) of any member of the Group arising in the ordinary course of trading of that member of the Group;

**"Transfer Deed"** means a duly completed deed of transfer and accession in the form set out in Part 1 of Schedule 5 (Form of Deed of Transfer and Accession) to the Senior Facilities Agreement whereby an existing Lender seeks to transfer to a New Lender all or a part of such existing Lender's rights,

benefits and obligations under the Senior Facilities Agreement as contemplated in Clause 37 (Assignments and Transfers) of the Senior Facilities Agreement and such New Lender agrees to accept such transfer and to be bound by this Agreement and to accede to the HYD Intercreditor Agreement, the Group Intercreditor Agreement and the Security Trust Agreement;

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

**"Utilisation Request"** means

- (a) in relation to an Advance a duly completed notice in the form set out in Part 1 to Schedule 4 (Form of Utilisation Request (Advances)) to the Senior Facilities Agreement; or
- (b) in relation to a Documentary Credit, a duly completed notice in the form set out in Part 2 to Schedule 4 (Form of Utilisation Request (Documentary Credits)) to the Senior Facilities Agreement.



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF AN ALTERATION TO A FLOATING CHARGE**

COMPANY NO. 122481

CHARGE NO. 6

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT  
OF ALTERATION DATED 10 JUNE 2010

WERE DELIVERED PURSUANT TO SECTION 878 OF THE  
COMPANIES ACT 2006  
ON 23 JUNE 2010

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 10  
JUNE 2010

BY TELEWEST COMMUNICATIONS (FALKIRK) LIMITED

IN FAVOUR OF  
DEUTSCHE BANK AG

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 24 JUNE 2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES