IMPORTANT NOTICE

THIS OFFERING IS AVAILABLE ONLY TO INVESTORS WHO ARE EITHER (1) QUALIFIED INSTITUTIONAL BUYERS ("QIBs") UNDER RULE 144A OF THE U.S. SECURITIES ACT, AS AMENDED (THE "SECURITIES ACT") OR (2) NON-U.S. PERSONS OUTSIDE OF THE UNITED STATES (AND, IF INVESTORS ARE RESIDENT IN A MEMBER STATE OF THE EUROPEAN ECONOMIC AREA, A QUALIFIED INVESTOR).

IMPORTANT: You must read the following disclaimer before continuing. The following disclaimer applies to the attached offering memorandum, and you are therefore advised to read this disclaimer page carefully before reading, accessing or making any other use of the attached offering memorandum. In accessing the attached offering memorandum, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from us as a result of such access.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR OTHER JURISDICTION AND THE SECURITIES MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT), EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE LAWS OF OTHER JURISDICTIONS.

THE FOLLOWING OFFERING MEMORANDUM MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORIZED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

Confirmation of Your Representation: In order to be eligible to view this offering memorandum or make an investment decision with respect to the securities, you must: (i) be a non-U.S. person (as defined in Regulation S under the Securities Act), and be outside the United States, provided any investor resident in a member state of the European Economic Area must be a qualified investor (within the meaning of Article 2(1)(e) of Directive 2003/71/EC and any relevant implementing measure in each member state of the European Economic Area; or (ii) be a qualified institutional buyer (as defined in Rule 144A under the Securities Act). You have been sent the attached offering memorandum on the basis that you have confirmed to each of the initial purchasers identified in the attached offering memorandum (each an "**Initial Purchaser**" and collectively, the "**Initial Purchasers**"), being the sender or senders of the attached, that either: (A)(i) you and any customers you represent are non-U.S. persons and (ii) the e-mail address to which this offering memorandum has been delivered is not located in the United States, its territories and possessions, any state of the United States or the District of Columbia ("possessions" include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands); or (B) you and any customers you represent are QIBs and, in either case, that you consent to delivery by electronic transmission.

This offering memorandum has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of transmission and, consequently, none of the Initial Purchasers, any person who controls any Initial Purchaser, Virgin Media Inc. ("**Virgin Media**"), Liberty Global, Inc. ("**LGI**") or any of their subsidiaries, nor any director, officer, employer, employee or agent of theirs, or affiliate of any such person, accepts any liability or responsibility whatsoever in respect of any difference between the offering memorandum distributed to you in electronic format and the hard copy version available to you on request from the Initial Purchasers.

You are reminded that the attached offering memorandum has been delivered to you on the basis that you are a person into whose possession this offering memorandum may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located, and you may not, nor are you authorized to, deliver this offering memorandum to any other person. You will not transmit the attached offering memorandum (or any copy of it or part thereof) or disclose, whether orally or in writing, any of its contents to any other person except with the consent of the Initial Purchasers.

The materials relating to this offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that this offering be made by a licensed broker or dealer and the Initial Purchasers or any affiliate of the Initial Purchasers is a licensed broker or dealer in that jurisdiction, this offering shall be deemed to be made by the Initial Purchasers or such affiliate on behalf of the Issuers in such jurisdiction.

Restrictions: Any securities to be issued will not be registered under the Securities Act or the securities laws of any other jurisdiction and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Notwithstanding the foregoing, prior to the expiration of a 40-day distribution compliance period (as defined under Regulation S under the Securities Act) commencing on the Issue Date (as defined herein), the securities may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons, except pursuant to another exemption from the registration requirements of the Securities Act.

This communication is directed solely at persons who (i) are outside the United Kingdom or (ii) are investment professionals, as such term is defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the "**Financial Promotion Order**") (iii) are persons falling within Article 49(2)(a) to (d) of the Financial Promotion Order and (iv) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services Markets Act 2000 ("FSMA") in connection with the issue or sale of any Notes may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as "relevant persons"). This offering memorandum must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this offering memorandum relates is available only to relevant persons and will be engaged in only with relevant persons. Any person who is not a relevant person should not act or rely on this offering memorandum or any of its contents.

Subject to Completion, dated February 6, 2013

PRELIMINARY OFFERING MEMORANDUM **STRICTLY CONFIDENTIAL**

LYNX I CORP.

£1,717,700,000 (sterling equivalent)

$ % Senior Secured Notes due 2021

£ % Senior Secured Notes due 2021

LYNX II CORP.

£578,000,000 (sterling equivalent)

$ % Senior Notes due 2023

£ % Senior Notes due 2023

Lynx I Corp. ("**Lynx I**" or the "**Senior Secured Notes Issuer**") is offering $ aggregate principal amount of its % Senior Secured Notes due 2021 (the "**Dollar Senior Secured Notes**") and £ aggregate principal amount of its % Senior Secured Notes due 2021 (the "**Sterling Senior Secured Notes**" and, together with the Dollar Senior Secured Notes, the "**Senior Secured Notes**") and Lynx II Corp. ("**Lynx II**" or the "**Senior Notes Issuer**" and together with the Senior Secured Notes Issuer, the "**Issuers**") is offering $ aggregate principal amount of its % Senior Notes due 2023 (the "**Dollar Senior Notes**") and £ aggregate principal amount of its % Senior Notes due 2023 (the "**Sterling Senior Notes**" and, together with the Dollar Senior Notes, the "**Senior Notes**"), to partially fund the Transactions (as defined herein) in connection with the contemplated business combination (the "**Merger**") of Virgin Media Inc. ("**Virgin Media**") and Liberty Global, Inc. ("**LGI**") pursuant to a merger agreement dated as of February 5, 2013 among LGI, certain LGI subsidiaries and Virgin Media (the "**Merger Agreement**"). The Senior Secured Notes and the Senior Notes are collectively referred to herein as the "**Notes**", the Dollar Senior Secured Notes and Dollar Senior Notes are collectively referred to herein as the "**Dollar Notes**" and the Sterling Senior Secured Notes and Sterling Senior Notes are collectively referred to herein as the "**Sterling Notes**".

The Sterling Senior Secured Notes will bear interest at a rate of % per annum and the Dollar Senior Secured Notes will bear interest at a rate of % per annum. The Senior Secured Notes will mature on April 15, 2021. The Sterling Senior Notes will bear interest at a rate of % per annum and the Dollar Senior Notes will bear interest at a rate of % per annum. The Senior Notes will mature on April 15, 2023. Interest on the Notes will be payable semi-annually on each April 15 and October 15, beginning on October 15, 2013.

Some or all of the Senior Secured Notes may be redeemed at any time prior to , 2017, and some or all of the Senior Notes may be redeemed at any time prior to , 2018, in each case, at a price equal to 100% of the principal amount of the Notes redeemed plus accrued and unpaid interest to (but excluding) the redemption date and a "make-whole" premium, as described in this offering memorandum. The Senior Secured Notes may be redeemed at any time on or after , 2017, and the Senior Notes may be redeemed at any time on or after , 2018, in each case, at the redemption prices set forth in this offering memorandum. In addition, at any time prior to , 2016, we may redeem up to 40% of the Notes with the net proceeds of one or more specified equity offerings at the redemption prices set forth in this offering memorandum. Prior to , 2017, during each 12-month period commencing on the Issue Date (as defined below), the Senior Secured Notes Issuer may redeem up to 10% of the principal amount of the Senior Secured Notes at a redemption price equal to 103% of the principal amount thereof plus accrued and unpaid interest to (but excluding) the redemption date. In the event of a change of control or sale of certain assets, an Issuer may be required to make an offer to purchase the relevant Notes. In the event of certain developments affecting taxation, an Issuer may redeem all, but not less than all, of the relevant Notes. See "*Description of the Senior Secured Notes*" and "*Description of the Senior Notes*" for more information.

Pending the consummation of the Merger, the Initial Purchasers will deposit the net proceeds (other than certain fees payable to Initial Purchasers) from the offering of the Senior Secured Notes into one or more segregated escrow accounts pursuant to a senior secured notes escrow and security agreement (the "**Senior Secured Notes Escrow Agreement**") and the net proceeds (other than certain fees payable to Initial Purchasers) from the offering of the Senior Notes into one or more segregated escrow accounts pursuant to a senior notes escrow and security agreement (the "**Senior Notes Escrow Agreement**" and, together with the Senior Secured Notes Escrow Agreement, the "**Escrow Agreements**"), in each case, for the benefit of the holders of the relevant Notes. For so long as such proceeds are held in the escrow accounts described above, the Senior Secured Notes will be secured by a first-priority share pledge over the shares of the Senior Secured Notes Issuer and a first-priority security interest in the rights of the Senior Secured Notes Issuer under the Senior Secured Notes Escrow Agreement and the Senior Notes will be secured by a first-priority share pledge over the shares of the Senior Notes Issuer and a first-priority security interest in the rights of the Senior Notes Issuer under the Senior Notes Escrow Agreement. The release of escrowed funds will be subject to the satisfaction of certain conditions, including the consummation of the Merger. The consummation of the Merger is subject to certain conditions, including regulatory approval, the affirmative approval of the shareholders of both LGI and Virgin Media and other customary closing conditions. In the event that, on or before February 4, 2014 (the "**Longstop Date**"), the Merger is consummated, the Issuers will effect the Debt Pushdown (as defined herein) no later than 30 business days following the Merger (the "**Debt Pushdown Date**") and, in connection therewith, Virgin Media Secured Finance PLC ("**VM Secured Finance**") will assume the Senior Secured Notes Issuer's obligations under the Senior Secured Notes and related indenture and Virgin Media Finance PLC ("**VM FinanceCo**") will assume the Senior Notes Issuer's obligations under the Senior Notes and related indenture. If the Merger is not consummated prior to the Longstop Date, or upon the occurrence of other events, the Notes will be subject to a special mandatory redemption (the "**Special Mandatory Redemption**") at the redemption prices set forth in this offering memorandum. In addition, if, on the Debt Pushdown Date, following the payment of the consideration for the Merger and certain other amounts as may be required to consummate the Transactions, (i) there remains any Senior Secured Notes Escrowed Property that is not necessary to fund the amounts payable in respect of the Existing Senior Secured Notes that have been delivered to VM Secured Finance in the Senior Secured Notes Change of Control Offer (as defined herein) and/or (ii) there remains any Senior Notes Escrowed Property that is not necessary to fund the amounts payable in respect of the Existing Senior Notes that have been delivered to VM Finance in the Senior Notes Change of Control Offer (as defined herein), the relevant Issuer may, at its option, redeem the Senior Secured Notes and/or the Senior Notes (the "**Special Optional Redemption**") at the redemption prices set forth in this offering memorandum. See "*Description of the Senior Secured Notes—Senior Secured Notes Escrow of Proceeds; Special Mandatory Redemption; Special Optional Redemption*" and "*Description of the Senior Notes—Senior Notes Escrow of Proceeds; Special Mandatory Redemption; Special Optional Redemption*". LGI will guarantee the payment obligations of the Issuers in connection with any payments that may become due on the Notes prior to the Debt Pushdown Date (including any accrued and unpaid interest and any redemption premium, if applicable).

Prior to the consummation of the Merger and Debt Pushdown (as defined herein), the Senior Secured Notes will be senior obligations of Lynx I and, upon consummation of the Merger and the Debt Pushdown, will become the senior secured obligations of VM Secured Finance and will be guaranteed on a senior basis by the Senior Secured Notes Guarantors. Prior to the consummation of the Merger and the Debt Pushdown, the Senior Notes will be senior obligations of Lynx II and, upon consummation of the Merger and the Debt Pushdown, will become senior unsecured obligations of VM FinanceCo and will be guaranteed on a senior basis by the Senior Notes Parent Guarantors and on a senior subordinated basis by the Senior Notes Subsidiary Guarantors (each as defined herein). Following the Debt Pushdown, the Senior Secured Notes will be secured by the property and assets that secure the Existing Senior Secured Notes (as defined herein).

The Notes may be issued with original issue discount for U.S. federal income tax purposes. See "*Certain U.S. Federal Income Tax Considerations*."

The Sterling Notes will be in registered form in the denomination of £100,000 and integral multiples of £1,000 in excess thereof. The Dollar Notes will be in registered form in the denomination of $200,000 and integral multiples of $1,000 in excess thereof. The Notes will be represented on issue by one or more global notes, which will be delivered through Euroclear Bank S.A./N.V., as operator of the Euroclear System ("**Euroclear**"), Clearstream Banking, société anonyme ("**Clearstream**") and The Depository Trust Company ("**DTC**") on or about , 2013 (the "**Issue Date**").

See "*Risk Factors*" beginning on page 23 for a discussion of certain risks that you should consider in connection with an investment in any of the Notes.

The Notes have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any other jurisdiction. The Issuer is offering the Notes only to qualified institutional buyers ("QIBs") in accordance with Rule 144A under the Securities Act and to non-U.S. persons outside the United States in compliance with Regulation S under the Securities Act. For a description of certain restrictions on the transfer of the Notes, see "*Plan of Distribution*" and "*Transfer Restrictions*".

Application will be made to the Luxembourg Stock Exchange for each of the Senior Secured Notes and the Senior Notes to be admitted to listing on the Official List of the Luxembourg Stock Exchange and trading on the Euro MTF Market, which is not a regulated market (as defined by Article 1(13) of Directive 93/22/EEC).

This offering memorandum includes additional information on the terms of the Notes, including redemption and repurchase prices, covenants and transfer restrictions.

Offering price for the Dollar Senior Secured Notes: % plus accrued interest from the Issue Date.
Offering price for the Sterling Senior Secured Notes: % plus accrued interest from the Issue Date.
Offering price for the Dollar Senior Notes: % plus accrued interest from the Issue Date.
Offering price for the Sterling Senior Notes: % plus accrued interest from the Issue Date.

We expect that the Notes will be delivered in book-entry form through Euroclear, Clearstream and DTC on or about , 2013.

Joint Bookrunners

Credit Suisse **Barclays** **BNP PARIBAS** **BofA Merrill Lynch** **Deutsche Bank**

Global Coordinator

The date of this offering memorandum is , 2013

You should rely only on the information contained in this offering memorandum. Neither the Issuers nor any of the Initial Purchasers has authorized anyone to provide you with different information. Neither the Issuers nor any of the Initial Purchasers is making an offer of the Notes in any jurisdiction where this offer is not permitted. You should not assume that the information contained in this offering memorandum is accurate at any date other than the date on the front of this offering memorandum.

TABLE OF CONTENTS

We have not authorized any dealer, salesperson or other person to give any information or represent anything to you other than the information contained in this offering memorandum. You must not rely on unauthorized information or representations.

This offering memorandum does not offer to sell or solicit offers to buy any of the securities in any jurisdiction where it is unlawful, where the person making the offer is not qualified to do so, or to any person who cannot legally be offered the securities.

The information in this offering memorandum is current only as of the date on the cover page, and may change after that date. For any time after the cover date of this offering memorandum, we do not represent that our affairs are the same as described or that the information in this offering memorandum is correct, nor do we imply those things by delivering this offering memorandum or selling securities to you.

The Issuers and the Initial Purchasers are offering to sell the Notes only in places where offers and sales are permitted. The Issuers are offering the Notes in reliance on exemptions from the registration requirements of the Securities Act. These exemptions apply to offers and sales of securities that do not involve a public offering. The Notes have not been registered with, recommended by or approved by the U.S. Securities and Exchange Commission (the "SEC") or any other securities commission or regulatory authority, nor has the SEC or any such securities commission or authority passed upon the accuracy or adequacy of this offering memorandum.

This offering memorandum is a confidential document that is being provided for informational use solely in connection with consideration of a purchase of the Notes (i) to U.S. investors that we reasonably believe to be qualified institutional buyers as defined in Rule 144A under the Securities Act, and (ii) to certain persons in offshore transactions complying with Rule 903 or Rule 904 of Regulation S under the Securities Act. The use of this offering memorandum for any other purpose is not authorized. This offering memorandum may not be copied or reproduced in whole or in part nor may it be distributed or any of its contents be disclosed to anyone other than the qualified institutional buyers described in (i) above or to persons considering a purchase of the Notes in offshore transactions described in (ii) above.

This offering memorandum is for distribution only to persons who (i) are investment professionals, as such term is defined in Article 19(1) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the "**Financial Promotion Order**"), (ii) are persons falling within Article 49(2)(a) to (d) ("high net worth companies, unincorporated associations, etc.") of the Financial Promotion Order, (iii) are outside the United Kingdom, or (iv) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 ("**FSMA**")) in connection with the issue or sale of any Notes may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as "relevant persons"). This offering memorandum is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this offering memorandum relates is available only to relevant persons and will be engaged in only with relevant persons.

This offering memorandum has been prepared on the basis that all offers of the Notes will be made pursuant to an exemption under Article 3 of Directive 2003/71/EC (the "**Prospectus Directive**"), as implemented in member states of the European Economic Area (the "**EEA**"), from the requirement to produce a prospectus for offers of the Notes. Accordingly, any person making or intending to make any offer within the EEA of the Notes should only do so in circumstances in which no obligation arises for the Issuers or any of the Initial Purchasers to produce a prospectus for such offer. Neither the Issuers nor the Initial Purchasers have authorized, nor do they authorize, the making of any offer of the Notes through any financial intermediary, other than offers made by the Initial Purchasers which constitute the final placement of the Notes contemplated in this offering memorandum.

The Notes are subject to restrictions on resale and transfer as described under "*Plan of Distribution*" and "*Transfer Restrictions*". By purchasing any Notes, you will be deemed to have made certain acknowledgments, representations and agreements as described in those sections of this offering memorandum. You may be required to bear the financial risks of investing in the Notes for an indefinite period of time.

We have prepared this offering memorandum solely for use in connection with this offering and for applying to the Luxembourg Stock Exchange for the Notes to be listed on its Official List and for trading

on the Euro MTF Market of the Luxembourg Stock Exchange. You may not distribute this offering memorandum or make copies of it without our prior written consent other than to people you have retained to advise you in connection with this offering.

You are not to construe the contents of this offering memorandum as investment, legal or tax advice. You should consult your own counsel, accountant and other advisers as to legal, tax, business, financial and related aspects of a purchase of the Notes. You are responsible for making your own examination of us and your own assessment of the merits and risks of investing in the Notes. We are not, and the Initial Purchasers are not, making any representations to you regarding the legality of an investment in the Notes by you.

The information contained in this offering memorandum has been furnished by us and other sources we believe to be reliable. No representation or warranty, express or implied, is made by the Initial Purchasers as to the accuracy or completeness of any of the information set out in this offering memorandum, and nothing contained in this offering memorandum is or shall be relied upon as a promise or representation by the Initial Purchasers, whether as to the past or the future. This offering memorandum contains summaries, believed to be accurate, of some of the terms of specified documents, but reference is made to the actual documents, copies of which will be made available by us upon request, for the complete information contained in those documents. Copies of such documents and other information relating to the issuance of the Notes will also be available for inspection at the specified offices of the Luxembourg paying agent. All summaries of the documents contained herein are qualified in their entirety by this reference. You agree to the foregoing by accepting this offering memorandum.

The Issuers accept responsibility for the information contained in this offering memorandum and have made all reasonable inquiries and confirmed to the best of their knowledge, information and belief that the information contained in this offering memorandum with regard to the Issuers, each of their subsidiaries and affiliates, and the Notes is true and accurate in all material respects, that the opinions and intentions expressed in this offering memorandum are honestly held, and we are not aware of any other facts the omission of which would make this offering memorandum or any statement contained herein misleading in any material respect.

No person is authorized in connection with any offering made pursuant to this offering memorandum to give any information or to make any representation not contained in this offering memorandum, and, if given or made, any other information or representation must not be relied upon as having been authorized by us or the Initial Purchasers. The information contained in this offering memorandum is current at the date hereof. Neither the delivery of this offering memorandum at any time nor any subsequent commitment to enter into any financing shall, under any circumstances, create any implication that there has been no change in the information set out in this offering memorandum or in our affairs since the date of this offering memorandum.

We reserve the right to withdraw this offering of the Notes at any time, and we and the Initial Purchasers reserve the right to reject any commitment to subscribe for the Notes in whole or in part and to allot to you less than the full amount of Notes subscribed for by you.

The distribution of this offering memorandum and the offer and sale of the Notes may be restricted by law in some jurisdictions. Persons into whose possession this offering memorandum or any of the Notes come must inform themselves about, and observe any restrictions on the transfer and exchange of the Notes. See "*Plan of Distribution*" and "*Transfer Restrictions*".

This offering memorandum does not constitute an offer to sell or an invitation to subscribe for or purchase any of the Notes in any jurisdiction in which such offer or invitation is not authorized or to any person to whom it is unlawful to make such an offer or invitation. You must comply with all laws that apply to you in any place in which you buy, offer or sell any Notes or possess this offering memorandum. You must also obtain any consents or approvals that you need in order to purchase any Notes. The Issuers and the Initial Purchasers are not responsible for your compliance with these legal requirements.

IN CONNECTION WITH THIS OFFERING, CREDIT SUISSE SECURITIES (EUROPE) LIMITED WITH RESPECT TO THE DOLLAR NOTES AND CREDIT SUISSE SECURITIES (EUROPE) LIMITED WITH RESPECT TO THE STERLING NOTES (EACH A "**STABILIZING MANAGER**" AND TOGETHER THE "**STABILIZING MANAGERS**") (OR PERSONS ACTING ON BEHALF OF A STABILIZING MANAGER) MAY OVER ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS

NO ASSURANCE THAT THE STABILIZING MANAGERS (OR PERSONS ACTING ON BEHALF OF A STABILIZING MANAGER) WILL UNDERTAKE STABILIZATION ACTION. ANY STABILIZATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE FINAL TERMS OF THE OFFER OF THE NOTES IS MADE AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE NOTES.

If issued, the Notes will initially be available in book-entry form only. The Notes will be represented on issue by one or more global notes, which will be delivered through DTC, Euroclear and Clearstream (together, the "**Clearing Systems**" and each a "**Clearing System**"), as applicable.

The Issuers expect that the Notes offered and sold in the United States to QIBs (as defined in Rule 144A) in reliance upon Rule 144A will be represented by beneficial interests in one or more permanent global notes in fully registered form without interest coupons. The Issuer expects that the Notes offered and sold outside the United States to non-U.S. persons (as defined in Regulation S) pursuant to Regulation S will be initially represented by beneficial interests in one or more temporary global notes in registered global form. Interests in the temporary Regulation S global notes will be exchangeable for interests in one or more corresponding permanent Regulation S global notes in registered global form not earlier than the later of (i) the "distribution compliance period" as defined in Regulation S and (ii) the first day on which certification of non-U.S. ownership is provided to the trustee as described under "*Book-Entry, Settlement and Clearance—Transfers*."

INTERNAL REVENUE SERVICE CIRCULAR 230 DISCLOSURE

PURSUANT TO INTERNAL REVENUE SERVICE CIRCULAR 230, WE HEREBY INFORM YOU THAT THE DESCRIPTION SET FORTH HEREIN WITH RESPECT TO U.S. FEDERAL TAX ISSUES WAS NOT INTENDED OR WRITTEN TO BE USED, AND SUCH DESCRIPTION CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING ANY PENALTIES THAT MAY BE IMPOSED ON THE TAXPAYER UNDER THE U.S. INTERNAL REVENUE CODE. SUCH DESCRIPTION WAS WRITTEN IN CONNECTION WITH THE MARKETING OF THE NOTES. TAXPAYERS SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

NOTICE TO NEW HAMPSHIRE RESIDENTS

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER RSA 421-B WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY, OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

NOTICE TO U.S. INVESTORS

Each purchaser of Notes will be deemed to have made the representations, warranties and acknowledgements that are described in this offering memorandum under "*Transfer Restrictions*". The Notes have not been and will not be registered under the Securities Act or the securities laws of any state of the United States and are subject to certain restrictions on transfer and resale. Prospective purchasers are hereby notified that the seller of any Note may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A. For a description of certain further restrictions on resale or transfer of the Notes, see "*Transfer Restrictions*". The Notes may not be offered to the public within any jurisdiction. By accepting delivery of this offering memorandum, you agree not to offer, sell, resell, transfer or deliver, directly or indirectly, any Note to the public.

NOTICE TO EUROPEAN ECONOMIC AREA INVESTORS

In relation to each member state of the EEA which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each Initial Purchaser has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**"), it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this offering memorandum to the public in that Relevant Member State other than:

(a) to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;

(b) to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000; and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts;

(c) to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the relevant Initial Purchaser or Initial Purchasers nominated by the Issuers for any such offer; or

(d) in any other circumstances that do not require the publication by the Issuer or any Initial Purchaser of a prospectus pursuant to Article 3 of the Prospectus Directive other than in reliance of Article 3(2)(b).

For the purposes of this provision, the expression an "offer of notes to the public" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression "Prospectus Directive" means Directive 2003/71/EC and amendments hereto, including the 2010 PD Amending Directive to the extent implemented in the Relevant Member State and includes any relevant implementing measure in each Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

Each subscriber for or purchaser of the Notes in the offering located within a member state of the EEA will be deemed to have represented, acknowledged and agreed that it is a "qualified investor" within the meaning of Article 2(1)(e) of the Prospectus Directive. The Issuers, the Initial Purchasers and their affiliates, and others will rely upon the trust and accuracy of the foregoing representation, acknowledgement and agreement. Notwithstanding the above, a person who is not a qualified investor and who has notified the Initial Purchasers of such fact in writing may, with the consent of the Initial Purchasers, be permitted to subscribe for or purchase the Notes in the offering.

NOTICE TO CERTAIN EUROPEAN INVESTORS

United Kingdom This offering memorandum is directed solely at persons who (i) are outside the United Kingdom, (ii) are investment professionals, as such term is defined in Article 19(5) of the Financial Promotion Order (iii) are persons falling within Article 49(2)(a) to (d) of the Financial Promotion Order, or (iv) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) in connection with the issue or sale of any notes may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as "relevant persons"). This offering memorandum must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this offering memorandum relates is available only to relevant persons and will be engaged in only with relevant persons. Any person who is not a relevant person should not act or rely on this offering memorandum or any of its contents.

Italy None of this offering memorandum or any other documents or materials relating to the Notes have been or will be submitted to the clearance procedure of the Commissione Nazionale per le Società e la Borsa ("**CONSOB**"). Therefore, the Notes may only be offered or sold in the Republic of Italy ("**Italy**") pursuant to an exemption under article 101-bis, paragraph 3-bis of the Legislative Decree No. 58 of 24 February 1998, as amended (the "**Financial Services Act**") and article 35-bis, paragraph 3, of CONSOB Regulation No. 11971 of 14 May 1999, as amended. Accordingly, the Notes are not addressed to, and

neither the offering memorandum nor any other documents, materials or information relating, directly or indirectly, to the Notes can be distributed or otherwise made available (either directly or indirectly) to any person in Italy other than to qualified investors (*investitori qualificati*) pursuant to article 34-ter, paragraph 1, letter (b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time, acting on their own account.

Switzerland The Notes offered hereby are being offered in Switzerland on the basis of a private placement only. This offering memorandum does not constitute a prospectus within the meaning of Art. 652A of the Swiss Federal Code of Obligations.

The Netherlands The Notes (including rights representing an interest in each global note that represents the Notes) may not be offered or sold to individuals or legal entities in The Netherlands unless a prospectus relating to the offer is available to the public which is approved by the Dutch Authority for the Financial Markets (Autoriteit Financiële Markten) or by a supervisory authority of another member state of the European Union (the "**EU**"). Article 5:3 Financial Supervision Act (the "**FSA**") and article 53 paragraph 2 and 3 Exemption Regulation FSA provide for several exceptions to the obligation to make a prospectus available such as an offer to qualified investors within the meaning of article 5:3 FSA.

Grand Duchy of Luxembourg The terms and conditions relating to this offering memorandum have not been approved by and will not be submitted for approval to the Luxembourg Financial Services Authority (*Commission de Surveillance du Secteur Financier*) for purposes of a public offering or sale in the Grand Duchy of Luxembourg ("**Luxembourg**"). Accordingly, the Notes may not be offered or sold to the public in Luxembourg, directly or indirectly, and neither this offering memorandum nor any other circular, prospectus, form of application, advertisement or other material may be distributed, or otherwise made available in or from, or published in, Luxembourg except for the sole purpose of the admission to trading and listing of the Notes on the Official List of the Luxembourg Stock Exchange and except in circumstances which do not constitute a public offer of securities to the public, subject to prospectus requirements, in accordance with the Luxembourg Act of July 10, 2005 on prospectuses for securities (the "Prospectus Act") and implementing the Prospectus Directive, consequently, this offering memorandum, any other offering circular, prospectus, form of application, advertisement or other material may only be distributed to (i) Luxembourg qualified investors as defined in the Prospectus Act and (ii) no more than 149 prospective investors, which are not qualified investors.

Austria This offering memorandum has not been or will not be approved and/or published pursuant to the Austrian Capital Markets Act (*Kapitalmarktgesetz*) as amended. Neither this offering memorandum nor any other document connected therewith constitutes a prospectus according to the Austrian Capital Markets Act and neither this offering memorandum nor any other document connected therewith may be distributed, passed on or disclosed to any other person in Austria. No steps may be taken that would constitute a public offering of the Notes in Austria and the offering of the Notes may not be advertised in Austria. Any offer of the Notes in Austria will only be made in compliance with the provisions of the Austrian Capital Markets Act and all other laws and regulations in Austria applicable to the offer and sale of the Notes in Austria.

Germany The Notes may be offered and sold in Germany only in compliance with the German Securities Prospectus Act (*Wertpapierprospektgesetz*) as amended, the Commission Regulation (EC) No 809/2004 of April 29, 2004 as amended, or any other laws applicable in Germany governing the issue, offering and sale of securities. The offering memorandum has not been approved under the German Securities Prospectus Act (*Wertpapierprospektgesetz*) or the Directive 2003/71/EC and accordingly the Notes may not be offered publicly in Germany.

France This offering memorandum has not been prepared in the context of a public offering in France within the meaning of Article L. 411-1 of the Code Monétaire et Financier and Title I of Book II of the Règlement Général of the Autorité des marchés financiers (the "**AMF**") and therefore has not been submitted for clearance to the AMF. Consequently, the Notes may not be, directly or indirectly, offered or sold to the public in France, and offers and sales of the Notes will only be made in France to providers of investment services relating to portfolio management for the account of third parties (personnes fournissant le service d'investissement de gestion de portefeuille pour le compte de tiers) and/or to qualified investors (*investisseurs qualifiés*) and/or to a closed circle of investors (*cercle restreint d'investisseurs*) acting for their own accounts, as defined in and in accordance with Articles L. 411-2 and D. 411-1 of the Code of Monétaire et Financier. Neither this offering memorandum nor any other offering material may be distributed to the public in France.

Spain This offering has not been registered with the Comisión Nacional del Mercado de Valores and therefore the Notes may not be offered, sold or distributed in Spain by any means, except in circumstances which do not qualify as a public offer of securities in Spain in accordance with article 30 bis of the Securities Market Act ("*Ley 24/1988, de 28 de julio del Mercado de Valores*") as amended and restated, or pursuant to an exemption from registration in accordance with article 41 of the Royal Decree 1310/2005 ("*Real Decreto 1310/2005, de 4 de noviembre por el que se desarrolla parcialmente la Ley 24/1988, de 28 de julio, del Mercado de Valores, en materia de admisión a negociación de valores en mercados secundarios oficiales, de ofertas públicas de venta o suscripción y del folleto exigible a tales efectos*").

THIS OFFERING MEMORANDUM CONTAINS IMPORTANT INFORMATION THAT YOU SHOULD READ BEFORE YOU MAKE ANY DECISION WITH RESPECT TO AN INVESTMENT IN THE NOTES.

CURRENCY PRESENTATION AND EXCHANGE RATE INFORMATION

In this offering memorandum: (i) £, sterling, or pound sterling refer to the lawful currency of the United Kingdom and (ii) $, dollar or U.S. dollar refer to the lawful currency of the United States.

The following table sets forth, for the periods indicated, the period end, average, high and low exchange rates, as published by Bloomberg, of U.S. dollars expressed as pound sterling. The rates below may differ from the actual rates used in the preparation of our consolidated financial statements and other financial information appearing in this offering memorandum. Our inclusion of the exchange rates is not meant to suggest that the pound sterling amounts actually represent such U.S. dollar amounts or that such amounts could have been converted into U.S. dollars at any particular rate, if at all.

Year ended December 31,	Exchange rate at end of period	Average exchange rate during period[1]	Highest exchange rate during period	Lowest exchange rate during period
		(U.S. dollars per pound sterling)		
2008	1.4593	1.8524	2.0398	1.4354
2009	1.6170	1.5670	1.7043	1.3503
2010	1.5612	1.5468	1.6458	1.4231
2011	1.5543	1.6041	1.6747	1.5272
2012	1.6255	1.5852	1.6279	1.5318

(1) The average of the exchange rates on the last business day of each month during the applicable period.

Month and Year	Highest exchange rate during the month	Lowest exchange rate during the month
	(U.S. dollars per pound sterling)	
January 2013	1.6255	1.5695
February 2013 (through February 1, 2013)	1.5693	1.5693

On February 1, 2013, the exchange rate was $1.5693 per £1.00.

Fluctuations in the exchange rate between the pound sterling and the U.S. dollar in the past are not necessarily indicative of fluctuations that may occur in the future.

WHERE YOU CAN FIND MORE INFORMATION

Virgin Media is subject to the information and reporting requirements of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and, in accordance with the Exchange Act, it files annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any document that Virgin Media files at the Public Reference Room of the SEC at 100 F Street, NE, Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at (800) SEC-0330. You may also inspect such filings on the internet website maintained by the SEC at *www.sec.gov.*

DOCUMENTS INCORPORATED BY REFERENCE

We are incorporating by reference certain documents that we file with the SEC. This means that we can disclose important business, financial and other information to you by referring you to other documents separately filed with the SEC. The information in the documents incorporated by reference is considered to be part of this offering memorandum. Information in documents that we file with the SEC after the date of this offering memorandum and that are incorporated or deemed to be incorporated by reference into this offering memorandum will automatically update and, where applicable, supersede information in this offering memorandum. We incorporate by reference the documents listed below and any future filings Virgin Media may make with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act prior to the termination of this offering.

Virgin Media Filings	Period and Date Filed
Annual Report on Form 10-K	Year ended December 31, 2011, as filed on February 21, 2012.
Quarterly Reports on Form 10-Q	Quarterly periods ended March 31, 2012, as filed on May 8, 2012, June 30, 2012, as filed on July 30, 2012, and September 30, 2012, as filed on October 31, 2012.
Current Reports on Form 8-K	Filed on January 11, 2012, February 2, 2012, February 8, 2012 (Item 8.01), February 17, 2012, February 29, 2012, March 13, 2012, March 27, 2012, May 23, 2012, June 18, 2012, July 24, 2012 (under Item 8.01), August 1, 2012, August 21, 2012, October 5, 2012, October 10, 2012, October 24, 2012, October 26, 2012, November 8, 2012, November 19, 2012 and January 29, 2013.

We are also incorporating by reference those portions of Virgin Media's definitive Proxy Statement for its 2012 Annual Meeting of Stockholders, as filed on April 30, 2012, which were incorporated by reference to Part III of Virgin Media's Annual Report on Form 10-K for the year ended December 31, 2011, as filed on February 21, 2012.

We are not incorporating by reference any documents or information deemed to have been furnished and not filed in accordance with SEC rules.

You may request a copy of the information incorporated in this offering memorandum by reference, at no cost, by writing or telephoning Virgin Media's office of Investor Relations:

Virgin Media Inc.
65 Bleecker Street, 6th Floor
New York, New York 10012
United States
Attention: Investor Relations
Telephone: +1 (212) 906-8447 or +44 (0) 20 72 995479

For general inquiries concerning us please call:
+1 (212) 906-8447

You may also obtain a copy of these filings from our website at *www.virginmedia.com*. The investor relations section of our website can be accessed under the heading "About Virgin Media — Investors Information." The information on our website or any other website referenced in this offering memorandum is not incorporated by reference and should not be considered a part of this offering memorandum.

You should rely only upon the information provided in this offering memorandum or incorporated by reference herein. We have not authorized anyone to provide you with different information. You should not assume that the information in this offering memorandum or any document incorporated by reference is accurate as of any date other than that on the front cover of the document.

FORWARD-LOOKING STATEMENTS

Various statements contained in this document or incorporated by reference herein constitute "forward-looking statements" as that term is defined under the Private Securities Litigation Reform Act of 1995. Words like "believe," "anticipate," "should," "intend," "plan," "will," "expects," "estimates," "projects," "positioned," "think," "strategy," and similar expressions identify these forward-looking statements, which involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements or industry results to be materially different from those contemplated, projected, forecasted, estimated or budgeted, whether expressed or implied, by these forward-looking statements. These factors, among others, include the following:

- We operate in highly competitive markets, which may lead to a decrease in our revenue, increased costs, increased customer churn or a reduction in the rate of customer acquisition;
- The sectors in which we compete are subject to rapid and significant changes in technology, and the effect of technological changes on our businesses cannot be predicted;
- Adverse economic developments could reduce customer spending for our TV, broadband, and telephony services and increase churn, either of which could therefore have a material adverse effect on our revenue;
- Our fixed line telephony revenue is declining and unlikely to improve;
- A failure in our network and information systems, whether caused by a natural failure or a security breach, could significantly disturb our operations, which could have a material adverse effect on those operations, our business, our results of operations and financial condition;
- Unauthorized access to our network resulting in piracy could result in a loss of revenue;
- We rely on third-party suppliers and contractors to provide necessary hardware, software or operational support and are reliant on them in a way that could economically disadvantage us;
- The "Virgin" brand is not under our control and the activities of the Virgin Group and other licensees could have a material adverse effect on the goodwill of customers towards us as a licensee;
- Our inability to obtain popular programming or to obtain it at a reasonable cost could potentially have a material adverse effect on the number of customers or reduce margins;
- Our consumer mobile service relies on EE's network to carry its communications traffic;
- We do not insure the underground portion of our cable network and various pavement-based electronics associated with our cable network;
- We are subject to currency and interest rate risks;
- We are subject to tax in more than one tax jurisdiction and our structure poses various tax risks;
- Acquisitions and other strategic transactions present many risks, and we may not realize the financial and strategic goals that were contemplated at the time of any transaction;
- Adverse changes in our financial outlook may result in negative or unexpected tax consequences which could adversely affect our net income;
- We are subject to significant regulation, and changes in U.K. and EU laws, regulations or governmental policy affecting the conduct of our business, which may have a material adverse effect on our ability to set prices, enter new markets or control our costs;
- We have substantial indebtedness that may have a material adverse effect on our available cash flow, our ability to obtain additional financing if necessary in the future, our flexibility in reacting to competitive and technological change and our operations;
- We may not be able to fund our debt service obligations in the future;
- The covenants under our debt agreements place certain limitations on our ability to finance future operations and how we manage our business;
- The Issuers are finance companies and some of the Guarantors are holding companies or finance companies, and are dependent upon cash flow from group subsidiaries to meet their obligations;

- The Merger Agreement is subject to certain conditions, and as a result the Merger may not be consummated; Virgin Media's operations both pre- and post-consummation of the Merger will be impacted;
- Virgin Media will incur substantial merger-related costs in connection with the Merger;
- Virgin Media may experience disruptions as a result of the Merger that make it difficult to retain executives and other employees;
- We may be unable to complete the Debt Pushdown within the anticipated timeframe;
- The interests of LGI may conflict with Virgin Media's interests; and
- We may be required to pay federal corporate income taxes on the Merger, which could have a material adverse effect on our ability to meet our obligations.

These and other factors are discussed in more detail under "*Risk Factors*" and elsewhere in this offering memorandum, as well as under Item 1A "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2011, as filed with the SEC on February 21, 2012, and incorporated by reference into this offering memorandum. We assume no obligation to update our forward-looking statements to reflect actual results, changes in assumptions or changes in factors affecting these statements.

In certain cases, we have made statements in this offering memorandum regarding our industry and our position in the industry based on our experience and our own investigation of market conditions. We cannot assure you that any of these assumptions are accurate or correctly reflect our position in the industry.

SUMMARY

This summary highlights information contained elsewhere, or incorporated by reference, in this offering memorandum. Because it is a summary, it does not contain all of the information that you should consider before investing in our securities. You should read carefully this entire offering memorandum and the documents incorporated by reference herein, to understand our business, the nature and terms of the Notes and the tax and other considerations that are important to your decision to invest in the Notes, including the financial statements and related notes to those financial statements and the risks and uncertainties discussed under the captions "Risk Factors" and "Forward-Looking Statements.". In this offering memorandum, references to the "company," the "group," "we," "us" and "our," and all similar references, are to Virgin Media Inc. and all of its consolidated subsidiaries, unless otherwise stated or the context otherwise requires.

Our Company

We are a leading entertainment and communications business, being a "quad-play" provider of broadband internet, television, mobile telephony and fixed line telephony services that offer a variety of entertainment and communications services to residential and commercial customers throughout the U.K. We are one of the U.K.'s largest providers of residential broadband internet, pay television and fixed line telephony services by number of customers. We believe our advanced, deep fiber access network enables us to offer faster and higher quality broadband services than our digital subscriber line, or DSL, competitors. As a result, we provide our customers with a leading next generation broadband service and one of the most advanced TV on-demand services available in the U.K. market. As of December 31, 2012, we provided services to approximately 4.9 million residential cable customers on our network. We are also one of the U.K.'s largest mobile virtual network operators by number of customers, providing mobile telephony service to approximately 1.7 million contract mobile customers and approximately 1.3 million prepay mobile customers over third-party networks. In addition, we provide a complete portfolio of voice, data and internet solutions to businesses, public sector organizations and service providers in the U.K. through Virgin Media Business.

Our reporting segments are based on our method of internal reporting and the information used by our chief executive officer, who is our chief operating decision maker, or CODM, to evaluate segment performance and make capital allocation decisions.

We have two reporting segments, Consumer and Business, as described below:

- **Consumer (83.7% of our 2012 revenue):** Our Consumer segment includes the distribution of television programming over our cable network and the provision of broadband and fixed line telephone services to residential consumers, both on and off our cable network. Our Consumer segment also includes our mobile telephony and mobile broadband operations, provided over third party mobile networks.
- **Business (16.3% of our 2012 revenue):** Our Business segment includes the voice and data telecommunication and internet solutions services we provide through our cable network and third party networks to businesses, public sector organizations and service providers.

Our revenue by segment for the years ended December 31, 2012, 2011 and 2010 was as follows (in millions):

	Year ended December 31,					
	2012 (unaudited)		2011		2010	
Consumer	£ 3,430.2	83.7%	£ 3,354.4	84.0%	£ 3,279.0	84.6%
Business	£ 670.3	16.3%	£ 637.4	16.0%	£ 596.8	15.4%
	£ 4,100.5	100.0%	£ 3,991.8	100.0%	£ 3,875.8	100.00%

Virgin Media Finance PLC and Virgin Media Secured Finance PLC are public limited companies organized under the laws of England and Wales. Virgin Media Inc. is a Delaware corporation. Our group's principal executive offices are located at 65 Bleecker Street, 6th Floor, New York, New York, 10012, and our telephone number at that address is +1 (212) 906-8447. Our website is located at *www.virginmedia.com*. The information on our website is not part of this offering memorandum.

Recent Developments

Superfast Broadband

We expect the growth in the market for faster broadband services to continue, with customers demanding more content at a higher quality, spending longer online and connecting multiple devices concurrently within the household. In January 2012, we announced an 18-month program to double the broadband speeds of over four million customers, with approximately 76% of our Network having been upgraded at December 31, 2012.

In August 2012, the U.K. Office of Communications ("Ofcom"), confirmed that we have the fastest average broadband download speeds widely available to customers in the U.K.

At December 31, 2012, we had 2.2 million customers, or 51% of our broadband base, taking superfast broadband, which we define as a broadband download speed 30Mbit/s or higher.

TiVo Television Service

Our TiVo service was launched in December 2010 with mass distribution commencing in mid-2011. This "next generation" entertainment set-top box is available in both 1 TB and 500 GB sizes and brings together television, VOD and web video services through a single set-top box and features unique content discovery and personalization tools. In April 2012, we introduced "Collections," our new packages, which include the TiVo digital video recorder, or TiVo, HD TV and superfast broadband as standard for all new customers.

The continued appeal of our TiVo service has driven strong customer growth during 2012. We had 1.3 million TiVo subscribers at December 31, 2012, or 35% of our television customer base.

During 2012 we have enhanced our TiVo television service with the introduction of Virgin TV Anywhere, TiVo to TiVo streaming and the relaunch of our on-demand pay-per-view service as Virgin Movies.

Results as of and for the year ended December 31, 2012 (compared to the year ended December 31, 2011 unless otherwise stated, unaudited).

Total revenue increased 2.7% in the year ended December 31, 2012 to £4,100.5 million due to growth in both the consumer and business segments. Gross margin, which is revenue less operating costs, expanded to 60.3% at £2,471.3 million. Selling, general and administrative expenses increased by 2.7% to £817.8 million. Operating income increased by 29.4% to £699.1 million. Net income was £2,852.6 million, compared to £75.9 million for the year ended December 31, 2011.

Consumer cable revenue increased by 3.0% to £2,804.0 million, reflecting 2.1% average revenue per user, or ARPU, growth and an increase of 1.5% in the size of our customer base.

The number of cable customers grew by 88,700 during the year ended December 31, 2012 compared to 5,500 in the year ended December 31, 2011. Gross disconnections in the year ended December 31, 2012 fell by 8.6% to 734,000. Triple-play penetration, which we define as being those residential cable customers taking all three of our fixed-line telephone, broadband, and television products, increased to 64.9% as at December 31, 2012 compared to 63.7% as at December 31, 2011.

Mobile revenue was £554.8 million, which was relatively flat, largely due to regulatory changes to mobile termination rates, or MTR, which reduced the amount of inbound mobile revenue we received by approximately £24.1 million in the year ended December 31, 2012. Due to a similar associated reduction in interconnect costs for our mobile and fixed line businesses from these regulatory rates changes, the impact on group operating income was broadly neutral.

The total mobile contract base increased 12.1% from 1.5 million at December 31, 2011 to 1.7 million as at December 31, 2012, while our prepay subscriber base reduced from 1.5 million to 1.3 million over the same period in the year ended December 31, 2011.

Business segment revenue increased by 5.2% to £670.3 million for the year ended December 31, 2012, which represented 30.3% of total group revenue growth for that period compared to the year ended December 31, 2011.

Please see the unaudited condensed consolidated financial statements contained in "*Annex I—Financial and Operational Data as of and for the Year Ended December 31, 2012*," which financial statements are preliminary and not necessarily indicative of results for the full year ending December 31, 2012.

Our actual results may differ from these amounts due to the completion of our financial closing procedures, final adjustments and other developments that may arise between now and the time our financial results are finalized.

The Transactions

The "Transactions" refers to the various transactions as described below, including the issuance of the Notes.

The Merger

On February 5, 2013, LGI and certain of its direct or indirect wholly-owned subsidiaries (the "**LGI Merger Subs**") entered into a merger agreement with Virgin Media pursuant to which Virgin Media has agreed, through a series of intermediate steps and transactions, to be acquired by LGI and merge into one of the LGI Merger Subs (the "**Viper Successor**"). The Merger will result in both LGI and Virgin Media becoming directly owned by Lynx Europe Limited, a new U.K. company to be listed on Nasdaq (the "**Ultimate Parent**"), the common stock of which will in turn be held by LGI shareholders and Virgin Media shareholders. The consummation of the Merger pursuant to the Merger Agreement is subject to regulatory approval, the affirmative approval of the shareholders of both LGI and Virgin Media and other customary closing conditions. In addition, the Merger Agreement terminates if, prior to the consummation of the Merger, Virgin Media enters into an acquisition agreement with respect to a superior proposal and pays the applicable termination fee or if the Merger is not consummated on or prior to the outside date of the Merger Agreement (which can be no later than the eleventh month anniversary of the date the Merger Agreement is signed).

Pursuant to the Merger Agreement, at the effective time of the Merger, each share of Virgin Media common stock issued and outstanding immediately prior to the effective time (excluding shares held by Virgin Media or its subsidiaries in treasury and dissenting shares in accordance with Delaware law) will be converted into the right to receive (i) 0.258 Series A shares of the Ultimate Parent, (ii) 0.193 Series C shares of the Ultimate Parent and (iii) $17.50 in cash. The aggregate cash portion of the merger consideration is expected to be $6.1 billion, $2.7 billion of which LGI will finance from its own cash reserves and $3.4 billion of which LGI will finance either through the proceeds of the Senior Secured Notes offered hereby or through bridge loans made available to LGI until the consummation of the Debt Pushdown, when a portion of the process from the offering of the Notes will be used to refinance such bridge loans.

Under the Merger Agreement, Virgin Media has agreed to use its reasonable best efforts to carry on its business in the ordinary course consistent with past practice and preserve intact its business organization and commercial goodwill from the date of the Merger Agreement until the earlier of the termination of the Merger Agreement and the effective time of the Merger. In addition, Virgin Media has undertaken covenants that place certain restrictions on its and its subsidiaries' ability, until the earlier of the termination of the Merger Agreement and the effective time of the Merger, to, among other things, dispose of material properties or assets, make unbudgeted capital expenditures, acquire substantial assets, make substantial investments, increase the salary of certain of its employees or directors, pay certain bonuses or incentive compensation, grant new equity or non-equity based compensation awards, hire new employees, redeem common stock or other equity interests, declare or pay dividends or make other distributions in respect of its capital stock, other than Virgin Media's regular quarterly dividend up to $0.04 per share, incur or otherwise become liable for material indebtedness, enter into certain transactions with related parties or enter into new material contracts, in each case, other than in the ordinary course of business, and subject to certain exceptions set forth in the Merger Agreement unless LGI consents in writing to the taking of any such action. Failure by Virgin Media to comply with these restrictions in all material respects, unless waived by LGI, could result in the Merger Agreement being terminated or in the Merger not being consummated.

The consent solicitations in respect of certain existing notes

On February 6, 2013, VM Secured Finance, as the issuer of the Existing Senior Secured Notes (as defined in "*Description of the Senior Secured Notes—Certain Definitions*"), and VM FinanceCo, as the

issuer of the Existing Senior Notes (as defined in "*Description of the Senior Secured Notes—Certain Definitions*"), commenced soliciting consents (the "Consent Solicitations") from holders of the following notes:

(i) VM Secured Finance's 7.00% Senior Secured Notes due 2018 (the "**2018 Sterling Notes**"),

(ii) VM Secured Finance's 6.50% Senior Secured Notes due 2018 (the "**2018 Dollar Notes**" and together with the 2018 Sterling Notes, the "**2018 Notes**"),

(iii) VM FinanceCo's 8.875% Senior Notes due 2019 (the "**2019 Sterling Notes**"),

(iv) VM FinanceCo's 8.375% Senior Notes due 2019 (the "**2019 Dollar Notes**" and together with the 2019 Sterling Notes, the "**2019 Notes**"),

(v) VM Secured Finance's 5.50% Senior Secured Notes due 2021 (the "**2021 Sterling Notes**"), and

(vi) VM Secured Finance's 5.25% Senior Secured Notes due 2021 (the "**2021 Dollar Notes**" and together with the 2021 Sterling Notes, the "**2021 Notes**").

VM Secured Finance and VM FinanceCo are seeking consents from the holders of the 2018 Notes, the 2019 Notes and the 2021 Notes to preemptively waive VM Secured Finance's and VM FinanceCo's obligation, as set forth in the applicable indentures, to offer to repurchase such notes within 30 days of the consummation of the Merger, which represents a change of control event under the terms of the relevant indentures. Pursuant to the Consent Solicitations, VM Secured Finance and VM FinanceCo are also seeking consents from the holders of the 2018 Notes, 2019 Notes and 2021 Notes to effect certain other proposed amendments in relation to the Transactions, including amendments to certain covenants. The Consent Solicitations are scheduled to expire at 5:00 p.m., New York City time, on February 14, 2013, unless extended or earlier terminated. If the required consents to the proposed amendments and waivers are not received by such time, VM Secured Finance and/or VM FinanceCo, as applicable, will be required under the applicable indentures to offer to repurchase the 2018 Notes, 2019 Notes and 2021 Notes within 30 days of the consummation of the Merger.

In addition, VM Finance will not solicit consents in relation to its 5.25% Senior Notes due 2022 (the "**5.25% 2022 Dollar Notes**"), its 4.875% Senior Notes due 2022 (the "**4.875% 2022 Dollar Notes**") and its 5.125% Senior Notes due 2022 (the "**2022 Sterling Notes**" and, together with the 5.25% 2022 Dollar Notes and the 4.875% 2022 Dollar Notes, the "**2022 Notes**") and will be required pursuant to the relevant indentures to offer to repurchase the 2022 Notes within 30 days of the consummation of the Merger. VM Secured Finance and/or VM FinanceCo, as applicable, will finance any repurchases of any 2018 Notes, 2019 Notes, 2021 Notes or 2022 Notes that they are required to make in connection with the Merger in the manner described below.

The financing

Pending consummation of the Merger, the Initial Purchasers will deposit (i) the net proceeds (other than certain fees payable to the Initial Purchasers) of the offering of the Senior Secured Notes into one or more segregated escrow accounts (the "**Senior Secured Notes Escrow Accounts**") pursuant to the terms of the Senior Secured Notes Escrow Agreement by and among the Senior Secured Notes Issuer, the trustee for the Senior Secured Notes and The Bank of New York Mellon, acting through its London Branch, as the escrow agent and (ii) the net proceeds (other than certain fees payable to the Initial Purchasers) from the offering of the Senior Notes into one or more segregated escrow accounts (the "**Senior Notes Escrow Accounts**") pursuant to the terms of the Senior Notes Escrow Agreement by and among the Senior Notes Issuer, the trustee for the Senior Notes and The Bank of New York Mellon, acting through its London Branch, as escrow agent, in each case for the benefit of the holders of the relevant Notes.

The release of escrowed proceeds is subject to the satisfaction of certain conditions, including the consummation of the Merger. In the event the Merger is not consummated on or before the Longstop Date, or upon the occurrence of certain other events, the Senior Secured Notes and/or the Senior Notes will be redeemed at the applicable Special Mandatory Redemption Price plus accrued and unpaid interest and Additional Amounts, if any, from the Issue Date. See "*Description of the Senior Secured Notes—Special Mandatory Redemption*" and "*Description of the Senior Notes—Special Mandatory Redemption*".

Upon the consummation of the Merger on or prior to the Longstop Date and the satisfaction of the conditions described under (and at the times specified in) "*Description of the Senior Secured Notes—Senior Secured Notes Escrow of Proceeds; Special Mandatory Redemption; Special Optional Redemption—Senior*

Secured Notes Escrow of Proceeds" and "*Description of the Senior Notes—Senior Notes Escrow of Proceeds; Special Mandatory Redemption; Special Optional Redemption—Senior Notes Escrow of Proceeds*," the proceeds of the Senior Secured Notes and the Senior Notes will be released from escrow.

The proceeds of the Senior Secured Notes and the proceeds of the Senior Notes will be used, together with:

(A) borrowings under a new credit facility agreement between, *inter alios*, Virgin Media Investment Holdings Limited ("**VMIH**"), as borrower, and the other financial institutions listed therein, having substantially the same terms described under the heading "*Description of Other Debt—Senior Credit Facility*" (the "**Senior Credit Facility**"); and

(B) any proceeds that may be borrowed by VM Secured Finance under one or more senior secured bridge facilities (the "**Senior Secured Bridge Facility**") and by VM FinanceCo under a high yield bridge facility (the "**Senior Bridge Facility**" and, together with the Senior Secured Bridge Facility, the "**Bridge Facilities**") having substantially the same terms described under the heading "*Description of Other Debt—The Senior Secured Bridge Facility*"; "*Description of Other Debt—The Senior Bridge Facility*" to:

(i) pay a portion of the cash consideration to be paid to shareholders of Virgin Media in connection with the Merger either directly or indirectly through repayment of certain bridge loans;

(ii) finance the purchase of any Existing Senior Secured Notes tendered by a holder of such notes under any change of control offer made by VM Secured Finance in connection with the Merger (each, a "**Senior Secured Notes Change of Control Offer**");

(iii) finance the purchase of any Existing Senior Notes tendered by a holder of such notes under any change of control offer made by VM FinanceCo in connection with the Merger (each, a "**Senior Notes Change of Control Offer**");

(iv) prepay all amounts due under the credit facilities borrowed under the senior credit facilities agreement dated March 16, 2010 between Virgin Media and the other parties thereto, as amended and supplemented from time to time (the "**Existing Credit Facility**");

(v) pay certain fees, costs and expenses associated with the Transactions; and

(vi) for general corporate purposes.

Debt Pushdown

In the event that, on or before the Longstop Date, the Merger is completed, VM Secured Finance will be required, no later than 30 business days from the date of the consummation of the Merger, to assume, as part of the Debt Pushdown, the obligations of the Senior Secured Notes Issuer under the Senior Secured Notes and the accompanying indenture (the "**Senior Secured Notes Indenture**") pursuant to a supplemental indenture or accession agreement, pursuant to which VM Secured Finance will succeed to, and be substituted for, and may exercise every right and power of, the Senior Secured Notes Issuer under the Senior Secured Notes Indenture and upon such substitution, Lynx I will be released from its obligations under the Senior Secured Notes Indenture and the Senior Secured Notes. In addition, VM FinanceCo will be required at such time, as part of the Debt Pushdown, to assume the obligations of the Senior Notes Issuer under the Senior Notes and the indenture governing the Senior Notes (the "**Senior Notes Indenture**") pursuant to a supplemental indenture or accession agreement, pursuant to which VM Secured Finance will succeed to, and be substituted for, and may exercise every right and power of, the Senior Notes Issuer under the Senior Notes Indenture, and upon such substitution, Lynx II will be released from its obligations under the Senior Secured Indenture and the Senior Notes.

In addition, as part of the Debt Pushdown, the following transactions, among others, will occur:

(i) the transfer of the capital stock of Lynx I through one or more intermediary steps to VM Secured Finance, as a result of which Lynx I will become a direct Subsidiary of VM Secured Finance;

(ii) the transfer of the capital stock of Lynx II through one or more intermediary steps to VM FinanceCo, as a result of which Lynx II will become a direct Subsidiary of VM FinanceCo;

(iii) the guarantee by each Senior Secured Notes Guarantor of the Senior Secured Notes Issuer's obligations under the Senior Secured Notes and the Senior Secured Notes Indenture pursuant to a supplemental indenture to the relevant indenture;

(iv) the guarantee by each Senior Notes Guarantor of the Senior Notes Issuer's obligations under the Senior Notes and the Senior Notes Indenture pursuant to a supplemental indenture to the relevant indenture;

(v) the execution and delivery of an accession agreement or similar document to the Group Intercreditor Deed (as defined in "*Description of the Intercreditor Deeds*") by the trustee for the Senior Secured Notes; and

(vi) the execution and delivery of an accession agreement or similar document to the High Yield Intercreditor Deed (as defined in "*Description of the Intercreditor Deeds*" and, together with Group Intercreditor Deed the "**Intercreditor Deeds**") by the trustee of the Senior Notes.

In addition, no later than the date (i) on which the Senior Credit Facility is secured by the Collateral or (ii) that is 60 days from the closing of the Merger, the Senior Secured Notes will be secured by the Collateral.

To the extent permitted under the Senior Secured Notes Indenture and the Senior Notes Indenture, the Ultimate Parent may determine to effect the Debt Pushdown through alternative means, including by way of merger, consolidation or contribution (which alternative means, if any, is also referred to herein as the Debt Pushdown).

Sources and Uses for the Transactions

The expected estimated sources and uses of cash related to the Transactions are shown in the table below. Actual amounts will vary from estimated amounts depending on several factors, including the date of consummation of the Debt Pushdown, the amount of any Existing Senior Secured Notes and/or Senior Notes tendered in the Senior Secured Notes Change of Control Offer and the Senior Notes Change of Control Offer, respectively, and the results of the Consent Solicitations. This table should be read in conjunction with "*Capitalization*" and "*Use of Proceeds*". The amounts presented below have been calculated based on an exchange rate at December 31, 2012 of 1.6189 U.S. dollar per pound sterling, the market rate at 6 p.m. London time on December 31, 2012.

Sources			Uses		
	(in millions)				
Notes offered hereby	£2,295.7	$3,716.5	Repayment of existing indebtedness, including redemption premiums[3]	£2,995.8	$4,849.9
Senior Credit Facility	2,676.8	4,333.5			
Capped Call Contract[1]	302.4	489.6			
Settlement of interest rate swap[2]	104.1	168.5	Payment of cash consideration for Merger[4]	2,196.8	3,556.4
			Interest and commitment fees through the date of the Debt Pushdown[5]	62.5	101.2
			Fees and expenses, including Consent Solicitation fees[6]	123.9	200.6
Total sources	**£5,379.0**	**$8,708.1**	**Total uses**	**£5,379.0**	**$8,708.1**

(1) Represents the estimated proceeds that would have been received on December 31, 2012 if the derivative contract related to the conversion of the 6.50% convertible senior notes due 2016 (the "**Capped Call Contract**") had been settled.

(2) Represents the estimated proceeds that would have been received on December 31, 2012 if interest rate swap agreements related to the 2021 Sterling Notes have been settled.

(3) Assumes the repurchase and redemption in full of the 2021 Notes and the 2022 Notes and the prepayment in full of the Existing Credit Facility. On February 6, 2013, VM Secured FinanceCo commenced soliciting consents from holders of the 2021 Notes to preemptively waive its obligation to make a change of control offer in connection with the Merger. If the consent solicitation is successful, the 2021 Notes will remain outstanding following consummation of the Transactions and VM Secured Finance's borrowings under the term loan B facility made available pursuant to the Senior Credit Facility may be reduced by an amount equal to the full amount of the 2021 Notes that remain outstanding. By contrast, VM FinanceCo is not soliciting consents in respect of its 2022 Notes. For additional consents sought in connection with the Merger, see "*Summary—The consent solicitations in respect of certain existing notes*."

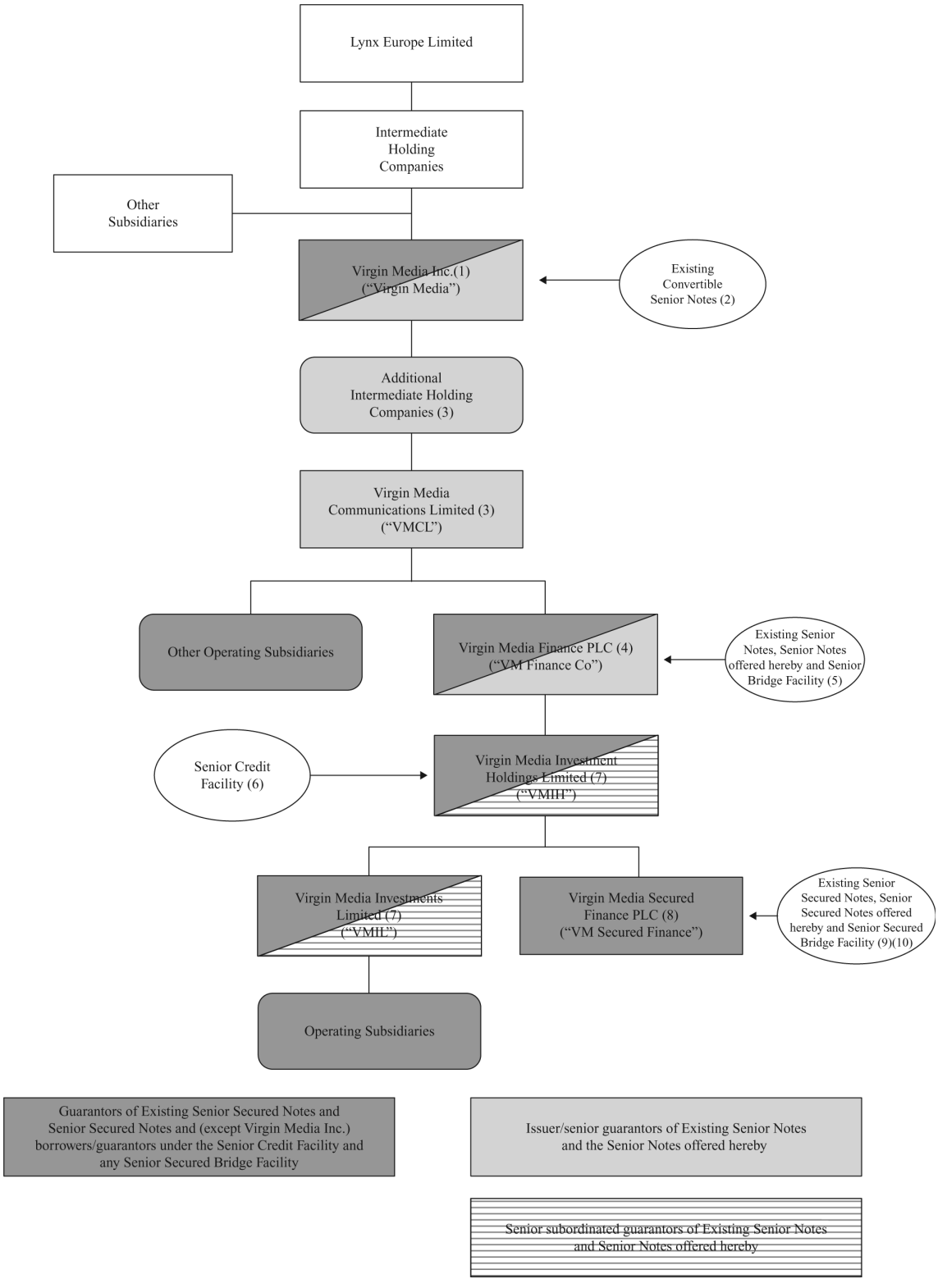
(4) Represents the cash consideration payable in connection with the Merger, which may either be paid on the date of consummation of the Merger directly through the use of proceeds from the offering of the Notes, or on or around the Debt Pushdown Date through a loan to another LGI subsidiary to repay the bridge loans borrowed by that subsidiary to effect the Merger.

(5) Represents the estimated interest and commitment fees associated with the Notes, Bridge Facilities and Senior Credit Facility to be incurred through the date of the Debt Pushdown (assuming the Debt Pushdown is completed on June 1, 2013).

(6) Includes fees and expenses associated with the Notes and Senior Credit Facility as well as the fees associated with respect to the Consent Solicitations for the 2018 Notes and the 2019 Notes.

CORPORATE AND FINANCING STRUCTURE CHART

The following chart sets forth certain aspects of our corporate and financing structure after giving effect to the Transactions, including the issuance and sale of the Notes offered hereby and the Debt Pushdown. Please refer to "*Description of Other Debt*", "*Description of the Senior Secured Notes*" and "*Description of the Senior Notes*" for more information. This is a condensed chart and does not show all of our operating and holding companies.



(1) Following the Debt Pushdown, Virgin Media will provide a full and unconditional unsecured guarantee of the Notes on a senior basis, as it provides for the Existing Senior Notes and the Existing

Senior Secured Notes, which will be effectively subordinated to any future secured indebtedness of Virgin Media to the extent of the value of the assets securing such secured indebtedness. Virgin Media has no significant assets of its own other than investments in its subsidiaries. Virgin Media is not subject to the restrictive covenants under the Senior Secured Notes Indenture or the Senior Notes Indenture.

(2) Virgin Media is the issuer of 6.50% U.S. dollar convertible senior notes due 2016. As a result of the Transactions, holders of convertible senior notes may convert some or all of these notes into the right to receive the same merger consideration they would have received as Virgin Media shareholders had they converted their convertible senior notes immediately prior to the Merger.

(3) The intermediate holding companies, which will guarantee the Senior Notes on a senior unsecured basis following the Debt Pushdown as Parent Guarantors are Virgin Media Holdings Inc., Virgin Media (UK) Group, Inc. and Virgin Media Communications Limited. These companies also provide a guarantee of the Existing Senior Notes; however, these companies are not subject to the restrictive covenants in the Senior Secured Notes Indenture and the Senior Notes Indenture.

(4) The Senior Notes offered hereby will be senior unsecured obligations of Virgin Media Finance PLC and will rank *pari passu* in right of payment with any existing and future senior indebtedness of Virgin Media Finance PLC, including the Existing Senior Notes and the Senior Bridge Facility. The Senior Notes will be effectively subordinated to any secured indebtedness of Virgin Media Finance PLC and its subsidiaries, including its guarantee of the Senior Credit Facility, the Senior Secured Bridge Facility, the Existing Senior Secured Notes and the Senior Secured Notes, to the extent of the value of the assets securing such secured indebtedness. Virgin Media Finance PLC is a holding company with no significant assets of its own other than its investments in its subsidiaries. Virgin Media Finance PLC also is or will be a guarantor (on a senior basis) of the Senior Credit Facility, Existing Senior Secured Notes, Senior Secured Bridge Facility and the Senior Secured Notes.

(5) The Existing Senior Notes comprise 8.375% U.S. dollar senior notes due 2019 (the "**2019 Dollar Notes**"), 8.875% sterling senior notes due 2019 (the "**2019 Sterling Notes**" and together with the 2019 Dollar Notes, the "**2019 Notes**"), 5.25% U.S. dollar senior notes due 2022 (the "**5.25% 2022 Dollar Senior Notes**"), 4.875% U.S. dollar senior notes due 2022 (the "**4.875% 2022 Dollar Senior Notes**") and 5.125% sterling senior notes due 2022 the ("**2022 Sterling Senior Notes**" and together with the 5.25% 2022 Dollar Senior Notes and the 4.875% 2022 Dollar Senior Notes, the "**2022 Notes**") and are senior unsecured obligations of Virgin Media Finance PLC. On February 6, 2013, VM FinanceCo, as the issuer of the Existing Senior Notes, commenced soliciting consents from holders of the 2019 Notes to pre-emptively waive VM FinanceCo's obligation to offer to repurchase such notes within 30 days of the consummation of the Merger, which represents a change of control event under the terms of the relevant indenture. VM FinanceCo will not solicit consents in relation to any 2022 Notes.

Upon the consummation of the Merger, we may enter into a Senior Bridge Facility, which will benefit from the same guarantees as the Existing Senior Notes, other than a guarantee from Virgin Media. See "*Description of Other Debt — The Senior Bridge Facility.*" The Existing Senior Notes benefit, and upon the Debt Pushdown, the Senior Notes and the Senior Bridge Facility will benefit, in addition to the Parent Guarantees described in clause (3) above, from a senior subordinated guarantee from Virgin Media Investment Holdings Limited and Virgin Media Investments Limited.

(6) Upon the consummation of the Merger, the Senior Credit Facility will have the benefit of a full and unconditional senior secured guarantee from Virgin Media Finance PLC as well as guarantees from and first priority pledges of the shares and assets of substantially all of the operating subsidiaries of Virgin Media Communications Limited. See "*Description of Other Debt — The Senior Secured Bridge Facility*."

(7) VMIH and VMIL will guarantee the Senior Secured Notes on a senior basis and the Senior Notes on a senior subordinated basis. The terms of the indentures governing the Notes offered hereby will permit subsidiaries of VMIH and VMIL to incur a substantial amount of additional indebtedness and allow VMIH and VMIL to incur a substantial amount of secured indebtedness. Each of VMIH and VMIL has no significant assets of its own other than its investments in its respective subsidiaries.

(8) Virgin Media Secured Finance PLC is the issuer of the Existing Senior Secured Notes and the Senior Secured Notes offered hereby, and is a borrower under any Senior Secured Bridge Facility.

(9) The Existing Senior Secured Notes comprise 6.50% U.S. dollar senior secured notes due 2018 (the "**2018 Dollar Notes**"), 7.00% sterling senior secured notes due 2018 (the "**2018 Sterling Notes**" and together with the 2018 Dollar Notes, the "**2018 Notes**"), the 5.25% U.S. dollar senior secured notes due 2021 and 5.50% sterling senior secured notes due 2021 (the "**2021 Sterling Notes**" and together with the 2021 Dollar Notes, the "**2021 Notes**"). The Existing Senior Secured Notes are senior secured obligations of Virgin Media Secured Finance PLC, and benefit from security and guarantees that are substantially similar to the security and guarantees granted in respect of the Senior Credit Facility, subject to certain exceptions. On February 6, 2013, VM Secured Finance, as the issuer of the Existing Senior Secured Notes, commenced soliciting consents from holders of the 2018 Notes and the 2021 Notes to pre-emptively waive VM Secured Finance's obligation to offer to repurchase such notes within 30 days of the consummation of the Merger, which represents a change of control event under the terms of the relevant indentures.

Upon the consummation of the Merger, Virgin Media Secured Finance PLC may enter into a Senior Secured Bridge Facility, which will benefit from the same securities and guarantees as the Senior Credit Facility. See "*Description of Other Debt — The Senior Secured Bridge Facility.*"

(10) The Senior Secured Notes offered hereby will be general senior obligations of Virgin Media Secured Finance PLC and will rank *pari passu* in right of payment with any existing and future indebtedness of Virgin Media Secured Finance PLC that is not subordinated to the Senior Secured Notes (including the Existing Senior Secured Notes, the Senior Secured Bridge Facility and the Senior Credit Facility) and senior in right of payment to any existing and future subordinated obligations of the Senior Secured Notes Issuer (including the senior subordinated guarantee given by the Senior Secured Notes Issuer in favor of the Senior Notes, the Existing Senior Notes and the Senior Bridge Facility). The Senior Secured Notes will be guaranteed by the Senior Secured Note Guarantors as described under "— *Guarantees*" and have the benefit of security as described under "— *Security*."

THE OFFERING

The summary below describes the principal terms of the Notes. Certain of the terms and conditions described below are subject to important limitations and exceptions. The "Description of the Senior Secured Notes" and the "Description of the Senior Notes" sections of this offering memorandum contain a more detailed description of the terms and conditions of the Notes, including the definitions of certain terms used in this summary.

Issuers

Senior Secured Notes	Prior to the Debt Pushdown: Lynx I Corp. Following the Debt Pushdown: Virgin Media Secured Finance PLC (the "**Senior Secured Notes Issuer**" or, "**VM Secured Finance**").
Senior Notes	Prior to the Debt Pushdown: Lynx II Corp. Following the Debt Pushdown: Virgin Media Finance PLC (the "**Senior Notes Issuer**" or, "**VM FinanceCo**").

Notes Offered

Senior Secured Notes	£ aggregate principal amount of % Senior Secured Notes due 2021 (the "**Sterling Senior Secured Notes**") and $ aggregate principal amount of % Senior Secured Notes due 2021 (the "**Dollar Senior Secured Notes**" and, together with the Sterling Senior Secured Notes, the "**Senior Secured Notes**").
Senior Notes	£ aggregate principal amount of % Senior Notes due 2023 (the "**Sterling Senior Notes**") and $ aggregate principal amount of % Senior Notes due 2023 (the "**Dollar Senior Notes**" and, together with the Sterling Senior Notes, the "**Senior Notes**" and, together with the Senior Secured Notes, the "**Notes**").

Maturity Date

Senior Secured Notes	April 15, 2021.
Senior Notes	April 15, 2023.

Interest

Senior Secured Notes	Semi annually in arrears on each and , commencing , 2013. Interest will accrue from the Issue Date.
Senior Notes	Semi annually in arrears on each and , commencing , 2013. Interest will accrue from the Issue Date.
Denominations	Each Sterling Senior Secured Note and Sterling Senior Note (together, the "**Sterling Notes**") will have a minimum denomination of £100,000 and integral multiples of £1,000 in excess thereof. Each Dollar Senior Secured Note and Dollar Senior Note (together, the "**Dollar Notes**") will have a minimum denomination of $200,000 and integral multiples of $1,000 in excess thereof.

Issue price

Dollar Senior Secured Notes . . .	% plus accrued interest, if any, from the Issue Date.
Sterling Senior Secured Notes . .	% plus accrued interest, if any, from the Issue Date.
Dollar Senior Notes	% plus accrued interest, if any, from the Issue Date.
Sterling Senior Secured Notes . .	% plus accrued interest, if any, from the Issue Date.
Escrow of Proceeds; Special Mandatory Redemption	The Initial Purchasers will deposit the net proceeds of the offering

	(other than certain fees payable to the Initial Purchasers) of the Senior Secured Notes and the Senior Notes into segregated escrow accounts pending satisfaction of the conditions to release of such proceeds. The escrow accounts will be in the name of the trustee on behalf of the holders of the Senior Secured Notes and Senior Notes, respectively. Upon delivery to the applicable escrow agent of an officer's certificate stating that the conditions to the release of the proceeds from escrow are satisfied, the escrowed funds will be released to us and utilized as described in "*The Transactions*", and "*Use of Proceeds*", "*Description of the Senior Secured Notes—Senior Secured Notes Escrow of Proceeds; Special Mandatory Redemption; Special Optional Redemption*" and "*Description of the Senior Notes—Senior Secured Notes Escrow of Proceeds; Special Mandatory Redemption; Special Optional Redemption*".
Senior Secured Notes	Upon the earlier of (i) the date on which neither LGI nor Lynx Europe Limited (together with its successors, by merger, consolidation, transfer, conversion of legal form or otherwise), directly or indirectly, beneficially owns and controls 100% of the issued and outstanding capital stock of the Senior Secured Notes Issuer, (ii) the date on which there first occurs a repudiation by the Senior Secured Notes Issuer of any of its obligations under the Senior Secured Notes Escrow Agreement or the unenforceability of the Senior Secured Notes Escrow Agreement against the Senior Secured Notes Issuer or any of its other creditors for any reason, (iii) the date on which any conditions to the release could not reasonably be deemed to be capable of being satisfied, (iv) the date on which the Merger Agreement terminates and (iv) if the Merger has not been completed on or before the Longstop Date (such date, the "**SSN Escrow Termination Date**"), the Senior Secured Notes Issuer will redeem all of the Senior Secured Notes (a) at a redemption price equal to 100% of the principal amount of the Notes plus accrued but unpaid interest (or issue price plus accreted original issue discount and accrued but unpaid interest, if any) and Additional Amounts, if any, if the Special Mandatory Redemption Date occurs on or before November 4, 2013 and (b) at a redemption price equal to 101% of the aggregate principal amount of the Notes plus accrued but unpaid interest, if any (or issue price plus accreted original issue discount and accrued but unpaid interest plus a provision of 1% of the aggregate issue price) and Additional Amounts, if any, if the Special Mandatory Redemption Date occurs after November 4, 2013 (each, a "**SSN Special Mandatory Redemption Price**") (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).
Senior Notes	Upon the earlier of (i) the date on which neither LGI nor Lynx Europe Limited (together with its successors, by merger, consolidation, transfer, conversion of legal form or otherwise), directly or indirectly, beneficially owns and controls 100% of the issued and outstanding capital stock of the Senior Notes Issuer, (ii) the date on which there first occurs a repudiation by the Senior Notes Issuer of any of its obligations under the Senior Notes Escrow Agreement or the unenforceability of the Senior Notes Escrow Agreement against the Senior Notes Issuer or any of its other creditors for any reason, (iii) the date on which any conditions to the release could not reasonably be deemed to be capable of being satisfied, (iv) the date on which the Merger Agreement terminates and (iv) if the Merger has not been completed on or before the Longstop Date (such date, the "**SUN Escrow Termination Date**"), the Senior Notes Issuer will redeem all of the Senior Notes (a) at a

redemption price equal to 100% of the principal amount of the Notes plus accrued but unpaid interest, if any, (or issue price plus accreted original issue discount and accrued but unpaid interest, if any) and Additional Amounts, if any, if the Special Mandatory Redemption Date occurs on or before November 4, 2013 and (b) at a redemption price equal to 101% of the principal amount of the Notes plus accrued but unpaid interest, if any, (or issue price plus accreted original issue discount and accrued but unpaid interest plus a premium of 1% of the aggregate issue price) and Additional Amounts, if any, if the Special Mandatory Redemption Date occurs after November 4, 2013 (each, a "**SUN Special Mandatory Redemption Price**"), in each case, to the SUN Special Mandatory Redemption Date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

Special Mandatory Redemption Notice . . . . . Notice of the special mandatory redemption will be mailed by the relevant Issuer no later than the second business day following the SSN Escrow Termination Date and/or the SUN Escrow Termination Date, as applicable, to the trustee of the relevant Notes and the relevant escrow agent, and will provide that such Notes shall be redeemed on a date that is no later than the fifth business day after such notice is mailed (the "**Special Mandatory Redemption Date**"). LGI will fund the difference between the SSN Special Mandatory Redemption Price and the SUN Special Mandatory Redemption Price and the relevant escrow proceeds pursuant to a guarantee provided by LGI.

Special Optional Redemption . . If, on the Debt Pushdown Date, there remains any Senior Secured Notes Escrowed Property that is not necessary to fund the amounts payable in respect of the Existing Senior Secured Notes that have been delivered to VM Secured Finance in the Senior Secured Notes Change of Control Offer and/or there remains any Senior Notes Escrowed Property that is not necessary to fund the amounts payable in respect of the Existing Senior Notes that have been delivered to VM Finance in the Senior Notes Change of Control Offer, the relevant Issuer may, at its option, redeem the Senior Secured Notes and/or the Senior Notes, as applicable, by such excess amount at a price equal to 100% of the principal amount of the Notes plus accrued but unpaid interest, if any, (or issue price plus accreted original issue discount and accrued but unpaid interest, if any) and Additional Amounts, if any from the Issue Date. See "*Description of the Senior Secured Notes—Senior Secured Notes Escrow of Proceeds; Special Mandatory Redemption; Special Optional Redemption*" and "*Description of the Senior Notes—Senior Notes Escrow of Proceeds; Special Mandatory Redemption; Special Optional Redemption*".

Under the debt commitment letter in respect of the Senior Credit Facility, if, following the completion of any Senior Secured Notes Change of Control Offer and/or Senior Notes Change of Control Offer, there remains any excess proceeds and the relevant Issuer determines, in its sole discretion to apply such proceeds to the repayment of any indebtedness, such Issuer is required to apply such proceeds to the repayment of Term Loan B under the Senior Credit Facility before redeeming the Senior Secured Notes and/or the Senior Notes pursuant to the special optional redemption provisions set forth in the relevant Indenture.

Ranking

Senior Secured Notes . . . . . Prior to the Debt Pushdown, the Senior Secured Notes will:

- be general senior obligations of the Senior Secured Notes Issuer; and
- have the benefit of security as described below under "*—Security*".

Prior to the Debt Pushdown, the Senior Secured Notes Issuer will not be permitted to incur any indebtedness or any other liabilities, except as permitted under "*Description of the Senior Secured Notes—Certain Covenants—Limitation on Activities of Newco Prior to the Debt Pushdown*". The Senior Secured Notes Indenture permits the Senior Secured Notes Issuer to incur hedging obligations in respect of the Notes including forward start hedging contracts that will be entered into on or about the Issue Date but will not become operative until the Debt Pushdown Date. The hedging counterparties under these forward start hedging contracts will benefit from the guarantee provided by LGI, but will not benefit from the security granted in favor of the holders of the Senior Secured Notes.

Immediately after giving effect to the Debt Pushdown, the Senior Secured Notes will:

- be general senior obligations of the Senior Secured Notes Issuer;
- rank *pari passu* in right of payment with any existing and future indebtedness of the Senior Secured Notes Issuer that is not subordinated to the Senior Secured Notes (including the Existing Senior Secured Notes, the Senior Secured Bridge Facility (as defined herein) and the Senior Credit Facility (as defined herein));
- rank senior in right of payment to any existing and future subordinated obligations of the Senior Secured Notes Issuer (including the senior subordinated guarantee given by the Senior Secured Notes Issuer in favor of the Senior Notes, the Existing Senior Notes and the Senior Bridge Facility);
- be guaranteed by the Senior Secured Notes Guarantors as described under "*—Guarantees*";
- have the benefit of security as described below under "*—Security*"; and
- be effectively subordinated to any existing and future indebtedness of the Senior Secured Notes Issuer that is secured by liens senior to the liens securing the Senior Secured Notes, or secured by property and assets that do not secure the Senior Secured Notes, to the extent of the value of the property and assets securing such indebtedness.

Senior Notes . . . . . Prior to the Debt Pushdown, the Senior Notes will:

- be general senior obligations of the Senior Notes Issuer ;
- have the benefit of security as described below under "*—Security*".

Prior to the Debt Pushdown, the Senior Notes Issuer will not be permitted to incur any indebtedness or any other liabilities, except as permitted under "*Description of the Senior Notes—Certain Covenants—Limitation on Activities of Newco Prior to the Debt Pushdown*". The indenture permits the Senior Notes Issuer to incur

hedging obligations in respect of the Notes including forward start hedging contracts that will be entered into on the Issue Date but will not become operative until the Debt Pushdown Date. The hedging counterparties under these forward start hedging contracts will benefit from the guarantee provided by LGI.

Immediately after giving effect to the Debt Pushdown, the Senior Notes will:

- be general senior unsecured obligations of the Senior Notes Issuer;
- rank *pari passu* in right of payment with any existing and future senior indebtedness of the Senior Notes Issuer, that is not subordinated to the Senior Notes (including the Existing Senior Notes, any Senior Bridge Facility and the guarantees of the Senior Credit Facility, the Senior Secured Bridge Facility, the Existing Senior Secured Notes and the Senior Secured Notes);
- rank senior in right of payment to any existing and future subordinated obligations of the Senior Notes Issuer that are expressly subordinated to the Senior Notes;
- will be effectively subordinated to any secured indebtedness of the Senior Notes Issuer and its subsidiaries, including any obligations owed by the Senior Notes Issuer in respect of its guarantee of the Senior Credit Facility, the Senior Secured Bridge Facility, the Existing Senior Secured Notes and the Senior Secured Notes, to the extent of the value of the assets securing such secured indebtedness;
- be guaranteed on a senior basis by each Senior Note Parent Guarantor and on a senior subordinated basis by each Senior Note Subsidiary Guarantor as described under "—Guarantees"; and
- be effectively subordinated to all liabilities of each subsidiary of the Senior Notes Issuer, including the Senior Note Subsidiary Guarantors.

Guarantors

Senior Secured Notes . . . . . Prior to the Debt Pushdown, the Senior Secured Notes will not be guaranteed.

Immediately after giving effect to the Debt Pushdown, the Senior Secured Notes will be guaranteed (each, a "**Senior Secured Notes Guarantee**") on a senior basis by Virgin Media, VMIH and VM FinanceCo (the "**Senior Secured Notes Parent Guarantors**") and the subsidiaries of VMIH that guarantee the Existing Senior Secured Notes and the Senior Credit Facility (the "**Senior Secured Notes Subsidiary Guarantors**" and together with the Senior Secured Notes Parent Guarantors, the "**Senior Secured Notes Guarantors**") a list of which is included in Schedule I of this Offering Memorandum. See "*Schedule I—List of Senior Secured Note Guarantors*." The guarantees will be subject to contractual and legal limitations, and may be released in certain circumstances.

Senior Notes . . . . . Prior to the Debt Pushdown, the Senior Notes will not be guaranteed. Immediately after giving effect to the Debt Pushdown, the Senior Notes will be guaranteed (each, a "**Senior Note Guarantee**" and, together with the Senior Secured Notes Guarantees, the "**Note Guarantees**") on a senior basis by Virgin Media, Virgin Media (UK) Group, Inc., Virgin Media Holdings Inc. and Virgin Media

	Communications Limited ("**VMCL**") (the "**Senior Notes Parent Guarantor**") and on a senior subordinated basis by VMIH and Virgin Media Investments Limited ("**VMIL**") (the "**Senior Notes Subsidiary Guarantors**" and together with the Senior Notes Parent Guarantors, the "**Senior Notes Guarantors**" and together with the Senior Secured Notes Guarantors, the "**Guarantors**"). The guarantees will be subject to legal and contractual limitations and may be released in certain circumstances.
Security	
Senior Secured Notes	Prior to the Debt Pushdown, the Senior Secured Notes will be secured by a first-priority pledge over the shares of the Senior Secured Notes Issuer and a first-priority security interest over the rights of the Senior Secured Notes Issuer under the Senior Secured Notes Escrow Agreement. Immediately after giving effect to the Debt Pushdown, the Senior Secured Notes will be secured by liens on substantially all of the assets of VMIH, the Senior Secured Notes Issuer and each of the Senior Secured Notes Guarantors (except for Virgin Media), being substantially the same assets as those on which liens have been or will be granted in respect of the indebtedness under the Senior Credit Facility, subject to certain exceptions. The Senior Secured Notes will share in any enforcement proceeds on a *pari passu* basis with the Senior Credit Facility, the Senior Secured Bridge Facility and the Existing Senior Secured Notes. For a description of the assets that are included in the collateral package in respect of the Senior Credit Facility and the Senior Secured Bridge Facility, but which would be excluded from the collateral package for the Senior Secured Notes and the Existing Senior Secured Notes, see "*Description of the Senior Secured Notes—Security—Limitations on the Collateral.*"
Senior Notes	Prior to the Debt Pushdown, the Senior Notes will be secured by a first-priority share charge over the shares of the Senior Notes Issuer and a first-priority security interest over the rights of the Senior Notes Issuer under the Senior Notes Escrow Agreement. Immediately after giving effect to the Debt Pushdown, the Senior Notes will be unsecured.
Additional Amounts; Tax Redemption	All payments in respect of the Notes will be made without withholding or deduction for any taxes or other governmental charges, except to the extent required by law. If withholding or deduction is required by law, subject to certain exceptions, the Senior Secured Notes Issuer or the relevant Senior Secured Notes Guarantor, or the Senior Notes Issuer or the relevant Senior Notes Guarantor, as applicable, will pay Additional Amounts so that the net amount you receive is no less than that which you would have received in the absence of such withholding or deduction. See "*Description of the Senior Secured Notes—Withholding Taxes*" and "*Description of the Senior Notes—Withholding Taxes*." The Senior Secured Notes Issuer or the Senior Notes Issuer, as applicable, may redeem the Notes in whole, but not in part, at any time, upon giving prior notice, if certain changes in tax law impose certain withholding taxes on amounts payable on the Notes, and, as a result, the Senior Secured Notes Issuer, a Senior Secured Notes Guarantor, or the Senior Notes Issuer or a Senior Notes Guarantor, as applicable, is required to pay Additional Amounts with respect to such withholding taxes. If the Senior Secured Notes Issuer or the Senior Notes Issuer, as applicable, decides to exercise such redemption right, it must pay you a price equal to the principal

amount of the Notes plus interest and Additional Amounts, if any, to the date of redemption. See "*Description of the Senior Secured Notes—Redemption for Taxation Reasons*" and "*Description of the Senior Notes—Redemption for Taxation Reasons*."

Optional Redemption

Senior Secured Notes . . . . . The Senior Secured Notes Issuer may redeem all or part of the Senior Secured Notes on or after , 2017 at the redemption prices as described under "*Description of the Senior Secured Notes—Optional Redemption—Optional Redemption on or after , 2017*."

Prior to , 2017, the Senior Secured Notes Issuer may redeem all or part of the Senior Secured Notes by paying a paying a "make whole" premium as described under "*Description of the Senior Secured Notes—Optional Redemption—Optional Redemption prior to , 2017*."

Prior to , 2016, the Senior Secured Notes Issuer may on one or more occasions use the net proceeds of specified equity offerings to redeem up to 40% of the principal amount of the Senior Secured Notes at the redemption price as set forth under "*Description of the Senior Secured Notes—Optional Redemption—Optional Redemption upon Equity Offerings*."

Prior to , 2017, during each 12-month period commencing on the Issue Date, the Senior Secured Notes Issuer may redeem up to 10% of the principal amount of the Senior Secured Notes at a redemption price equal to 103% of the principal amount thereof plus accrued and unpaid interest to (but excluding) the date of redemption. See "*Description of the Senior Secured Notes—Optional Redemption—Optional Redemption prior to , 2017*."

Senior Notes . . . . . The Senior Notes Issuer may redeem all or part of the Senior Notes on or after , 2018 at the redemption prices as described under "*Description of the Senior Notes—Optional Redemption—Optional Redemption on or after , 2018*."

Prior to , 2018, the Senior Notes Issuer may redeem all or part of the Senior Notes by paying a paying a "make whole" premium as described under "*Description of the Senior Notes—Optional Redemption—Optional Redemption prior to , 2018*."

Prior to , 2016, the Senior Notes Issuer may on one or more occasions use the net proceeds of specified equity offerings to redeem up to 40% of the principal amount of the Senior Notes at the redemption price as described under "*Description of the Secured Notes—Optional Redemption—Optional Redemption upon Equity Offerings*."

Change of Control . . . . . If the Senior Secured Notes Issuer or the Senior Notes Issuer experiences a change of control (as defined in the relevant indenture) at any time after giving effect to the Merger, they or it will be required to offer to repurchase the Senior Secured Notes and the Senior Notes, as applicable, at 101% of their principal amount plus accrued interest to (but excluding) the date of such repurchase. See "*Description of the Senior Secured Notes—Certain Covenants—Change of Control*" and "*Description of the Senior Notes—Certain Covenants—Change of Control*".

The indentures will limit the ability of each Issuer, prior to the Debt Pushdown, to engage in certain business and other activities, including

	ability to incur additional indebtedness. The indentures permit the Issuers to incur hedging obligations, including forward start hedging contracts that will be entered into on or around the Issue Date but will not become operative until the Debt Pushdown Date. The hedging counterparties under these forward start hedging contracts will benefit from the guarantee provided by LGI. After the Debt Pushdown, the indentures will partially limit, among other things, the ability of VMIH and the restricted subsidiaries (in the case of Senior Secured Notes) and VMCL and the restricted subsidiaries (in the case of Senior Notes) to:
Certain covenants	• incur or guarantee additional indebtedness and issue certain preferred stock; • pay dividends, redeem capital stock and make certain investments; • make certain other restricted payments; • create or permit to exist certain liens; • impose restrictions on the ability of our subsidiaries to pay dividends or make other payments to us; • impose restrictions on the ability of our subsidiaries to pay dividends or make other payments to us; • transfer, lease or sell certain assets including subsidiary stock; • merger or consolidate with other entities; • enter into transactions with affiliates; and • in the case of Senior Secured Notes, impair the security interests for the benefit of the holders of the Senior Secured Notes. Each of these covenants is subject to a number of significant exceptions and qualifications. See "*Description of the Senior Secured Notes—Certain Covenants*" and the related definitions and "*Description of the Senior Notes—Certain Covenants*" and the related definitions.
Governing Law	The Notes and the guarantees of the Notes will be governed by the laws of the State of New York.
Trustee	The Bank of New York Mellon, acting through its London Branch.
Principal Paying Agent and Registrar	The Bank of New York Mellon, acting through its London Branch.
Paying Agent in New York	The Bank of New York Mellon.
Security Trustee	Deutsche Bank AG, London Branch.
Luxembourg Listing Agent and Transfer Agent	The Bank of New York Mellon (Luxembourg), S.A.
Escrow Agent	The Bank of New York Mellon, acting through its London Branch.
Transfer Restrictions	We have not registered the Notes under the Securities Act or the securities laws of any other jurisdiction. The Notes are subject to certain transfer restrictions and may only be offered or sold by you pursuant to an exemption from the registration requirements of, or in transactions not covered by, the Securities Act. See "*Transfer Restrictions*."
No Prior Market	The notes will be new securities for which there is currently no market. Although the Initial Purchasers have informed us that they intend to make a market in the Notes, they are not obligated to do so,

	and may discontinue market-making at any time without notice. Accordingly, we cannot assure you that a liquid market for the Notes will develop or be maintained.
Listing	The Issuers will make an application to list the notes on the Official List of the Luxembourg Stock Exchange and for admission of the notes to trading on the Euro MTF market of the Luxembourg Stock Exchange. There is no assurance that this listing will be obtained.
Use of Proceeds	The gross proceeds of this offering will be £2,295.7 million, utilizing the exchange rate at December 31, 2012 of $1.6189 per £1.00. Fees and expenses associated with the Notes and the Senior Credit Facility are expected to be £103.3 million. We intend to use the net proceeds of this offering, together with certain other sources of financing or other contributions, to (i) fund a portion of the purchase price for the Merger; (ii) to finance any Senior Notes Change of Control Offer and any Senior Notes Change of Control Offer; (iii) to prepay all amounts outstanding under the Existing Credit Facility, (iv) to pay certain costs and expenses, as described in more detail under "*—The Transactions*" and (v) for general corporate purposes. See "*Use of Proceeds*."
Tax Considerations	You are urged to consult your own tax advisors with respect to the U.S. federal, state, local and non-U.S. tax considerations related to purchasing, owning and disposing of the Notes. See "*Certain U.S. Federal Income Tax Considerations*" and "*Material United Kingdom Tax Considerations*."
Original Issue Discount	If the stated principal amount of the Notes exceeds their respective issue price by an amount equal to or greater than a statutorily defined *de minimis* amount, then the Notes will be considered to be issued with original issue discount ("OID") for U.S. federal income tax purposes. If the Notes are issued with OID, then, in addition to the stated interest on a Note, a holder subject to U.S. federal income taxation generally will be required to include the OID on such Note in gross income (as ordinary income) as it accrues on a constant yield to maturity basis for U.S. federal income tax purposes, in advance of the receipt of the cash payments to which such OID is attributable and regardless of the holder's regular method of accounting for U.S. federal income tax purposes. See "*Certain U.S. Federal Income Tax Considerations.*"
Form of Notes	The Notes will be issued initially in the form of one or more of each of Rule 144A global notes, offered and sold to QIBs (as defined in Rule 144A) and one or more Temporary Regulation S global notes, offered and sold to non-U.S. persons (as defined in Regulation S) in offshore transactions in reliance on Regulation S. Interests in the Temporary Regulation S global notes will be exchangeable for interests in one or more corresponding permanent Regulation S global notes not earlier than the later of (i) the "distribution compliance period" as defined in Regulation S and (ii) the first day on which certification of non-U.S. ownership is provided to the relevant trustee. See "*Book-Entry Settlement and Clearance*." The Notes will be deposited with the applicable custodians for the book-entry depositaries. The book-entry depositaries will issue depositary interests in respect of the Notes and then record such interests in their books and records in the name of DTC's, Clearstream's or Euroclear's nominee, as the case may be. Ownership of book-entry interests in the depositary interests will be limited to persons who have accounts with DTC, Clearstream and/or Euroclear

	or persons who hold interests through these persons. Book-entry interests in the depositary interests will be shown on, and transfers will be effected only through, records maintained in book-entry form by DTC, Clearstream and/or Euroclear and their participants. See "*Book-Entry Settlement and Clearance*."
Clearing Information	*Rule 144A Notes*:
	The CUSIP number assigned to the Dollar Senior Secured Notes issued under Rule 144A is and the ISIN number is .
	The CUSIP number assigned to the Dollar Senior Notes issued under Rule 144A is and the ISIN number is .
	The ISIN number assigned to the Sterling Senior Secured Notes issued under Rule 144A is and the common code is .
	The ISIN number assigned to the Sterling Senior Notes issued under Rule 144A is and the common code is .
	Regulation S Notes:
	The CUSIP number assigned to the Dollar Senior Secured Notes issued under Regulation S is and the ISIN number is .
	The CUSIP number assigned to the Dollar Senior Notes issued under Regulation S is and the ISIN number is .
	The ISIN number assigned to the Sterling Senior Secured Notes issued under Regulation S is and the common code is .
	The ISIN number assigned to the Sterling Senior Notes issued under Regulation S is and the common code is .

Risk Factors

An investment in the notes involves a high degree of risk. You should carefully consider the information set forth under "*Risk Factors*" and all of the information included in, or incorporated by reference into, this offering memorandum before deciding to invest in the notes.

SUMMARY CONSOLIDATED FINANCIAL AND AS ADJUSTED DATA

The following tables summarize our consolidated financial data for the periods presented. The summary consolidated financial data as of December 31, 2012, 2011 and 2010 and for each of the years ended December 31, 2012, 2011 and 2010 are derived from our audited consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2011 filed with the SEC on February 21, 2012 and our unaudited financial information contained in Annex I. Our financial statements are prepared in accordance with generally accepted accounting principles in the United States. The reporting currency of our financial statements is U.K. pounds sterling. See "*Currency Presentation and Exchange Rate Information*." You should read the following financial information together with the information under "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" and our consolidated financial statements and the notes to those consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2011 filed with the SEC on February 21, 2012 and incorporated by reference into this offering memorandum and the financial information contained in Annex I.

	Year ended December 31,		
	2012	2011	2010
	(unaudited)	(in millions of £'s)	
Statement of Operations Data:			
Revenue	4,100.5	3,991.8	3,875.8
Operating income (loss)	699.1	540.2	321.9
Income (loss) from continuing operations	2,852.6	77.1	(169.2)

	As of December 31,		
	2012	2011	2010
	(unaudited)	(in millions of £'s)	
Balance Sheet Data:			
Cash, cash equivalents and marketable securities	206.3	300.4	479.5
Fixed assets, net	4,512.2	4,602.7	4,763.1
Total assets	10,504.3	7,938.8	8,833.2
Long term obligations	5,929.1	5,855.1	6,020.4
Shareholders' equity	3,157.6	638.9	1,264.6

The "Certain As Adjusted Leverage Ratio Information" table below provides certain financial data on an as-adjusted basis after giving effect to the Transactions, including the issuance of the Notes offered hereby and the Debt Pushdown. See "*Sources and Uses for the Transactions*" and "*Capitalization*."

	As of and for the year ended December 31, 2012
	(in millions) (unaudited)
Certain As Adjusted Leverage Ratio Information:	
Annualized EBITDA[(1)(2)]	£1,799.2
As adjusted senior secured debt[(3)(4)]	£6,100.6
As adjusted total debt[(3)(4)]	£7,238.2
Ratio of as adjusted senior secured debt to annualized EBITDA (L2QA with synergies)[(3)(4)]	3.4x
Ratio of as adjusted total debt to annualized OCF (L2QA with synergies)[(3)(4)]	4.0x

(1) Annualized EBITDA is calculated by multiplying by two the sum of OCF (as defined below) for the six months ended December 31, 2012, plus stock-based compensation expense and related employer's taxes on stock-based compensation (£874.6 million), and adding £50.0 million to include a majority of the annual synergies that are currently expected to be achieved upon the full integration of LGI and Virgin Media. It should be noted that the leverage ratios for the Notes differ from those of the Existing Senior Secured Notes and the Existing Senior Notes of Virgin Media in that (i) the leverage ratios of the Existing Senior Secured Notes and the Existing Senior Notes of Virgin Media are based on the latest twelve months of EBITDA (as defined in the indentures for the Existing Senior Secured Notes and the Existing Senior Notes), as opposed to the latest two quarters of Consolidated EBITDA

(as defined in the indentures for the Notes) annualized pursuant to the Notes, and (ii) the definition of EBITDA in the indentures for the Existing Senior Secured Notes and the Existing Senior Notes is different from the definition of Consolidated EBITDA in the indentures for the Notes, with the primary difference being the treatment of stock-based compensation expense, which is deducted to arrive at EBITDA under the indentures for the Existing Senior Secured Notes and the Existing Senior Notes, but is not deducted to arrive at Consolidated EBITDA under the indentures for the Notes.

(2) OCF is operating income before depreciation, amortization, goodwill and intangible asset impairments and restructuring and other charges. OCF is a non-GAAP financial measure and the most directly comparable GAAP measure is operating income.

	Six months ended December 31, 2012
	(in £ millions) (unaudited)
Reconciliations of operating income before depreciation, amortization, goodwill and intangible asset impairments and restructuring and other charges (OCF) to GAAP operating income	
Operating income before depreciation, amortization, goodwill and intangible asset impairments and restructuring and other charges (OCF)	£864.9
Reconciling items	
Depreciation and amortization	(478.5)
Restructuring and other charges	2.2
Operating income	**388.6**
Stock-based compensation expenses and related employer's taxes	9.7

(3) As adjusted covenant senior debt and covenant total debt are calculated in accordance with the indentures governing the Notes and are adjusted to reflect (i) the issuance of the £1,400.0 million aggregate principal amount of the Sterling Notes and the $1,450.0 million (£895.7 million equivalent) aggregate principal amount of the Dollar Notes offered hereby, and (ii) the initial borrowings of £2,676.8 million under the Senior Credit Facility and assumes that (a) 100% of the Convertible Senior Notes are converted into the right to receive the merger consideration, (b) 100% of the 2021 Notes and 2022 Notes are redeemed at a price of 101% pursuant to a repurchase of such notes in connection with the Merger and (c) all principal amounts under the Existing Credit Facility are prepaid.

(4) The proceeds of the Dollar Notes have been converted into pound sterling at a rate of $1.6189 to £1.00, the market rate at 6 p.m. London time on December 31, 2012.

RISK FACTORS

An investment in the notes involves a high degree of risk. You should carefully consider the risks described below before deciding to invest in the notes. In assessing these risks, you should also refer to the other information included in, or incorporated by reference into, this offering memorandum, including the financial statements and related notes incorporated by reference. We also incorporate by reference the risk factors listed under Item 1A "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2011, as filed with the SEC on February 21, 2012. These risks and uncertainties are not the only ones we face. Additional risks and uncertainties that are not currently known to us or that we currently consider immaterial could also impair our business, financial condition, results of operations and our ability to make payments on the notes. Various statements in this offering memorandum, including the following risk factors, constitute forward-looking statements.

Risks relating to our business and industry

We operate in highly competitive markets, which may lead to a decrease in our revenue, increased costs, increased customer churn or a reduction in the rate of customer acquisition.

The markets for broadband internet, television, telephony and business services in which we operate are highly competitive and, in certain markets, we compete with established companies that hold positions of market power in these and/or closely related markets. We face competition from these companies, other established companies and potential new entrants. Technological advances may increase competition or alter the competitive dynamics of markets in which we operate. For example, the distribution of entertainment and other information over the internet, as well as the distribution of entertainment through mobile phones and other devices that continue to increase in popularity and could increase the number of media choices available to subscribers. In addition, continued consolidation within the media industry may permit more competitors to offer "triple-play" bundles of digital television, fixed line telephony and broadband services, or "quad-play" bundles including mobile telephone services. Consolidation by competitors can create economies of scale that we cannot replicate, for example in the mobile sector. Many of our competitors are part of multinational groups, and some may have substantially greater financial resources and benefit from greater economies of scale than we do.

In order to compete effectively, we may be required to reduce the prices we charge for our services or increase the value of our services without being able to recoup associated costs. We may also need to pursue legal and regulatory actions. In addition, some of our competitors offer services that we are unable to offer. Any increase in competitive pressures in our markets may lead to a decrease in our revenue, increased costs, increased customer churn or a reduction in the rate of customer acquisition, which could have an adverse effect on our business, financial condition, results of operations and cash flows.

The sectors in which we compete are subject to rapid and significant changes in technology, and the effect of technological changes on our businesses cannot be predicted.

The broadband internet, television, telephony and business services sectors are characterized by rapid and significant changes in technology. Advances in current technologies, such as VoIP (over fixed and mobile technologies), 3D TV, mobile instant messaging, wireless fidelity, or Wi-Fi, the extension of local Wi-Fi networks across greater distances, or WiMax, LTE, internet protocol television, or the emergence of new technologies, such as white space technologies (which use portions of the old analog TV spectrum), or the availability to our competitors of 4G spectrum and technology, may result in our core offerings becoming less competitive or render our existing products and services obsolete. We may not be able to develop new products and services, or keep up with trends in the technology market, at the same rate as our competitors (or at all). The pace of change may be such that we fail to seize opportunities to become market disrupters or to adequately respond to market disrupters. Any of these could lead to a decrease in our revenue, increased costs, increased customer churn or a reduction in the rate of customer acquisition. This could have an adverse effect on our business, financial condition, results of operations and cash flows.

The cost of implementing emerging and new technologies could be significant, and our ability to fund that implementation may depend on our ability to obtain additional financing. Similarly, the deployment of new technologies in the spectrum frequencies in which we operate could have a material adverse effect on the existing services offered by us, with a consequential material adverse effect on our businesses either through greater competition or through interference with our customer premises equipment, or CPE.

Adverse economic developments could reduce customer spending for our TV, broadband, and telephony services and increase churn, either of which could therefore have a material adverse effect on our revenue.

Most of our revenue is derived from residential subscribers who could be impacted by adverse economic developments in the U.K. Accordingly unfavorable economic developments, such as recessions or inflationary pressures, could negatively affect the affordability of and demand for many of our products and services. Customers could elect to use fewer higher margin products and services or could turn to lower cost products and services offered by other companies. For example, there may be increased reliance on VoIP or other internet-based telephony solutions in lieu of our fixed and mobile telephony services, and there may be an increased reliance on video streaming over the internet such as through Netflix, LOVEFILM, BBC iPlayer and ITV Player instead of relying on our TV products and services. Such a consumer shift could in turn adversely impact our ability to increase, or in certain cases, maintain our revenue levels.

Our fixed line telephony revenue is declining and unlikely to improve.

Fixed line telephony usage is in decline across the industry, with the rate of decline in lines used by businesses being nearly twice as high as that in the residential fixed telephony market. There is a risk that business and residential customers will migrate from using fixed line telephony to using other forms of telephony such as VoIP, or mobile telephony. There is no assurance that our fixed line customers will migrate to our mobile phones and they may eventually shift to other providers of mobile telephony services. Such a migration could have a material effect on our results of operations, revenue and financial condition.

A failure in our network and information systems, whether caused by a natural failure or a security breach, could significantly disturb our operations, which could have a material adverse effect on those operations, our business, our results of operations and financial condition.

Certain network and information systems are critical to our business activities. Network and information systems may be affected by cyber security incidents that can result from deliberate attacks or system failures. These may include, but are not limited to computer hackings, computer viruses, worms or other destructive or disruptive software, or other malicious activities. Our network and information systems may also be the subject of power outages, fire, natural disasters, terrorist attacks, war or other similar events. Theft of metals is particularly acute in the U.K. due to high prices for scrap metal, and our network is not immune to such thefts. Such events could result in a degradation of or disruption to, our cable and non-cable services, could prevent us from billing and collecting revenue due to us or could damage our equipment and data or could result in damage to our reputation. Disruption to services could result in excessive call volumes to call centers that may not be able to cope with such volume, which could in turn have an adverse effect on our reputation and brand. Our plans for recovery from, and resilience to, such challenges may not be sufficient. The amount and scope of insurance we maintain against losses resulting from these events may not be sufficient to cover our losses or otherwise adequately compensate us for any disruptions to our business that may result.

Sustained or repeated failures of our own or third-party systems that interrupt our ability to provide services to our customers, prevent us from billing and collecting revenue, or that otherwise prevent us from meeting our obligations in a timely manner, would adversely affect our reputation and result in a loss of customers and revenue. These network and information systems-related events could also require significant expenditures to repair or replace damaged networks or information systems or to protect them from similar events in the future. Further, any security breaches, such as misappropriation, misuse, penetration by viruses, worms or other destructive or disruptive software, leakage, falsification or accidental release or loss of information maintained in our information technology systems and networks or those of our business partners (including customer, personnel and vendor data) could damage our reputation, result in legal and/or regulatory action against us, and require us to expend significant capital and other resources to remedy any such security breach. As a result of the increasing awareness concerning the importance of safeguarding personal information, the potential misuse of such information and legislation that has been adopted or is being considered regarding the protection, privacy and security of personal information, the liability associated with information-related risks is increasing, particularly for businesses like ours that handle a large amount of personal customer data. The occurrence of any such network or information system-related events or security breaches could have a material adverse effect on our business and results of operations.

Unauthorized access to our network resulting in piracy could result in a loss of revenue.

We rely on the integrity of our technology to ensure that our services are provided only to identifiable paying customers. Increasingly sophisticated means of illicit piracy of television, broadband and telephony services are continually being developed in response to evolving technologies. Furthermore, billing and revenue generation for our pay television services rely on the proper functioning of our encryption systems. While we continue to invest in measures to manage unauthorized access to our networks, any such unauthorized access to our cable television service could result in a loss of revenue, and any failure to respond to security breaches could raise concerns under our agreements with content providers, all of which could have a material adverse effect on our business and results of operations.

We rely on third-party suppliers and contractors to provide necessary hardware, software or operational support and are reliant on them in a way that could economically disadvantage us.

We rely on third-party vendors to supply us with a significant amount of customer equipment, hardware, software and operational support necessary to operate our network and systems and provide our services. In many cases, we have made substantial investments in the equipment or software of a particular supplier, making it difficult for us in the short term to change supply and maintenance relationships in the event that our initial supplier is unwilling or unable to offer us competitive prices or to provide the equipment, software or support that we require. In addition, certain provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act may soon require us to report on "conflict materials" used in our products and the due diligence plan we put in place to track whether such minerals originate from the Democratic Republic of Congo and adjoining countries. The implementation of these requirements could affect the sourcing and availability of minerals used in certain of our products.

We also rely upon a number of third-party contractors to construct and maintain our network and to install our equipment in customers' homes. Quality issues or installation or service delays relating to these contractors could result in liability, reputational harm or contribute to customer dissatisfaction, which could result in additional churn or discourage potential new customers.

We are furthermore exposed to risks associated with the potential financial instability of our suppliers, some of whom may have been adversely affected by the global economic downturn. If our suppliers were to discontinue certain products, were unable to provide equipment to meet our specifications or interrupt the provision of equipment or services to us, whether as a result of bankruptcy or otherwise, our business and profitability could be materially adversely affected.

The "Virgin" brand is not under our control and the activities of the Virgin Group and other licensees could have a material adverse effect on the goodwill of customers towards us as a licensee.

The "Virgin" brand is integral to our corporate identity. We are reliant on the general goodwill of consumers towards the Virgin brand. Consequently, adverse publicity in relation to the Virgin Group or its principals, particularly Sir Richard Branson who is closely associated with the brand, or in relation to another licensee of the "Virgin" name and logo (particularly in the U.K. where we do business) could have a material adverse effect on our reputation, business and results of operations.

Our inability to obtain popular programming or to obtain it at a reasonable cost could potentially have a material adverse effect on the number of customers or reduce margins.

We enter into agreements for the provision of television programs and channels distributed via our entertainment service with program providers, such as public and commercial broadcasters, or providers of pay or on-demand television. We have historically obtained a significant amount of our premium programming and some of our basic programming and pay per view sporting events from BSkyB. BSkyB is also one of our main competitors in the television services business. BSkyB is a leading supplier of programming to pay television platforms in the U.K. and is the exclusive supplier of some programming, including its Sky Sports channels and Sky Movies channels, which are the most popular premium subscription sports and film channels available in the U.K.

In 2010, Ofcom imposed new license conditions on BSkyB that provide for a WMO obligation on Sky that regulate (or set a fair, reasonable and non-discriminatory requirement for) the price and terms of supply of certain of BSkyB's Sports Channels. While BSkyB and others have appealed the imposition of these license conditions, we and others have appealed that the intervention did not go far enough and we are seeking to overturn it.

We now buy BSkyB wholesale premium content on the basis of carriage agreements entered into on June 4, 2010, which provide for the wholesale distribution of BSkyB's basic channels and its premium sports and movies channels on our cable TV service. This agreement expires on June 30, 2013, after which we will have to negotiate a new agreement for the supply of BSkyB premium sports and movie channels. However, for SD we are still exposed to BSkyB changing the ratecard terms of supply on 60 days' notice, and to wholesale price changes for Sky Sports 1 and 2 that can occur under Ofcom's price regulation mechanism following changes to BSkyB's own retail prices. We are also exposed to BSkyB offering HD versions of its channels exclusively to its digital satellite customers and not to us. Moreover, the launch of Sky Atlantic exclusively to its own retail customers on the satellite platform is an example of the ongoing risk of BSkyB migrating attractive basic content to new channels that it is not contractually obliged to supply to us and then withholding supply or setting uneconomic terms for supply.

Other significant programming suppliers include the BBC, ITV, Channel 4, UKTV, Five, Viacom Inc., ESPN, Discovery Communications Inc. and Turner, a division of Time Warner Inc. Our dependence on these suppliers for television programming could have a material adverse effect on our ability to provide attractive programming at a reasonable cost. Any loss of programs could negatively affect the quality and variety of the programming delivered to our customers. In addition, there is the risk that suppliers will become exclusive providers to other platforms, including BSkyB, which reduces our ability to offer the same or similar content to our customers. All of these factors could have a material adverse effect on our business and increase customer churn.

Our consumer mobile service relies on EE's network to carry its communications traffic.

Our services to mobile customers rely on our agreement with EE for voice, non-voice and other telecommunications services and for ancillary services such as pre-pay account management. If the agreement with EE is terminated, or if EE fails to provide the services required under the agreement, or if EE fails to deploy and maintain its network, and we are unable to find a replacement network operator on a timely and commercial basis (if at all), we could be prevented from continuing our mobile business. If we find a replacement network operator, we may only be able to carry on our mobile business on less favorable terms. Additionally, migration of all or some of our customer base to any such replacement network operator would be dependent in part on EE and could entail potential technical or commercial risk.

EE is also a customer of Virgin Media Business. Any disagreements between EE and our Consumer Segment or between EE and Virgin Media Business could have a material adverse effect on the relationship of the other Virgin Media businesses and EE.

We do not insure the underground portion of our cable network and various pavement-based electronics associated with our cable network.

Our cable network is one of our key assets. However, we do not insure the underground portion of our cable network or various pavement-based electronics associated with our cable network. Almost all our cable network is constructed underground. As a result, any catastrophe that affects our underground cable network or our pavement-based electronics could prevent us from providing services to our customers and result in substantial uninsured losses that would have a material adverse effect on our business and results of operations.

We are subject to currency and interest rate risks.

We are subject to currency exchange rate risks because substantially all of our revenues and operating expenses are paid in pounds sterling, but we pay interest and principal obligations with respect to a portion of our indebtedness in U.S. dollars and euros. To the extent that the pound sterling declines in value against the U.S. dollar and the euro, the effective cost of servicing our U.S. dollar and euro-denominated debt will be higher. Changes in the exchange rate result in foreign currency gains or losses.

We are also subject to interest rate risks as we have interest determined on a variable basis, either through unhedged variable rate debt or derivative hedging contracts. We also incur costs in U.S. dollars, euros and South African rand, in the ordinary course of our business, including for customer premises equipment and network maintenance services. Any deterioration in the value of the pound relative to the U.S. dollar, euro or the rand could cause an increase in the effective cost of purchases made in these currencies as only part of these exposures are hedged.

We are subject to tax in more than one tax jurisdiction and our structure poses various tax risks.

We are subject to taxation in multiple jurisdictions, in particular the U.S. and the U.K. Our effective tax rate and tax liability will be affected by a number of factors in addition to our operating results, including the amount of taxable income in particular jurisdictions, the tax rates in those jurisdictions, tax treaties between jurisdictions, the manner in which and extent to which we transfer funds to and repatriate funds from our subsidiaries, accounting standards and changes in accounting standards, and future changes in the law. We may incur losses in one jurisdiction that cannot be offset against income earned in a different jurisdiction and so we may pay income taxes in one jurisdiction for a particular period even though on an overall basis we incur a net loss for that period.

Substantially all of our operations are conducted through U.K. subsidiaries that are owned by one or more members of a U.S. holding company group. We do not expect to have current U.K. tax liabilities on our operating earnings for at least the medium term. However, our operations may give rise to U.S. tax on "Subpart F" income generated by our U.K. subsidiaries, or on repatriations of cash from our U.K. operating subsidiaries to the U.S. holding company group. We believe that our U.K. subsidiaries have a substantial U.S. tax basis that may be available to avoid or reduce U.S. tax on repatriation of cash from our U.K. subsidiaries. However, there is a risk that the Internal Revenue Service, or IRS, may seek to challenge the amount of that tax basis or that we will not be able to utilize such basis under applicable tax law. As a result, although in accordance with applicable law we will seek to minimize our U.S. tax liability as well as our overall worldwide tax liability, we may incur U.S. tax liabilities with respect to repatriation of cash from our U.K. subsidiaries to the United States. The amount of the tax liability, if any, would depend upon a multitude of factors, including the amount of cash actually repatriated.

We also pay Value Added Tax, or VAT, on our revenue generating activities in the U.K. From time to time, the U.K. tax authorities review the basis upon which our VAT liability is assessed. We are currently engaged in a dispute with the tax authorities over one of these reviews.

Acquisitions and other strategic transactions present many risks, and we may not realize the financial and strategic goals that were contemplated at the time of any transaction.

From time to time we have made acquisitions, dispositions and have entered into other strategic transactions. In connection with such transactions, we may incur unanticipated expenses, fail to realize anticipated benefits, have difficulty integrating the acquired businesses, disrupt relationships with current and new employees, customers and suppliers, incur significant indebtedness, or experience delays or fail to proceed with announced transactions. These factors could have a material adverse effect on our business and/or our reputation.

Adverse changes in our financial outlook may result in negative or unexpected tax consequences which could adversely affect our net income

During 2012, we recognized a gain on reversing a significant portion of the valuation allowance on our deferred tax assets. Future adverse changes in the underlying profitability and financial outlook of our operations could cause us to change our judgment and establish an additional valuation allowance on our deferred tax assets, which could materially and adversely affect our consolidated balance sheets and statements of comprehensive income. A change in this valuation allowance will not result in any change to the amount of cash payments we make to the tax authorities.

We are subject to significant regulation, and changes in U.K. and EU laws, regulations or governmental policy affecting the conduct of our business may have a material adverse effect on our ability to set prices, enter new markets or control our costs.

Our principal business activities are regulated and supervised by Ofcom and the U.K. Office of Fair Trading, among other regulators. Regulatory change is an ongoing process in the communications sector at both U.K. and EU level. Changes in laws, regulations or governmental policy affecting our activities and those of our competitors could significantly influence how we operate our business and introduce new products and services. For example, regulatory changes relating to our activities and those of our competitors, such as changes relating to third party access to cable networks, the costs of interconnection with other networks or the prices of competing products and services, or any change in policy allowing more favorable conditions for other operators, could adversely affect our ability to set prices, enter new markets or control our costs. In particular, following the transposition of recent amendments to European directives into U.K. law, Ofcom may attempt to use the non-significant market power, or non-SMP, access

provisions to require us to make available access to our network to third parties. In addition, Ofcom may look to impose regulation on the cable network, which is currently unregulated. Such regulation would allow customers to switch with ease to another provider without informing us. Our ability to introduce new products and services may also be affected if we cannot predict how existing or future laws, regulations or policies would apply to such products or services. In addition, our business and the industry in which we operate are subject to investigation by regulators, which could lead to enforcement actions, fines and penalties or the assertion of private litigation claims and damages. Any such action could harm our reputation and result in increased costs to the business.

Risks relating to the Transactions

The Merger Agreement is subject to certain conditions, and as a result the Merger may not be consummated; Virgin Media's operations both pre- and post-consummation of the Merger will be impacted.

On February 5, 2013, Virgin Media entered into the Merger Agreement with LGI, pursuant to which Virgin Media agreed to be acquired by LGI subject to the terms and conditions in the Merger Agreement. The consummation of the Merger pursuant to the Merger Agreement is subject to regulatory approval, the affirmative approval of the shareholders of both LGI and Virgin Media and other customary conditions. In addition, the Merger Agreement may be terminated under certain conditions by Virgin Media or LGI. As a result the Merger may not be consummated.

Whether or not the Merger is completed, the announcement and pendency of the transaction could cause disruptions to our business, which could have an adverse effect on our business, financial condition and results of operations.

Under the Merger Agreement, Virgin Media has agreed to certain covenants that place restrictions on its ability to, among other things, dispose of properties or assets, make unbudgeted capital expenditures, acquire substantial assets, make substantial investments, increase the salary of certain of its employees or directors, pay certain bonuses or incentive compensation, grant new equity or non-equity based compensation awards, hire new employees, redeem equity interests, declare or pay dividends or make other distributions in respect of its capital stock, other than a regular quarterly dividend of up to $0.04 per share, incur indebtedness, enter into certain transactions with related parties or enter into new material contracts outside the ordinary course of business, in each case, until the earlier of the termination of the Merger Agreement and the effective time of the Merger.

Once consummated, the combined company may be unable to successfully integrate operations and realize the full anticipated synergies of the Merger.

Virgin Media will incur substantial merger-related costs in connection with the Merger.

Virgin Media expects to incur non-recurring merger-related costs associated with completing the Merger, combining its operations with those of LGI and achieving desired synergies. These costs include fees paid to legal, financial and accounting advisors, filing fees, printing costs and potential tax costs related to the Debt Pushdown. Additional unanticipated costs may be incurred in the integration of the businesses of Virgin Media and LGI. There can be no assurance that the elimination of certain duplicative costs, as well as the realization of other efficiencies related to the integration of the two businesses, will offset the incremental merger-related costs over time. Thus, any net benefit may not be achieved in the near term, the long term or at all. Many of these costs will be incurred whether or not the Merger is consummated.

Virgin Media may experience disruptions as a result of the Merger that make it difficult to retain executives and other employees.

Uncertainty about the effect of the Merger on Virgin Media's employees may have an adverse effect on Virgin Media. This uncertainty may impair Virgin Media's ability to attract, retain and motivate personnel until the Merger is completed. Employee retention may be particularly challenging during the pendency of the Merger, as employees may feel uncertain about their future roles with the combined group. If Virgin Media's employees depart because of issues relating to the uncertainty and difficulty of integration or a desire not to become employees of the combined group, Virgin Media's ability to realize the anticipated benefits of the Merger could be reduced.

We may be unable to complete the Debt Pushdown within the anticipated timeframe.

Pursuant to the indentures governing the Notes, we are required to consummate the Debt Pushdown within 30 business days of consummation of the Merger. If we do not complete the Debt Pushdown within such timeframe, we will be in default under the Senior Secured Notes Indenture and the Senior Notes Indenture. In addition, the release of the escrowed funds is subject to consummation of the Debt Pushdown. In order to complete the Debt Pushdown, there are various steps that we must take, including the transfer of the shares of each of Lynx I Corp. and Lynx II Corp. to the issuer of the Existing Senior Secured Notes and the Senior Notes, respectively, and the assumption (or other transfer) of the obligations under the Notes to the issuer of the Existing Senior Secured Notes and the Existing Senior Notes, respectively. In addition, we will be required to grant the collateral securing the Senior Secured Notes and Senior Secured Note Guarantees (the "**Collateral**") to secure our obligations no later than the earlier of (i) the date on which the Senior Credit Facility is secured by the Collateral and (ii) the date that is 60 days after the date of the consummation of the Merger.

The interests of LGI may conflict with Virgin Media's interests.

Upon consummation of the Merger, Virgin Media will be controlled by the Ultimate Parent. When business opportunities, or risks and risk allocation arise, the interests of the Ultimate Parent (or other LGI entities) may be different, or in conflict with Virgin Media's interests on a stand-alone basis. Because Virgin Media will be controlled by the Ultimate Parent, the Ultimate Parent may allocate certain or all of its business opportunities to parts of the combined group other than Virgin Media.

Certain current stockholders of LGI will have an influence over the business and affairs of the combined company after the Merger.

Under certain circumstances, an Issuer will be required or may elect to redeem the relevant Notes, which means that you may not obtain the return you expect on such Notes.

The proceeds from each offering will be held in segregated escrow accounts in the name of each of the Senior Secured Notes Issuer and Senior Notes Issuer but controlled by, and pledged in favor of, the trustee for the Senior Secured Notes and the trustee for the Senior Notes, respectively, acting on behalf of the holders of the Senior Secured Notes and the Senior Notes, respectively, pending the satisfaction of certain conditions, some of which are outside of our control. If the Merger is not consummated on or prior to the Longstop Date, or upon the occurrence of certain other events, the Senior Secured Notes and the Senior Notes will be subject to the special mandatory redemption provisions. Furthermore, if, on the Debt Pushdown Date, there remains any Senior Secured Notes Escrowed Property that is not necessary to fund the amounts payable in respect of the Existing Senior Secured Notes to finance the Senior Secured Notes Change of Control Offer and/or there remains any Senior Notes Escrowed Property that is not necessary to fund the amounts payable in respect of the Existing Senior Notes to finance the Senior Notes Change of Control Offer. See "*Description of the Senior Secured Notes — Senior Secured Notes Escrow of Proceeds; Special Mandatory Redemption; Special Optional Redemption*" and "*Mandatory Redemption; Special Optional Redemption*.**"**

Your decision to invest in the Notes is made at the time of purchase. Changes in our business or financial conditions, or the terms of the Merger or the financing thereof, between the closing of this offering and the completion of the Merger and the Debt Pushdown, will have no effect on your rights as a purchaser of the Notes.

Pending consummation of the Merger and the Debt Pushdown, each Issuer is a special purpose vehicle company with no assets other than their interests in the escrowed funds and is dependent upon cash from LGI to meet its obligations.

Prior to the Debt Pushdown, each Issuer is a special purpose vehicle company formed in connection with the issuance of the Notes with no business or revenue generating operations other than the issuance of the relevant Notes. The only significant assets of each Issuer will consist of its interest in the escrowed funds. Furthermore, the Senior Secured Notes Indenture and the Senior Notes Indenture will each prohibit the relevant Issuers from engaging in any activities other than certain limited activities permitted under "*Description of the Senior Secured Notes — Limitation on Activities of Newco Prior to the Debt Pushdown*" and "*Description of the Senior Notes — Limitation on Activities of Newco Prior to the Debt Pushdown*." As such, each Issuer will be wholly dependent upon payments from LGI in order to service

any payment obligations they may have under the Notes. LGI has guaranteed the payment obligations of each Issuer to make such interest payments.

In addition, as the escrow funds will initially be limited to the net proceeds of the offering of the Notes (except for certain fees payable to the Initial Purchasers upon consummation of the Debt Pushdown), if an Issuer is required to make a Special Mandatory Redemption, and either the SSN Special Mandatory Redemption Price or the SUN Special Mandatory Redemption Price exceeds the amount of the relevant escrowed funds, such Issuer will not have any other source of funds to meet the cash shortfall (including accrued and unpaid interest and any redemption premium if applicable) and will rely on the guarantee provided by LGI to pay for any such shortfall.

We may be required to pay federal corporate income taxes on the Merger, which could have a material adverse effect on our ability to meet our obligations.

The Merger, as described below in "*The Transactions*," may have tax consequences to us. We intend the Merger to be treated as a non-taxable event to us under U.S. Internal Revenue Code section 368. However, there is no guarantee that the Merger will qualify for tax free reorganization treatment or otherwise that the tax treatment we anticipate will be sustained. If the Internal Revenue Service successfully challenges our intended tax treatment, then Virgin Media and LGI could recognize material corporate-level U.S. federal income tax. This may adversely affect the Issuers' ability to pay the interest and principal due on the Notes.

Risks relating to our capital structure

We have substantial indebtedness which may have an adverse effect on our available cash flow, our ability to obtain additional financing if necessary in the future, our flexibility in reacting to competitive and technological changes and our operations.

We have a substantial amount of indebtedness. As of December 31, 2012, on a pro forma basis after giving effect to the Transactions, we would have had £7,238.2 million of indebtedness. In addition, we would have had £2,676.8 million of availability under the Senior Credit Facility.

Our ability to pay principal and interest on or to refinance the outstanding indebtedness depends upon our operating performance, which will be affected by, among other things, general economic, financial, competitive, regulatory and other factors, some of which are beyond our control. Moreover, we may not be able to refinance or redeem such debt on commercially reasonable terms, on terms acceptable to us, or at all.

The level of our indebtedness could have important consequences, including the following:

- a substantial portion of our cash flow from operations will have to be dedicated to the payment of interest and principal on existing indebtedness, thereby reducing the funds available for other purposes;
- our ability to obtain additional financing in the future for working capital, capital expenditures, product development, acquisitions or general corporate purposes may be impaired;
- our flexibility in planning for, or reacting to, changes in our business, the competitive environment and the industry in which we operate, and to technological and other changes may be limited;
- we may be placed at a competitive disadvantage as compared to our competitors that are not as highly leveraged;
- our substantial degree of leverage could make us more vulnerable in the event of a downturn in general economic conditions or adverse developments in our business; and
- we are exposed to risks inherent in interest rate and foreign exchange rate fluctuations.

Any of these or other consequences or events could have a material adverse effect on our ability to satisfy our debt obligations, which could adversely affect our business and operations.

We may not be able to fund our debt service obligations in the future.

We have significant principal payments that could require a partial or comprehensive refinancing of our Senior Credit Facility and other debt instruments. The Convertible Senior Notes are due in 2016;

certain tranches of our Senior Credit Facility have a term of six to seven years; certain series of our Existing Senior Secured Notes are due in 2018 and certain series of our Existing Senior Notes are due in 2019. In addition, the Bridge Facilities we may incur at the time of consummation of the Merger have a maturity of eight years, and certain series of our Existing Senior Secured Notes and Existing Senior Notes mature between 2021 and 2022. While, in order to consummate the Merger, and as part of the Transactions, we may make a repurchase offer to holders of certain series of our Existing Senior Secured Notes and Existing Senior Notes, to purchase any notes that may be tendered by the holders of such notes in connection with the Merger, not all of the holders of such notes are expected to tender their notes in such repurchase offer, and we may be required to refinance these notes before the maturity of the Notes offered hereby or any refinancing of these Notes.

Our ability to implement such a refinancing successfully would be significantly dependent on stable debt capital markets. In addition, we may not achieve or sustain sufficient cash flow in the future for the payment of principal or interest on our indebtedness when due. Consequently, we may be forced to raise cash or reduce expenses by doing one or more of the following:

- raising additional debt;
- restructuring or refinancing our indebtedness prior to maturity, and/or on unfavorable terms;
- selling or disposing of some of our assets, possibly on unfavorable terms;
- issuing equity or equity-related instruments that will dilute the equity ownership interest of existing stockholders; or
- foregoing business opportunities, including the introduction of new products and services, acquisitions and joint ventures.

We cannot be sure that any of, or a combination of, the above actions would be sufficient to fund our debt service obligations, particularly in times of turbulent capital markets.

The covenants under our debt agreements place certain limitations on our ability to finance future operations and how we manage our business.

The agreements that govern our indebtedness contain financial maintenance tests and restrictive covenants that restrict our ability to incur additional debt and limit the discretion of our management over various business matters. For example, the Senior Credit Facility and the Senior Secured Bridge Facility will require us to maintain a senior net leverage ratio and a total net debt leverage ratio as described under "*Description of Other Debt*", and these leverage ratios and/or the restrictive covenants may impact our ability to:

- pay dividends or make other distributions, or redeem or repurchase equity interests or subordinated obligations;
- make investments;
- sell assets, including the capital stock of subsidiaries;
- enter into sale and leaseback transactions and certain vendor financing arrangements;
- create liens;
- enter into agreements that restrict some of our subsidiaries' ability to pay dividends, transfer assets or make intercompany loans;
- merge or consolidate or transfer all or substantially all of our assets; and
- enter into transactions with affiliates.

These limitations are subject to significant exceptions and qualifications. For example, we have the ability to make dividends, distributions, stock and subordinated debt repurchases and investments in an amount, as of December 31, 2012, in excess of £5.2 billion under the indentures governing our Existing Senior Notes and Existing Senior Secured Notes, in addition to other applicable exceptions from the general restrictions under such indentures. The capacity for making restricted payments will be substantially similar under the governing the Notes offered hereby.

If we breach any of these covenants, or are unable to comply with the required financial ratios, we may be in default under our debt instruments. A significant portion of our indebtedness may then become

immediately due and payable, and we may not have sufficient assets to repay amounts due thereunder. In addition, any default under these facilities could lead to an event of default and acceleration under other debt instruments that contain cross-default or cross-acceleration provisions, including the indentures governing the Existing Senior Secured Notes, the Existing Senior Notes and any Senior Bridge Facility.

These restrictions could also materially adversely affect our ability to finance future operations or capital needs or to engage in other business activities that may be in our best interests. We may also incur other indebtedness in the future that may contain financial or other covenants more restrictive than those applicable under our current indebtedness.

The Issuers are finance companies and some of the Guarantors are holding companies, or finance companies, and are dependent upon cash flow from group subsidiaries to meet their obligations.

Issuers are finance companies and some of the Guarantors are holding companies, or finance companies, with no independent operations or significant assets other than investments in their subsidiaries. Each of these companies depends upon the receipt of sufficient funds from its subsidiaries to meet its obligations.

The terms of our Senior Credit Facility and other indebtedness limit the payment of dividends, loan repayments and other distributions to or from these companies under certain circumstances. Various agreements governing our debt may restrict and, in some cases, may also prohibit the ability of these subsidiaries to move cash within their restricted group. Applicable tax laws may also subject such payments to further taxation.

Applicable law may also limit the amounts that some of our subsidiaries will be permitted to pay as dividends or distributions on their equity interests or as loans, or even prevent such payments.

Risks relating to the Senior Secured Notes

The Senior Secured Notes Guarantors will not initially guarantee the Senior Secured Notes and the Collateral will not initially secure the Senior Secured Notes.

Prior to the Debt Pushdown, the Senior Secured Notes will be senior unsecured obligations of Lynx I and will not benefit from any note guarantees. Immediately after giving effect to the Debt Pushdown, the Senior Secured Notes will be guaranteed on a senior basis by Virgin Media, VMIH and VM FinanceCo and the subsidiaries of VMIH that guarantee the Existing Senior Secured Notes and the Senior Credit Facility. In addition, we will agree in the Senior Secured Notes Indenture to take necessary actions so that the Collateral secures the Senior Secured Notes and the Senior Secured Notes Guarantees no later than the earlier of (i) the date on which the Collateral is granted in favor of the Senior Credit Facility and (ii) the date that is 60 days following the date of the consummation of the Merger. There can be no assurances that we will be successful in procuring such additional liens within the time period specified, the failure of which would result in an event of default under the Senior Secured Notes Indenture.

The value of the Collateral securing our senior secured indebtedness, including the Senior Secured Notes, may not be sufficient to satisfy our obligations under the Senior Secured Notes.

No appraisal of the value of the security securing the Senior Secured Notes has been made in connection with this offering, and the fair market value of the Collateral is subject to fluctuations based on factors that include, among others, general economic conditions and similar factors. The amount to be received upon a sale of the Collateral would be dependent on numerous factors, including, but not limited to, the actual fair market value of the Collateral at such time, the timing and the manner of the sale and the availability of buyers. By its nature, portions of the Collateral may be illiquid and may have no readily ascertainable market value. In the event of a foreclosure, liquidation, bankruptcy or similar proceeding, the security may not be sold in a timely or orderly manner. The proceeds from any sale or liquidation of the security will generally be used to repay all senior secured indebtedness, including the outstanding amounts under our Senior Credit Facility, the Senior Secured Bridge Facility, the Existing Senior Secured Notes and the Senior Secured Notes offered hereby on a pro rata basis, and may not be sufficient to pay our obligations under the Senior Secured Notes.

The Collateral securing the Senior Secured Notes is subject to casualty risks.

Some of the Collateral securing the Senior Secured Notes is either uninsurable or not economically insurable, in whole or in part. Consequently, we may not be fully compensated by insurance proceeds for

any losses we may suffer. If there is a complete or partial loss of any of the pledged security, our insurance proceeds may not be sufficient to satisfy the secured obligations, including our Senior Credit Facility, the Senior Secured Bridge Facility, the Existing Senior Secured Notes and the Senior Secured Notes.

The Senior Secured Notes will be secured over substantially the same assets that secure our Senior Credit Facility, the Senior Secured Bridge Facility and the Existing Senior Secured Notes and will share in any enforcement proceeds on a pari passu basis.

The rights of holders of the Senior Secured Notes with respect to the security will be subject to our Group Intercreditor Deed. Under the Group Intercreditor Deed, any enforcement actions that may be taken with respect to the security will be controlled by the security trustee. The security trustee is required to take enforcement action upon receiving instructions from an instructing group of holders of a majority of the aggregate outstanding principal amount of all our liabilities that qualify as senior liabilities under our Group Intercreditor Deed which, following the consummation of the Transactions, will include any Existing Senior Secured Notes that remain outstanding, the Senior Secured Notes and borrowings under the Senior Credit Facility and the Senior Secured Bridge Facility. As a result, in the event of a default, we anticipate that actions relating to enforcement of the security may not be controlled by holders of the Senior Secured Notes.

Our Senior Credit Facility, the indentures for our Existing Senior Secured Notes and the Senior Secured Notes Indenture that will govern the Senior Secured Notes, permit us to issue additional series of notes or other indebtedness that will also share in the security. Accordingly, if we issue additional senior secured indebtedness in the future which, taken together with any Existing Senior Secured Notes and the outstanding borrowings under the Senior Credit Facility and the Senior Secured Bridge Facility, represents a majority of the aggregate outstanding principal amount of all our liabilities that qualify as senior liabilities under our Group Intercreditor Deed, the holders of such other senior secured indebtedness may acquire the right to direct the security trustee to take enforcement action ahead of the holders of the Senior Secured Notes.

Holders of the Senior Secured Notes and guarantees will share all security equally and ratably with the lenders under our Senior Credit Facility, our Existing Senior Secured Notes, the Senior Secured Bridge Facility and certain additional secured indebtedness we will be permitted by the Senior Secured Notes Indenture to incur in the future. If there is a default, the value of that security may not be sufficient to repay the holders of the Senior Secured Notes and the lenders under such indebtedness.

The Senior Secured Notes and the Senior Secured Notes Guarantees will be secured equally and ratably with the lenders under our Senior Credit Facility, the Senior Secured Bridge Facility, our Existing Senior Secured Notes and additional secured indebtedness permitted by the Senior Secured Notes Indenture to be incurred in the future, subject to compliance with covenants in our outstanding debt agreements. The Senior Secured Notes Indenture will permit the incurrence of additional secured indebtedness, including additional notes, which would share the security equally and ratably with the Senior Secured Notes. As a result, if there is a default, the remaining security may not be sufficient to repay the holders of the Senior Secured Notes and the lenders under any such additional secured indebtedness.

There are circumstances other than repayment or discharge of the Senior Secured Notes under which the Senior Secured Notes Guarantees will be released automatically, without your consent.

Each Senior Secured Notes Guarantee by a Senior Secured Notes Subsidiary Guarantor will be automatically and unconditionally released and discharged, and each Senior Secured Notes Subsidiary Guarantor and its obligations under such Senior Secured Notes Guarantee, the Senior Secured Notes Indenture, the security documents and the Intercreditor Deeds will be released and discharged in circumstances including, without limitation, certain sales, exchanges, transfers or dispositions of such Guarantor (resulting in such Guarantor no longer being a restricted subsidiary) or all or substantially all of the assets of such Guarantor, or the release or discharge of the Note Guarantee given by that Subsidiary Guarantor under the Senior Credit Facility and other secured indebtedness that ranks pari passu with the Senior Secured Notes and the Senior Secured Note Guarantees. In addition, a Senior Secured Notes Guarantee may be released in connection with a Post-Closing Reorganization or, in the case of a Note Guarantee by a Parent Guarantor (as defined in the "*Description of the Senior Secured Notes*"), if such Parent Guarantor ceases to be Parent of Virgin Media Communications Limited. See "*Description of the Senior Secured Notes — Guarantees — Releases*." Furthermore, any Senior Secured Notes Guarantee may

be released with the consent of at least 75% in aggregate principal amount of the Senior Secured Notes. As a result of these and other provisions in the guarantees, you may not be able to recover any amounts from the guarantors under the guarantees in the event of a default on the Senior Secured Notes and certain of the guarantees may be released without any recovery being available.

There are circumstances other than repayment or discharge of the Senior Secured Notes under which the security will be released, without your consent.

The security for the benefit of the Senior Secured Notes may be released under various circumstances, including upon a sale or other disposal permitted by the terms of the Senior Secured Notes Indenture, upon a release of such security under our Senior Credit Facility, upon any release in connection with an Enforcement Sale (as defined in the "*Description of the Senior Secured Notes*") by the security trustee pursuant to the terms of our Group Intercreditor Deed acting at the direction of the relevant instructing party thereunder or, in the case of Collateral owned by a Senior Secured Notes Guarantor, when such Senior Secured Notes Guarantor is released from its Senior Secured Notes Guarantee in accordance with the Senior Secured Notes Indenture. The Senior Secured Notes Indenture also permits amendments to any security document or the provisions of the Senior Secured Notes Indenture dealing with security documents, which are, taken as a whole, materially adverse to the holders or otherwise release of all or substantially all of the Collateral with the consent of at least 75% of the aggregate principal amount of the Senior Secured Notes. In addition, in connection with any additional secured indebtedness that can be incurred, the security may be released and retaken which may lead to renewed hardening periods in various jurisdictions and may limit your recovery in an enforcement proceeding.

Pledges of shares and other securities may be limited in amount with respect to the Senior Secured Notes.

The Existing Senior Secured Notes are, and the Senior Secured Notes will be, secured by a pledge of the shares and other securities of a number of Virgin Media group companies. Under the indentures governing the Existing Senior Secured Notes Indentures, we are not required to provide a pledge over liens on capital stock and other securities issued by any Virgin Media Group company, other than the liens on the capital stock and securities of VMIH and VMIL to the extent that such liens would result in Rule 3-16 of Regulation S-X under the Securities Act requiring the financial statements of that group company to be filed with the SEC, but only to the extent necessary to not be subject to this requirement and only for so long as this requirement is in existence. Pursuant to the Senior Secured Notes Indenture, such limitations on the Collateral will cease to apply from and after the date none of the Senior Secured Notes Issuer or any Senior Secured Notes Guarantor has any senior secured notes registered under the Securities Act and the Exchange Act. See in the "*Description of the Senior Secured Notes — Security — Limitations on the Collateral.*"

As a result, holders of the Senior Secured Notes could lose a portion or all of their security interest in the capital stock or other securities of those group companies during that period for so long as such restrictions apply. It may be more difficult, costly and time-consuming for the security trustee to foreclose on the assets of a group company than to foreclose on its capital stock or other securities, so the proceeds realized upon any such foreclosure could be significantly less than those that would have been received upon any sale of the capital stock or other securities of such group company. Moreover, our Senior Credit Facility and our Senior Secured Bridge Facility does not, and any indentures we enter into in the future may not, contain the exception described above and will therefore remain secured on a first priority basis by pledges of capital stock that, due to this exception, are excluded from the collateral securing the Senior Secured Notes. Accordingly, there may be capital stock of our subsidiaries that will secure our obligations under the Senior Credit Facility, the Senior Secured Bridge Facility and other indebtedness incurred in the future but not our obligations with respect to the Senior Secured Notes offered hereby.

Your rights in the security may be adversely affected by the failure to perfect certain security interests in the future.

Applicable law requires that certain property and rights acquired after the grant of a general security interest can only be perfected at the time such property and rights are acquired and identified. The trustee or the security trustee may not monitor, or we may not inform the trustee or the security trustee of, the future acquisition of property and rights that constitute security, and necessary action may not be taken to properly perfect such after-acquired security interest. The trustee for the Senior Secured Notes has no obligation to monitor the acquisition of additional property or rights that constitute security or the perfection of any security interest in favor of the guarantees of the Senior Secured Notes against third

parties. Such failure may result in the loss of the security interest therein or the priority of the security interest in favor of the Senior Secured Notes against third parties.

Certain assets are excluded from the security.

Certain assets are excluded from the security for the benefit of the Senior Secured Notes, including:

- any capital stock or other securities of any of our subsidiaries, other than VMIH and Virgin Media Investments Limited, to the extent that and for so long as the pledge of that capital stock or other securities results in such subsidiary being subject to any requirement pursuant to Rule 3-16 of Regulation S-X under the Securities Act to file separate financial statements with the SEC as if the Notes were registered pursuant to the Securities Act; provided that such limitations will cease to apply from and after the date none of the Senior Secured Notes Issuer or any Senior Secured Notes Guarantor has any senior secured notes registered under the Securities Act and the Exchange Act;
- any security for purchase money indebtedness or capitalized lease obligations;
- any assets secured pursuant to certain liens permitted under the Senior Secured Notes Indenture which will govern the Senior Secured Notes;
- interests in certain excluded subsidiaries, non-recourse special purpose vehicles and joint ventures; and
- any assets that are expressly excluded from the collateral securing our Senior Credit Facility or any other indebtedness ranking pari passu with the Senior Secured Notes and our Senior Credit Facility which is outstanding from time to time.

If an event of default occurs and the Senior Secured Notes are accelerated, the Senior Secured Notes will rank equally with all of our other unsubordinated and unsecured indebtedness and other liabilities with respect to such excluded assets. As a result, if the value of the security granted in respect of the Senior Secured Notes and the Senior Secured Notes Guarantees is less than the value of the claims of the holders of the Senior Secured Notes, no assurance can be provided that the holders of the Senior Secured Notes would receive any substantial recovery from the excluded assets.

The Senior Secured Notes may be issued with original issue discount for U.S. federal income tax purposes.

If the stated principal amount of the Senior Secured Notes exceeds their issue price by an amount equal to or greater than a statutorily defined de minimis amount, then the Senior Secured Notes will be considered to be issued with original issue discount ("**OID**") for U.S. federal income tax purposes. If the Senior Secured Notes are issued with OID, then, in addition to the stated interest on a Senior Secured Note, a holder of a Senior Secured Notes that is subject to U.S. federal income taxation generally will be required to include the OID on such Senior Secured Notes in gross income (as ordinary income) as it accrues on a constant yield to maturity basis for U.S. federal income tax purposes, in advance of the receipt of the cash payments to which such OID is attributable and regardless of the holder's regular method of accounting for U.S. federal income tax purposes. See "*Certain United States Federal Income Tax Considerations*."

Risks relating to the Senior Notes

The Senior Notes Guarantors will not initially guarantee the Senior Notes.

Prior to the Debt Pushdown, the Senior Notes will be senior obligations of LGI II and will not benefit from any note guarantees. Immediately after giving effect to the Debt Pushdown, the Senior Notes will each be guaranteed on a senior basis by Virgin Media, Virgin Media (UK) Group, Inc., Virgin Media Holdings Inc. and VMCL and on a senior subordinated basis by VMIH and Virgin Media Investments Limited.

The right of holders of the Senior Notes to receive payments on the Senior Notes is effectively subordinated to the rights of our existing and future secured creditors, and any recovery must be shared ratably with holders of our Existing Senior Notes and any Senior Bridge Facility.

Following consummation of the Transactions, holders of the secured obligations of the Senior Notes Issuer, including the secured guarantees of the obligations of VMIH and VMIL under the Senior Credit Facility, the Existing Senior Secured Notes, the Senior Secured Bridge Facility and the Senior Secured

Notes as well as any future indebtedness permitted to be secured under the Indenture, will have claims that are prior to your claims as holders of the Senior Notes to the extent of the value of the assets securing those other obligations. Specifically, the Senior Note Issuer's senior secured guarantees with respect to the Senior Credit Facility, the Existing Senior Secured Notes, the Senior Secured Bridge Facility and the Senior Secured Notes are secured by liens on its shares of VMIH and VMIL and liens on any receivables that VMIH and VMIL will owe the Senior Notes Issuer under any intercompany loans.

In the event of any distribution of the Senior Notes Issuer's assets or payment in any foreclosure, dissolution, winding-up, liquidation, reorganization or other bankruptcy, secured obligations will be paid first, up to the value of assets securing those obligations, and then holders of the Senior Notes will participate ratably with all holders of the Senior Note Issuer's unsecured indebtedness that is deemed to be of the same ranking as the Senior Notes (including holders of the Existing Senior Notes and the Senior Bridge Facility) in any distribution of our remaining assets. In any of the foregoing events, we cannot assure you that there will be sufficient assets to pay amounts due on the Senior Notes. As a result, holders of Senior Notes may receive less, ratably, than holders of the Senior Notes Issuer's secured obligations.

You may not be able to enforce the senior subordinated guarantees by VMIH and VMIL due to the subordination and restrictions on enforcement of those guarantees.

The guarantees of the Senior Notes by VMIH and VMIL constitute senior subordinated indebtedness of VMIH and VMIL and will be subordinated to all senior indebtedness of VMIH and VMIL, including indebtedness under our Senior Credit Facility and senior secured indebtedness. You will not be able to collect under the senior subordinated guarantees from VMIH or VMIL until the claims under our Senior Credit Facility, senior secured indebtedness and other senior indebtedness of that subsidiary designated as senior debt have been satisfied in full. VMIH and VMIL may not have sufficient funds remaining to pay all amounts owing under their senior subordinated guarantees after satisfying these more senior claims.

If a payment default occurs under our Senior Credit Facility, senior secured indebtedness or other designated senior debt, the Senior Notes Guarantees of the Senior Notes Subsidiary Guarantors will not become due and the Senior Notes Subsidiary Guarantors will not be permitted to make any payments on the Senior Notes or under any intercompany debt owed to the Senior Notes Issuer unless the payment default has been cured or waived.

If an event of default, other than a payment default, occurs and is continuing under our Senior Credit Facility, senior secured indebtedness or other designated senior debt, VMIH and VMIL could be blocked from making payments to the Senior Notes Issuer to service payments due under the Senior Notes pursuant to their senior subordinated guarantees or under any intercompany debt owed to the Senior Notes Issuer for a period of up to 179 days following notice of that default.

If a payment default occurs in respect of the Senior Notes, the senior subordinated guarantees of VMIH and VMIL will not become due and no action to enforce VMIH's or VMIL's obligations under the senior subordinated guarantees or under any intercompany debt owed to the Senior Notes Issuer can be taken until 179 days after the payment default occurred, except in the event of:

- full discharge of all amounts outstanding under our Senior Credit Facility;
- insolvency of the senior subordinated guarantors;
- acceleration of the obligations under our Senior Credit Facility, senior secured notes or other designated senior debt; or
- an enforcement action with respect to our Senior Credit Facility, senior secured notes or other designated senior debt.

This standstill period benefits the creditors under our Senior Credit Facility, senior secured indebtedness or any other designated senior debt. This period may disadvantage the holders of the Senior Notes in the event that the Senior Notes Issuer experiences financial difficulties since it would be advantageous to holders of Senior Notes to be able to enforce the senior subordinated guarantees immediately. Before the senior subordinated guarantees become due, neither holders of Senior Notes nor the trustee under the Senior Notes Indenture may initiate suit, seek other judicial relief, foreclose or otherwise exercise dominion over assets or properties or initiate insolvency proceedings against VMIH or VMIL.

The subordinated guarantees are subject to release under some circumstances, including upon any sale or disposition of the capital stock of VMIH or VMIL, which is pledged under our Senior Credit Facility and senior secured notes.

See "*Description of the Senior Notes — Guarantees — Subsidiary Guarantees — Subordination of the Subsidiary Guarantees*."

There are circumstances other than repayment or discharge of the Senior Notes under which the Senior Notes Guarantees will be released automatically, without your consent.

The Senior Notes Indenture will provide that each Senior Notes Guarantee by a Senior Notes Subsidiary Guarantor will be automatically and unconditionally discharged, and each Senior Notes Subsidiary Guarantor will be and its obligations under such Senior Notes Guarantee, the Senior Notes Indenture and the High Yield Intercreditor Deed will be released and discharged in circumstances including, without limitation, where the guarantee of indebtedness of the group that gave rise to the requirement to issue such Senior Notes Guarantee has been released, or as a result of sale by way of enforcement by the relevant security trustee of a security interest therein of (x) all of the capital stock of such Senior Notes Subsidiary Guarantor or any parent company of such Senior Note Subsidiary Guarantor or (y) all or substantially all of the assets of such Senior Notes Subsidiary Guarantor, pursuant to the terms of the High Yield Intercreditor Deed. In addition, any Senior Notes Guarantee may be released with the consent of at least 75% in aggregate principal amount of the Senior Notes. As a result of these and other provisions in the guarantees, you may not be able to recover any amounts from the Senior Notes Guarantors in the event of a default on the Senior Notes and certain of the Senior Notes Guarantees may be released without any recovery being available.

The Senior Notes may be issued with original issue discount for U.S. federal income tax purposes.

If the stated principal amount of the Senior Notes exceeds their issue price by an amount equal to or greater than a statutorily defined *de minimis* amount, then the Senior Notes will be considered to be issued with OID for U.S. federal income tax purposes. If the Senior Notes are issued with OID, then, in addition to the stated interest on a Senior Note, a holder of a Senior Note that is subject to U.S. federal income taxation generally will be required to include the OID on such Senior Note in gross income (as ordinary income) as it accrues on a constant yield to maturity basis for U.S. federal income tax purposes, in advance of the receipt of the cash payments to which such OID is attributable and regardless of the holder's regular method of accounting for U.S. federal income tax purposes. See "*Certain United States Federal Income Tax Considerations*."

Risks relating to the Senior Secured Notes and Senior Notes

The assumption of the Notes may be a taxable event.

We expect to take the position that the assumption of the Notes by VM Secured Finance and VM FinanceCo does not constitute a significant modification of the Notes and therefore should not result in a deemed exchange. Among other potentially available exceptions to the rules that could treat the assumption as a deemed exchange, the assumption of the Notes by VM Secured Finance and VM FinanceCo, respectively, is expected to occur in connection with an assumption of the corresponding assets, which we believe may be treated as a transfer of "substantially all" of the assets of each corresponding original obligor, respectively, to VM Secured Finance and VM FinanceCo. Pursuant to an exception in applicable regulations, an assumption in those circumstances would not constitute a significant modification of the Notes. However, our position (in particular, our ability to rely on the exception above) may depend on (i) our ability to consummate the Mergers, Debt Pushdown and related Transaction steps in the manner we currently anticipate, which is not assured, and (ii) the overall facts and circumstances at such time. Moreover, even if we are able to do so, there is no authority directly addressing arrangements substantially similar to the Transaction and we cannot assure you that the Internal Revenue Service ("**IRS**") or other tax authority will not successfully challenge our position that the assumption of the Notes by VM Secured Finance and VM FinanceCo should not result in a deemed exchange. Furthermore, there can be no assurance that the assumption of the Notes by VM Secured Finance and VM FinanceCo does not result in a taxable event in any other jurisdiction. Holders are urged to consult their own tax advisors about their individual considerations related to the assumption of the Notes. See "*Certain U.S. Federal Income Tax Considerations*."

We may elect to redeem a portion of the Notes at a redemption price equal to 100% of the Notes following the Debt Pushdown Date.

If, on the Debt Pushdown Date, (i) there remains any Senior Secured Notes Escrowed Property that is not necessary to fund the amounts payable in respect of the Existing Senior Secured Notes that have been delivered to VM Secured Finance in any Senior Secured Notes Change of Control Offer and/or (ii) there remains any Senior Notes Escrowed Property that is not necessary to fund the amounts payable in respect of the Existing Senior Notes that have been delivered to VM FinanceCo in any Senior Notes Change of Control Offer, then the relevant Issuer may elect, at its option, to apply all or a portion of the such excess proceeds to redeem a portion of the Senior Secured Notes and/or Senior Notes, as applicable, at a redemption price equal to 100% of the principal amount of the Notes, plus accrued but unpaid interest, if any (or aggregate issue price plus accreted original issue discount and accrued but unpaid interest, if any) and Additional Amounts, if any, to the date of such redemption (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date). See "*Description of the Senior Secured Notes — Senior Secured Notes Escrow of Proceeds; Special Mandatory Redemption; Special Optional Redemption*" and "*Description of the Senior Notes — Senior Notes Escrow of Proceeds; Special Mandatory Redemption; Special Optional Redemption*."

Under the debt commitment letter in respect of the Senior Credit Facility, if, following the completion of any Senior Secured Notes Change of Control Offer and/or Senior Notes Change of Control Offer, there remains any excess proceeds and the relevant Issuer determines, in its sole discretion to apply such proceeds to the repayment of any indebtedness, such Issuer is required to apply such proceeds to the repayment of the Term Loan B under the Senior Credit Facility before applying such proceeds to redeem the Senior Secured Notes and/or the Senior Notes pursuant to the special optional redemption provisions set forth in the relevant indenture.

The Senior Secured Notes and the Senior Notes will each be structurally subordinated to the liabilities of non-Guarantor subsidiaries.

Some, but not all, of our subsidiaries will guarantee the Notes. In addition, the Senior Secured Notes Indenture and the Senior Notes Indenture will, subject to certain limitations, permit these non-Guarantors to incur additional indebtedness, which may also be secured, and will not contain any limitation on the amount of other liabilities, such as trade payables, that may be incurred by these subsidiaries. Consequently, creditors of such additional indebtedness are entitled to payments of their claims from the assets of such non-Guarantors before these assets are made available for distribution to any Guarantor. Moreover, in the event that any of the non-Guarantors becomes insolvent, liquidates or otherwise reorganizes, the creditors of the Guarantors (including the holders of the Notes) will have no right to proceed against such subsidiary's assets and creditors of such non-Guarantors will generally be entitled to payment in full from the sale or other disposal of the assets of such subsidiary before any Guarantor will be entitled to receive any distributions from such subsidiary. As such, the Notes and each Note Guarantee will each be structurally subordinated to the creditors (including trade creditors) and preference shareholders (if any) of our non-Guarantor subsidiaries.

Insolvency laws and other limitations on the Note Guarantees may adversely affect their validity and enforceability.

The Issuers, certain of the Guarantors, and certain of the restricted subsidiaries are incorporated under the laws of England and Wales. Accordingly, insolvency proceedings with respect to any of those entities would be likely to proceed under, and be governed by, English insolvency law. Several other Guarantors are incorporated under Delaware law and Scottish law. Insolvency proceedings with respect to such Guarantors incorporated under the laws of Scotland could be required to proceed under the laws of the jurisdiction in which its "centre of main interests," as defined in the relevant European Union regulation, is situated at the time insolvency proceedings are commenced. Although there is a rebuttable presumption that the "centre of main interests" will be in the jurisdiction of incorporation, this presumption is not conclusive. In addition, English or Scottish insolvency law may not be as favorable to investors as the laws of the United States or other jurisdictions with which investors are familiar.

Although laws differ among jurisdictions, in general, applicable insolvency laws in such jurisdictions and limitations on the enforceability of judgments obtained in New York courts would limit the enforceability of judgments against the Issuers and the Guarantors. The following discussion of insolvency law, although an overview, describes generally applicable terms and principles, which are defined under the relevant jurisdictions' insolvency statutes.

In an insolvency proceeding, it is possible that creditors of the Guarantors or appointed insolvency administrator may challenge the Note Guarantees, and intercompany obligations generally, as fraudulent transfers or conveyances or on other grounds. If so, such laws may permit a court, if it makes certain findings, to:

- avoid or invalidate all or a portion of a Guarantor's obligations under its guarantee provided by such Guarantor;
- direct that holders of the Notes return any amounts paid under a Note Guarantee to the relevant Guarantor or to a fund for the benefit of the Guarantor's creditors; and
- take other action that is detrimental to holders of the Notes.

We cannot assure you which standard a court would apply in determining whether a Guarantor was "insolvent" as of the date the guarantees were issued or that, regardless of the method of valuation, a court would not determine that a Guarantor was insolvent on that date, or that a court would not determine, regardless of whether or not a Guarantor was insolvent on the date its Note Guarantee was issued, that payments to holders of the Notes constituted fraudulent transfers on other grounds.

Furthermore, under English insolvency law, some of our subsidiaries' debts may be entitled to priority, including amounts owed in respect of various U.K. social security contributions, amounts owed in respect of occupational pension schemes, certain amounts owed to employees and liquidation expenses.

Laws relating to preferences, transactions at an undervalue and corporate benefit may adversely affect the validity and enforceability of payments under the Note Guarantees of the Notes by the Note Guarantors.

The Issuers and a significant number of the Guarantors are incorporated under the laws of England and Wales. Under English insolvency law, the liquidator or administrator of a company may apply to the court to set aside a transaction entered into by that company within up to two years prior to it entering into relevant insolvency proceedings, if the company was unable to pay its debts, as defined in Section 123 of the U.K. Insolvency Act 1986, at the time of, or becomes unable to pay its debts as a consequence of, that transaction. For example, a transaction might be subject to a challenge if a company received no consideration or consideration of significantly less value than the benefit given by that company. A court generally will not intervene in these circumstances, however, if a company entered into the transaction in good faith for the purpose of carrying on its business and if at the time it did so there were reasonable grounds for believing the transaction would benefit the company. The Issuers cannot assure holders of the Notes that in the event of insolvency the guarantees by the entities incorporated in England and Wales would not be challenged by a liquidator or administrator or that a court would support our analysis that the guarantees have been entered into in good faith for the purposes described above.

If a court voided any Note Guarantee, or any payment thereunder, as a result of a transaction at an undervalue or a preference, or held it unenforceable for any other reason, you would cease to have any claim against the applicable Guarantor under its Note Guarantee. In the event that any Note Guarantee is invalid or unenforceable, in whole or in part, or to the extent the agreed limitation of the Note Guarantee obligations apply, the Notes would be effectively subordinated to all liabilities of the applicable Guarantor, and if we cannot satisfy our obligations under the Notes or any Note Guarantee is found to be a preference, fraudulent transfer or conveyance or is otherwise set aside, we cannot assure you that we can ever repay in full any amounts outstanding under the Senior Secured Notes and/or the Senior Notes.

An active trading market may not develop for the Notes and the price of the Notes may fluctuate.

We intend to make an application to list the Notes to the Official List of the Luxembourg Stock Exchange and for the admission of the Notes to trading on the Euro MTF market of the Luxembourg Stock Exchange, but we cannot assure you that the Notes will become or remain listed. The Notes will constitute a new issue of securities with no established trading market. If a trading market does not develop or is not maintained, holders of the Notes may experience difficulty in reselling the Notes or may be unable to sell them at all. Accordingly, we cannot assure holders that an active trading market for the Notes will develop or, if a market develops, as to the liquidity of the market.

The liquidity of any market for the Notes will depend on the number of holders of the Notes, the interest of securities dealers in making a market in the Notes and other factors. Accordingly, we cannot assure you as to the development or liquidity of any market for the Notes. If an active trading market does not develop, the market price and liquidity of the Notes may be adversely affected. If the Notes are traded, they may trade at a discount from their initial issue price depending upon prevailing interest rates, the

market for similar securities, general economic conditions, our performance and business prospects and certain other factors.

Factors including the following may have a significant effect on the market price of the Notes:

- actual or anticipated fluctuations in our operating results, including our ability to generate cash flow from operations;
- our perceived business prospects;
- our ability or perceived ability to access capital markets and other sources of financing in the future;
- general economic conditions, including prevailing interest rates; and
- the market for similar securities.

Virgin Media and certain other holding companies will not be subject to the covenants in the Senior Secured Notes Indenture and the Senior Notes Indenture.

Virgin Media, will guarantee the Senior Secured Notes and the Senior Notes but will not be directly subject to the covenants in the Senior Secured Notes Indenture and the Senior Notes Indenture. As a result, neither the Senior Secured Notes Indenture nor the Senior Notes Indenture will restrict the ability of Virgin Media to incur additional debt (secured or unsecured), sell, encumber or dispose of assets, pay dividends, make other distributions or enter into transactions with its affiliates. In addition, certain intermediate holding companies are not parties to either the Senior Secured Notes Indenture or the Senior Notes Indenture, and so are not subject to these restrictions. Any such transactions by any of these entities could have a material adverse effect on the ability of Virgin Media to make payments in respect of its guarantee of the Senior Secured Notes and the Senior Notes.

We may not be able to obtain the funds required to repurchase the Senior Secured Notes and the Senior Notes upon a change of control.

The Senior Secured Notes Indenture and the Senior Notes Indenture will each contain provisions relating to certain events constituting a "change of control" of the relevant Issuer. Upon the occurrence of a change of control, we will be required to offer to repurchase all outstanding Senior Secured Notes and Senior Notes at a price equal to 101% of their principal amount thereof, plus accrued and unpaid interest and additional amounts, if any, to the date of repurchase. If a change of control were to occur, we cannot assure you that we would have sufficient funds available at such time, or that we would have sufficient funds to provide to the Issuers to pay the purchase price of the outstanding Senior Secured Notes or the Senior Notes or that the restrictions in the Senior Credit Facility, the Senior Secured Bridge Facility, the Senior Secured Notes Indenture, the Senior Notes Indenture or our other than existing contractual obligations would allow us to make such required repurchases. A change of control may result in an event of default under, or acceleration of, the Senior Credit Facility, the Senior Secured Bridge Facility and other indebtedness. The repurchase of the Senior Secured Notes and the Senior Notes pursuant to such an offer could cause a default under such indebtedness, even if the change of control itself does not. The ability of either or the Issuers to receive cash from their respective subsidiaries to allow them to pay cash to the holders of the Senior Secured Notes or the Senior Notes, respectively, following the occurrence of a change of control, may be limited by our then existing financial resources. Sufficient funds may not be available when necessary to make any required repurchases. If an event constituting a change of control occurs at a time when we are prohibited from providing funds to the Issuers for the purpose of repurchasing the Notes, we may seek the consent of the lenders under such indebtedness to the purchase of the Notes or may attempt to refinance the borrowings that contain such prohibition. If such consent to repay such borrowings is not obtained, the Issuers will remain prohibited from repurchasing any Notes. In addition, we expect that we would require third-party financing to make an offer to repurchase the Senior Secured Notes and the Senior Notes upon a change of control. We cannot assure you that we will be able to obtain such financing. Any failure by the Issuers to offer to purchase the Senior Secured Notes and the Senior Notes, as applicable, would constitute a default under each of the Senior Secured Notes Indenture and the Senior Notes Indenture, respectively, which would, in turn, constitute a default under the Senior Credit Facility. See "*Description of the Senior Secured Notes — Change of Control*" and "*Description of the Senior Notes — Change of Control.*"

The change of control provision contained in the Indentures may not necessarily afford you protection in the event of certain important corporate events, including a reorganization, restructuring, merger, a

spin-off of the reference entity for purposes of the definition of "Change of Control" to the shareholders in proportion to their shareholdings in such reference entity or other similar transaction involving us that may adversely affect you, because such corporate events may not involve a shift in voting power or beneficial ownership or, even if they do, may not constitute a "Change of Control" as defined in the relevant Indenture. Except as described under "*Description of the Senior Secured Notes — Change of Control*" and "*Description of the Senior Notes — Change of Control*," each Indenture will not contain provisions that would require the Issuer to offer to repurchase or redeem the relevant Notes in the event of a reorganization, restructuring, merger, recapitalization, spin-off or similar transaction.

The definition of "Change of Control" in each Indenture will include a disposition of all or substantially all of the assets of Virgin Media Communications and the restricted subsidiaries, taken as a whole, to any person. Although there is a limited body of case law interpreting the phrase "all or substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, in certain circumstances, there may be a degree of uncertainty as to whether a particular transaction would involve a disposition of "all or substantially all" of the assets of Virgin Media Communications and the restricted subsidiaries taken as a whole. As a result, it may be unclear as to whether a change of control has occurred and whether the relevant Issuer is required to make an offer to repurchase the relevant Notes.

The Senior Secured Notes Indenture and the Senior Notes Indenture each permits us to dispose of our assets and business relating to our business division.

The Senior Secured Notes Indenture and the Senior Notes Indenture each permits us to sell the assets relating to our business division or to contribute them to a joint venture. In each such case, business division assets would no longer be held by an entity that is subject to the covenants contained in the Senior Secured Notes Indenture and the Senior Notes Indenture. As a result, we may undertake transactions related to these assets (such as selling them or securing debt on them) which will not be subject to the limitations of the covenants, and we would potentially lose access to all or a portion of the cash flows generated by these assets as well as the value of these assets.

Credit ratings may not reflect all risks, are not recommendations to buy or hold securities and may be subject to revision, suspension or withdrawal at any time.

One or more independent credit rating agencies may assign credit ratings to the Senior Secured Notes and the Senior Notes. The credit ratings address our ability to perform our obligations under the terms of the Notes and credit risks in determining the likelihood that payments will be made when due under the Notes. The ratings may not reflect the potential impact of all risks related to the structure, market, additional risk factors discussed above and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal by the rating agency at any time. No assurance can be given that a credit rating will remain constant for any given period of time or that a credit rating will not be lowered or withdrawn entirely by the credit rating agency if, in its judgment, circumstances in the future so warrant. A suspension, reduction or withdrawal at any time of the credit rating assigned to the Notes by one or more of the credit rating agencies may adversely affect the cost and terms and conditions of our financings and could adversely affect the value and trading of the relevant Notes.

The Notes are subject to restrictions on transfer within the United States or to U.S. persons and may be subject to transfer restrictions under the laws of other jurisdictions.

The Notes offered hereby have not been registered under the Securities Act and are subject to restrictions on transferability and resale. The Notes are being offered in reliance upon an exemption from registration under the Securities Act and applicable state securities laws. Therefore, the Notes may be transferred or resold only in a transaction registered under or exempt from the Securities Act and applicable state securities laws. Please see "Transfer Restrictions." It is the obligation of holders of the Notes to ensure that their offers and sales of the Notes within the United States and other countries comply with applicable securities laws.

You may face foreign exchange risks by investing in the Notes.

The Notes will be denominated and payable in U.S. dollars and pounds sterling. If you measure your investment returns by reference to a currency other than that of the Notes you purchase, an investment in the Notes entails foreign exchange-related risks, including possible significant changes in the value of U.S. dollars or pounds sterling relative to the currency by reference to which you measure your investment

returns because of economic, political and other factors over which we have no control. Depreciation of the U.S. dollar or pound sterling against the currency by reference to which you measure your investment returns could cause a decrease in the effective yield of the Notes below their stated coupon rates and could result in a loss to you when the return on the Notes is translated into the currency by reference to which you measure your investment returns. There may be tax consequences for you as a result of any foreign exchange gains resulting from any investment in the Notes and you should consult with your own tax advisors regarding any such tax consequences.

The Notes will initially be held in book-entry form and therefore you must rely on the procedures of the relevant clearing systems to exercise any rights and remedies.

Unless and until definitive notes are issued in exchange for book-entry interest in the Notes, owners of the book-entry interests will not be considered owners or holders of Notes. Instead, a nominee of DTC will be the sole holder of the dollar denominated Notes and the common depositary for Euroclear and Clearstream will be the sole holder of the sterling denominated Notes.

Payments of amounts owing in respect of the global notes (including principal, premium, interest, additional interest and additional amounts) will be made by us to the paying agent. The paying agent will, in turn, make such payments to DTC or its nominee (in respect of the dollar denominated Notes) and to the common depositary for Euroclear and Clearstream (in respect of the sterling denominated Notes), which will distribute such payments to participants in accordance with their respective procedures.

Unlike holders of the Notes themselves, owners of book-entry interests will not have the direct right to act upon solicitations for consents or requests for waivers or other actions from holders of the Notes. Instead, if you own a book-entry interest, you will be permitted to act only to the extent you have received appropriate proxies to do so from DTC, Euroclear and/or Clearstream or, if applicable, from a participant. The Issuer cannot assure you that procedures implemented for the granting of such proxies will be sufficient to enable you to vote on any requested actions on a timely basis.

The lack of physical certificates could also:

- result in payment delays on your certificates because the trustee will be sending distributions on the certificates to DTC, Euroclear and/or Clearstream instead of directly to you;
- make it difficult for you to pledge your certificates if physical certificates are required by the party demanding the pledge; and
- hinder your ability to resell your certificates because some investors may be unwilling to buy certificates that are not in physical form.

You may be unable to recover in civil proceedings for U.S. securities laws violations.

After the Debt Pushdown, the Issuers will be public limited companies incorporated under the laws of England and Wales with their registered office and principal place of business in England. Although the Issuers' ultimate parent, Virgin Media Inc., is a U.S. entity with its principal executive offices in the United States, substantially all of its assets are located outside the United States. All or substantially all of the assets of VMIH, VMIL and their subsidiaries are located outside the United States. As a result, it may not be possible for you to enforce in the United States judgments of U.S. courts predicated upon the civil liability provisions of the securities laws of the United States.

It is questionable whether an English court would accept jurisdiction and impose civil liability if proceedings were commenced in England predicated solely upon U.S. federal securities laws. See "Enforceability of Civil Liabilities."

THE ISSUERS

The Senior Secured Notes Issuer

The Senior Secured Notes Issuer is a Delaware corporation. The Senior Secured Notes Issuer was incorporated on February 1, 2013. The authorized share capital of the Senior Secured Notes Issuer is $1,000 divided into 1,000 shares of common stock, par value $0.01, 100 of which have been issued. All of the issued shares of the Senior Secured Notes Issuer are fully paid and held by LGI.

The Senior Secured Notes Issuer has been formed as a special purpose financing company for the primary purpose of facilitating the offering of the Senior Secured Notes and the Transactions. Prior to the date hereof, the Senior Secured Notes Issuer has not engaged in any business other than in preparation for the Transactions. Upon completion of this offering of Senior Secured Notes, the Senior Secured Notes Issuer's only significant assets will be the net proceeds of the Senior Secured Notes offered hereby, which will be pledged under the Senior Secured Escrow Agreement to secure the obligations under the Senior Secured Notes. See "*The Transactions*". The Senior Secured Notes Issuer's material liabilities will be its obligations under the Senior Secured Notes and the Senior Secured Notes Indenture and certain hedging obligations. The Senior Secured Notes Issuer has no independent operations and no subsidiaries. See "*Summary—Corporate Structure Chart*". The Senior Secured Notes Issuer has no employees.

Prior to the completion of the Debt Pushdown, the Senior Secured Notes Issuer will be prohibited from engaging in any business activity or any other activity, other than certain activities related to the Transactions. See "*Description of the Senior Secured Notes—Certain Covenants—Limitation on Activities of Newco Prior to the Debt Pushdown*". The Senior Secured Notes Indenture permits the Senior Secured Notes Issuer to incur hedging obligations in respect of the Notes, including forward start hedging contracts that will be entered into on or about the Issue Date but will not become operative until the Debt Pushdown Date. The hedging counterparties under these forward start hedging contracts will benefit from the guarantee provided by LGI, but will not benefit from the security granted in favor of the holders of the Senior Secured Notes.

The Senior Notes Issuer

The Senior Notes Issuer is a Delaware corporation. The Senior Notes Issuer was incorporated on February 1, 2013. The authorized share capital of the Senior Notes Issuer is $1,000 divided into 1,000 shares of common stock, par value $0.01, 100 of which have been issued. All of the issued shares of the Senior Secured Notes Issuer are fully paid and held by LGI.

The Senior Notes Issuer has been formed as a special purpose financing company for the primary purpose of facilitating the offering of the Senior Notes and the Transactions. Prior to the date hereof, the Senior Notes Issuer has not engaged in any business other than in preparation for the Transactions. Upon completion of this offering of Senior Notes, the Senior Notes Issuer's only significant assets will be the net proceeds of the Senior Notes offered hereby, which will be pledged under the Senior Notes Escrow Agreement to secure the obligations under the Senior Notes and the Senior Notes Indenture. See "*The Transactions*". The Senior Notes Issuer's material liabilities will be its obligations under the Senior Notes and the Senior Notes Indenture and certain hedging obligations. The Senior Notes Issuer has no independent operations and no subsidiaries. See "*Summary—Corporate Structure Chart*". The Senior Notes Issuer has no employees.

Prior to the completion of the Debt Pushdown, the Senior Notes Issuer will be prohibited from engaging in any business activity or any other activity, other than certain activities related to the Transactions. See "*Description of the Senior Notes—Certain Covenants—Limitation on Activities of Newco Prior to the Debt Pushdown*". The Indenture permits the Senior Notes Issuer to incur hedging obligations in respect of the Notes, including forward start hedging contracts that will be entered into on or about the Issue Date but will not become operative until the Debt Pushdown Date. The hedging counterparties under these forward start hedging contracts will benefit from the guarantee provided by LGI.

The Issuance described in this offering memorandum shall be an issuance made by the Senior Secured Notes Issuer and Senior Notes Issuer and not Virgin Media Inc. or its subsidiaries prior to the Debt Pushdown Date.

THE TRANSACTIONS

The Merger

On February 5, 2013, LGI and the LGI Merger Subs, entered into a merger agreement with Virgin Media pursuant to which Virgin Media has agreed, through a series of intermediate steps and transactions, to be acquired by LGI and merge into one of the LGI Merger Subs (the "**Viper Successor**"). The Merger will result in both LGI and Virgin Media becoming directly owned by Lynx Europe Limited, the Ultimate Parent, the common stock of which will in turn be held by LGI shareholders and Virgin Media shareholders. The consummation of the Merger pursuant to the Merger Agreement is subject to regulatory approval, the affirmative approval of the shareholders of both LGI and Virgin Media and other customary closing conditions. In addition, the Merger Agreement terminates if, prior to the consummation of the Merger, Virgin Media enters into an acquisition agreement with respect to a superior proposal and pays the applicable termination fee or if the Merger is not consummated on or prior to the outside date of the Merger Agreement (which can be no later than the eleventh month anniversary of the date the Merger Agreement is signed).

Pursuant to the Merger Agreement, at the effective time of the Merger, each share of Virgin Media common stock issued and outstanding immediately prior to the effective time (excluding shares held by Virgin Media or its subsidiaries in treasury and dissenting shares in accordance with Delaware law) will be converted into the right to receive (i) 0.258 Series A shares of the Ultimate Parent, (ii) 0.193 Series C shares of the Ultimate Parent and (iii) $17.50 per share in cash. The aggregate cash portion of the merger consideration is expected to be $6.1 billion, $2.7 billion of which LGI will finance from its own cash reserves and $3.4 billion of which LGI will finance either through the proceeds of the Senior Secured Notes offered hereby or through bridge loans made available to LGI until the consummation of the Debt Pushdown, when a portion of the process from the offering of the Notes will be used to refinance such bridge loans.

Under the Merger Agreement, Virgin Media has agreed to use its reasonable best efforts to carry on its business in the ordinary course consistent with past practice and preserve intact its business organization and commercial goodwill from the date of the Merger Agreement until the earlier of the termination of the Merger Agreement and the effective time of the Merger. In addition, Virgin Media has undertaken covenants that place certain restrictions on its and its subsidiaries' ability, until the earlier of the termination of the Merger Agreement and the effective time of the Merger, to, among other things, dispose of properties or assets, make unbudgeted capital expenditures, acquire substantial assets, make substantial investments, increase the salary of certain of its employees or directors, pay certain bonuses or incentive compensation, grant new equity or non-equity based compensation awards, hire new employees, redeem common stock or other equity interests, declare or pay dividends or make other distributions in respect of its capital stock, other than Virgin Media's regular quarterly dividend up to $0.04 per share, incur or otherwise become liable for material indebtedness, enter into certain transactions with related parties or enter into new material contracts, in each case, other than in the ordinary course of business, and subject to certain exceptions set forth in the Merger Agreement unless LGI consents in writing to the taking of any such action. Failure by Virgin Media to comply with these restrictions in all material respects, unless waived by LGI, could result in the Merger Agreement being terminated or in the Merger not being consummated.

The consent solicitations in respect of certain existing notes

On February 6, 2013, VM Secured Finance, as the issuer of the Existing Senior Secured Notes (as defined in "*Description of the Senior Secured Notes — Certain Definitions*", and VM FinanceCo, as the issuer of the Existing Senior Notes (as defined in "*Description of the Senior Secured Notes — Certain Definitions*", commenced Consent Solicitations from holders of the following notes:

(i) the 2018 Sterling Notes,

(ii) the 2018 Dollar Notes,

(iii) the 2019 Sterling Notes,

(iv) the 2019 Dollar Notes,

(v) the 2021 Sterling Notes, and

(vi) the 2021 Dollar Notes.

VM Secured Finance and VM FinanceCo are seeking consents from the holders of the 2018 Notes, the 2019 Notes and the 2021 Notes to preemptively waive VM Secured Finance's and VM FinanceCo's obligation, as set forth in the applicable indentures, to offer to repurchase such notes within 30 days of the consummation of the Merger, which represents a change of control event under the terms of the relevant indentures. Pursuant to the Consent Solicitations, VM Secured Finance and VM FinanceCo are also seeking consents from the holders of the 2018 Notes, 2019 Notes and 2021 Notes to effect certain other proposed amendments in relation to the Transactions, including amendments to certain covenants. The Consent Solicitations are scheduled to expire at 5.00 p.m., New York City time, on February 14, 2013, unless extended or earlier terminated. If the required consents to the proposed amendments and waivers are not received by such time,VM Secured Finance and/or VM FinanceCo, as applicable, will be required under the applicable indentures to offer to repurchase the 2018 Notes, 2019 Notes and 2021 Notes within 30 days of the consummation of the Merger.

VM Finance will not solicit consents in relation to the 2022 Notes and will be required pursuant to the relevant indentures to offer to repurchase the 2022 Notes within 30 days of the consummation of the Merger. VM Secured Finance and/or VM FinanceCo, as applicable, will finance any repurchases of any 2018 Notes, 2019 Notes, 2021 Notes or 2022 Notes that they are required to make in connection with the Merger in the manner described below.

The financing

Pending consummation of the Merger, the Initial Purchasers will deposit (i) the net proceeds (other than certain fees payable to the Initial Purchasers) of the offering of the Senior Secured Notes into the Senior Secured Notes Escrow Accounts pursuant to the terms of the Senior Secured Notes Escrow Agreement by and among the Senior Secured Notes Issuer, the trustee for the Senior Secured Notes and The Bank of New York Mellon, acting through its London Branch, as the escrow agent and (ii) the net proceeds (other than certain fees payable to the Initial Purchasers) from the offering of the Senior Notes into the Senior Notes Escrow Accounts pursuant to the terms of the Senior Notes Escrow Agreement by and among the Senior Notes Issuer, the trustee for the Senior Notes and The Bank of New York Mellon, acting through its London Branch as escrow agent, in each case for the benefit of the holders of the relevant Notes.

The release of escrowed proceeds is subject to the satisfaction of certain conditions, including the consummation of the Merger. In the event the Merger is not consummated on or before Longstop Date, or upon the occurrence of certain other events, the Senior Secured Notes and/or the Senior Notes will be redeemed at the applicable Special Mandatory Redemption Price plus accrued and unpaid interest and Additional Amounts, if any, from the Issue Date. See "*Description of the Senior Secured Notes—Special Mandatory Redemption*" and "*Description of the Senior Notes—Special Mandatory Redemption*".

Upon the consummation of the Merger on or prior to the Longstop Date and the satisfaction of the conditions described under (and at the times specified in) "*Description of the Senior Secured Notes—Senior Secured Notes Escrow of Proceeds; Special Mandatory Redemption; Special Optional Redemption—Senior Notes Escrow of Proceeds*" and "*Description of the Senior Notes—Senior Notes Escrow of Proceeds; Special Mandatory Redemption; Special Optional Redemption—Senior Notes Escrow of Proceeds*," the proceeds of the Senior Secured Notes and the Senior Notes will be released from escrow, respectively.

The proceeds of the Senior Secured Notes and the proceeds of the Senior Notes will be used together with:

(A) borrowings under the Senior Credit Facility; and

(B) under the Bridge Facilities having substantially the same terms described under the heading "*Description of Other Debt—The Senior Secured Bridge Facility*"; "*The Senior Bridge Facility*" to:

(i) pay a portion of the cash consideration to be paid to shareholders of Virgin Media in connection with the Merger either directly or indirectly through repayment of certain bridge loans;

(ii) finance the purchase of any Existing Senior Secured Notes tendered by a holder of such notes under a Senior Secured Notes Change of Control Offer;

(iii) finance the purchase of any Existing Senior Notes tendered by a holder of such notes under a "Senior Notes Change of Control Offer"

(iv) prepay all amounts due under the Existing Credit Facility;

(v) pay certain fees, costs and expenses associated with the Transactions; and

(vi) for general corporate purposes.

Debt Pushdown

In the event that, on or before the Longstop Date, the Merger is completed, VM Secured Finance will be required, no later than 30 business days following the date of the consummation of the Merger, to assume, as part of the Debt Pushdown, the obligations of the Senior Secured Notes Issuer under the Senior Secured Notes and the Senior Secured Notes Indenture pursuant to a supplemental indenture or accession agreement, pursuant to which VM Secured Finance will succeed to, and be substituted for, and may exercise every right and power of, the Senior Secured Notes Issuer under the Senior Secured Notes Indenture and the Senior Secured Notes. In addition, VM FinanceCo will be required at such time, as part of the Debt Pushdown, to assume the obligations of the Senior Notes Issuer under the Senior Notes and the Senior Notes Indenture pursuant to a supplemental indenture or accession agreement, pursuant to which VM Secured Finance will succeed to, and be substituted for, and may exercise every right and power of, the Senior Notes Issuer under the Senior Notes Indenture, and upon such substitution, Lynx II will be released from its obligations under the Senior Secured Notes Indenture and the Senior Notes.

In addition, as part of the Debt Pushdown, the following transactions, among others, will occur:

(i) the transfer of the capital stock of Lynx I through one or more intermediary steps to VM Secured Finance, as a result of which Lynx I will become a direct Subsidiary of VM Secured Finance;

(ii) the transfer of the capital stock of Lynx II through one or more intermediary steps to VM FinanceCo, as a result of which Lynx II will become a direct Subsidiary of VM FinanceCo;

(iii) the guarantee by each Senior Secured Notes Guarantor of the Senior Secured Notes Issuer's obligations under the Senior Secured Notes and the Senior Secured Notes Indenture pursuant to a supplemental indenture to the relevant indenture;

(iv) the guarantee by each Senior Notes Guarantor of the Senior Notes Issuer's obligations under the Senior Notes and the Senior Notes Indenture pursuant to a supplemental indenture to the relevant indenture;

(v) the execution and delivery of an accession agreement or similar document to the Group Intercreditor Deed by the trustee for the Senior Secured Notes; and

(vi) the execution and delivery of an accession agreement or similar document to the High Yield Intercreditor Deed by the trustee for the Senior Notes.

In addition, no later than the date (i) on which the Senior Credit Facility is secured by the Collateral or (ii) that is 60 days from the closing of the Merger, the Senior Secured Notes will be secured by the Collateral.

To the extent permitted under the Senior Secured Notes Indenture and the Senior Notes Indenture, the Ultimate Parent may determine to effect the Debt Pushdown through alternative means, including by way of merger, consolidation or contribution (which alternative means, if any, is also referred to herein as the Debt Pushdown).

SOURCES AND USES RELATED TO THE TRANSACTIONS

The expected estimated sources and uses of cash related to the Transactions are shown in the table below. Actual amounts will vary from estimated amounts depending on several factors, including the date of consummation of the Debt Pushdown, the amount of any Existing Senior Secured Notes and/or Senior Notes tendered in the Senior Secured Notes Change of Control Offer and the Senior Notes Change of Control Offer, respectively, and the results of the Consent Solicitations. This table should be read in conjunction with "*Capitalization*" and "*Use of Proceeds*". The amounts presented below have been calculated based on an exchange rate at December 31, 2012 of 1.6189 U.S. dollar per pound sterling, the market rate at 6 p.m. London time on December 31, 2012.

Sources			Uses		
	(in millions)				
Notes offered hereby	£2,295.7	$3,716.5	Repayment of existing indebtedness, including redemption premiums[3]	£2,995.8	$4,849.9
Senior Credit Facility	2,676.8	4,333.5			
Capped Call Contract[1]	302.4	489.6			
Settlement of interest rate swap[2]	104.1	168.5	Payment of cash consideration for Merger[4]	2,196.8	3,556.4
			Interest and commitment fees through the date of the Debt Pushdown[5]	62.5	101.2
			Fees and expenses, including Consent Solicitation fees[6]	123.9	200.6
Total sources	**£5,379.0**	**$8,708.1**	**Total uses**	**£5,379.0**	**$8,708.1**

(1) Represents the estimated proceeds that would have been received on December 31, 2012 if the derivative contract related to the conversion of the 6.50% convertible senior notes due 2016 (the "**Capped Call Contract**") had been settled.

(2) Represents the estimated proceeds that would have been received on December 31, 2012 if interest rate swap agreements related to the 2021 Sterling Notes have been settled.

(3) Assumes the repurchase and redemption in full of the 2021 Notes and the 2022 Notes and the prepayment in full of the Existing Credit Facility. On February 6, 2013, VM Secured FinanceCo commenced soliciting consents from holders of the 2021 Notes to preemptively waive its obligation to make a change of control offer in connection with the Merger. If the consent solicitation is successful, the 2021 Notes will remain outstanding following consummation of the Transactions and VM Secured Finance's borrowings under the term loan B facility made available pursuant to the Senior Credit Facility may be reduced by an amount equal to the full amount of the 2021 Notes that remain outstanding. By contrast, VM FinanceCo is not soliciting consents in respect of its 2022 Notes. For additional consents sought in connection with the Merger, see "*Summary—The consent solicitations in respect of certain existing notes*."

(4) Represents the cash consideration payable in connection with the Merger, which may either be paid on the date of consummation of the Merger directly through the use of proceeds from the offering of the Notes, or on or around the Debt Pushdown Date through a loan to another LGI subsidiary to repay the bridge loans borrowed by that subsidiary to effect the Merger.

(5) Represents the estimated interest and commitment fees associated with the Notes, Bridge Facilities and Senior Credit Facility to be incurred through the date of the Debt Pushdown (assuming the Debt Pushdown is completed on June 1, 2013).

(6) Includes fees and expenses associated with the Notes and Senior Credit Facility as well as the fees associated with respect to the Consent Solicitations for the 2018 Notes and the 2019 Notes.

USE OF PROCEEDS

The gross proceeds from the sale of the Notes offered hereby will be £2,295.7 million (based on a December 31, 2012 convenience translation of $1.6189 per £1.00). Fees and expenses associated with the Notes and the Senior Credit Facility are expected to be £103.3 million. The Initial Purchasers will deposit the net proceeds (other than certain fees payable to the Initial Purchasers) of the Senior Secured Notes and the Senior Notes into segregated accounts pending satisfaction of the conditions to release of such proceeds. Upon release from escrow, the net proceeds from the sale of the Notes will be used, together with the funds available under the Senior Credit Facility and any Bridge Facilities, to: (i) pay a portion of the cash consideration to be paid to shareholders of Virgin Media in connection with the Merger; (ii) finance any Existing Senior Secured Notes Change of Control Offer and any Existing Senior Notes Change of Control Offer; (iii) to prepay all amounts under the Existing Credit Facilities; (iv) pay certain fees, costs and expenses associated with the Transactions; and (v) for general corporate purposes.

CAPITALIZATION

The following table sets forth, in each case as of December 31, 2012, (i) the actual consolidated cash and cash equivalents and capitalization of Virgin Media and (ii) the consolidated cash and cash equivalents and capitalization of Virgin Media on an as adjusted basis after giving effect to (a) the issuance of the Notes offered hereby, (b) borrowings under the Senior Credit Facility and the application of proceeds therefrom as described under "*Use of Proceeds*", (c) the Merger and (d) the Debt Pushdown.

This table should be read in conjunction with other information included in, or incorporated by reference in this offering memorandum, including the financial statements and related notes incorporated by reference, "*Use of Proceeds*", "*Sources and Uses for the Transactions*" and "*The Transactions*."

Except as noted below, changes to the derivative instruments that Virgin Media uses to manage foreign currency or interest rate risk that may occur as a result of the issuance of the Notes have not been reflected in the as adjusted data presented in this table. Except as set forth in the footnotes to this table, there have been no material changes to Virgin Media's cash and cash equivalents and capitalization since December 31, 2012. The amounts presented in the below table have been calculated based on an exchange rate at December 31, 2012 of 1.6189 U.S. dollar per pound sterling.

	December 31, 2012			
CASH AND CASH EQUIVALENTS AND CAPITALIZATION	**Actual**		**As Adjusted[1]**	
	(in millions) (unaudited)			
Total cash and cash equivalents	£ 206.3	$ 334.0	£ 206.3	$ 334.0
Long-term debt:				
Sterling Senior Secured Notes offered hereby[2]	£ —	$ —	£ 1,100.0	$ 1,780.8
Dollar Senior Secured Notes offered hereby[2]	—	—	617.7	1,000.0
Sterling Senior Notes offered hereby[2]	—	—	300.0	485.7
Dollar Senior Notes offered hereby[2]	—	—	278.0	450.0
Senior Credit Facility[3]	—	—	2,676.8	4,333.5
Convertible Senior Notes[4]	544.0	880.7	—	—
2018 Dollar Notes[5]	611.2	989.5	611.2	989.5
2018 Sterling Notes[5]	865.9	1,401.8	865.9	1,401.8
2019 Dollar Notes[5]	309.3	500.7	309.3	500.7
2019 Sterling Notes[5]	250.3	405.2	250.3	405.2
2021 Dollar Notes[6]	350.5	567.4	—	—
2021 Sterling Notes[6]	754.1	1,220.8	—	—
4.875% 2022 Dollar Senior Notes[7]	555.9	900.0	—	—
2022 Sterling Senior Notes[7]	400.0	647.6	—	—
5.25% 2022 Dollar Senior Notes[7]	308.9	500.0	—	—
Existing Credit Facility[8]	750.0	1,214.2	—	—
Capital leases and other	229.0	370.7	229.0	370.7
Total long-term debt, including current portion	5,929.1	9,598.6	7,238.2	11,717.9
Total shareholders' equity[9]	3,157.6	5,111.8	3,757.3	6,082.7
Total capitalization	£ 9,086.7	$ 14,710.4	£ 10,995.5	$ 17,800.6

(1) The "*As Adjusted*" amounts reflect the use of the aggregate proceeds from (i) the issuance of the Notes, (ii) the initial borrowings under the Senior Credit Facility, (iii) the assumed settlement of an interest rate swap agreement relating to the 2021 Sterling Notes for cash of £104.1 million ($168.5 million) and (iv) an increase of £302.4 million ($489.6 million) related to the assumed settlement of the derivative contract related to the conversion of the Convertible Senior Notes to fund (a) the repayment of the 2022 Notes, including the payment of aggregate redemption premiums of £22.2 million ($35.9 million), (b) the prepayment of the principal amounts outstanding under the Existing Credit Facility, (c) the payment of estimated fees and expenses of £103.3 million ($167.2 million) associated with the Notes and the Senior Credit Facility, (d) the payment of aggregate creditor and third-party fees of £20.6 million ($33.3 million) incurred in connection with the Consent Solicitations with respect to the 2018 Notes and the 2019 Notes, (e) the £62.5 million ($101.1 million) of estimated interest and commitment fees associated with the Notes, Bridge Facilities and Senior Credit Facility to be incurred through the date of the Debt Pushdown (assuming the Debt Pushdown is completed on June 1, 2013) and (f) the assumed loan of the £2,196.8 million ($3,556.4 million) of excess proceeds to an LGI subsidiary to fund a portion of the cash consideration for the Merger. The "*As Adjusted*" amounts have not been reduced for the payment of applicable accrued interest in connection with repayment of the 2022 Notes and the 2021 Notes. We expect that the revolving commitments of £250.0 million under our Senior Credit Facility will not be drawn at the time of consummation Merger or the Debt Pushdown.

(2) The "*As Adjusted*" amounts reflect the issuance of the Notes offered hereby.

(3) The "*As Adjusted*" amounts reflect the initial borrowings under the Senior Credit Facility, including £375.0 million ($607.1 million) under the TLA, £600.0 million ($971.3 million) under the Sterling Term Loan B and £1,701.8 ($2,755.0 million) under the Dollar Term Loan B.

(4) The "*As Adjusted*" amounts assume 100% of the Convertible Senior Notes are converted into the right to receive the merger consideration. As a result, the carrying value of the Convertible Senior Notes has been reclassified to shareholders' equity. To the extent that less than 100% of the Convertible Senior Notes are converted, we would have a higher amount of debt and a lower amount of shareholders' equity.

(5) The "*As Adjusted*" amounts assume that a majority of the holders thereof waive their right to a Repurchase Offer (as defined herein) pursuant to the Consent Solicitations. Accordingly, all of the 2018 Notes and 2019 Notes are assumed to remain outstanding. If less than a majority of the holders waive their right to a Repurchase Offer, we will use availability under the Bridge Facilities to fund the required redemptions at a price of 101%.

(6) The "*As Adjusted*" amounts assume that the holders of the 2021 Notes do not waive their right to a Repurchase Offer (as defined herein) pursuant to the Consent Solicitations. Accordingly, all of the 2021 Notes are assumed to be repurchased at a price of 101%. If more than a majority of the holders waive their right to a Repurchase Offer, 100% of the 2021 Notes would remain outstanding and we would accordingly reduce the initial borrowings under the Senior Credit Facility.

(7) The "*As Adjusted*" amounts assume that 100% of the 2022 Notes are repurchased at a price of 101%.

(8) The "*As Adjusted*" amounts assume the prepayment of all principal amounts outstanding under the Existing Credit Facility.

(9) Shareholder's equity represents the excess of Virgin Media's assets over its liabilities. The "*As Adjusted*" amounts reflect the net effect of (i) an increase of £544.0 million ($880.7 million) related to the reclassification of the carrying amount of the Convertible Senior Notes from debt to shareholders' equity as described in note (4) above, (ii) an increase of £145.7 million ($235.9 million), representing the recognition of a gain equal to the excess of the carrying value over the principal of the redeemed 2021 Notes resulting from interest rate swap contracts that have been accounted for as fair value hedges, (iii) a decrease of £22.2 million ($35.9 million) related to the loss resulting from the payment of the aggregate redemption premiums paid in connection with the redemption of the 2021 Notes and the 2022 Notes, (iv) a decrease related to the loss resulting from the write-off of £39.1 million ($63.3 million) of the aggregate deferred financing costs related to the 2021 Notes and the 2022 Notes, (v) a decrease of £10.3 million ($16.7 million) related to third-party fees incurred in connection with the Consent Solicitations with respect to the 2018 Notes and the 2019 Notes and (vi) a decrease of £18.4 million ($29.8 million) related to the net tax effects of the above items.

VIRGIN MEDIA

We are a leading entertainment and communications business, being a "quad-play" provider of broadband internet, television, mobile telephony and fixed line telephony services that offers a variety of entertainment and communications services to residential and commercial customers throughout the U.K. We are one of the U.K.'s largest providers of residential broadband internet, pay television and fixed line telephony services by number of customers. We believe our advanced, deep fiber access network enables us to offer faster and higher quality broadband services than our digital subscriber line, or DSL, competitors. As a result, we provide our customers with a leading next generation broadband service and one of the most advanced TV on-demand services available in the U.K. market. As of December 31, 2012, we provided services to approximately 4.9 million residential cable customers on our network. We are also one of the U.K.'s largest mobile virtual network operators by number of customers, providing mobile telephony service to approximately 1.7 million contract mobile customers and approximately 1.3 million prepay mobile customers over third party networks. In addition, we provide a complete portfolio of voice, data and internet solutions to businesses, public sector organizations and service providers in the U.K. through Virgin Media Business.

Virgin Media Finance PLC and Virgin Media Secured Finance PLC are public limited companies organized under the laws of England and Wales. Virgin Media Inc. is a Delaware corporation. Our group's principal executive offices are located at 65 Bleecker Street, 6th Floor, New York, New York, 10012, and our telephone number at that address is +1 (212) 906-8447. Our website is located at *www.virginmedia.com*. The information on our website is not part of this offering memorandum.

LGI

LGI is a leading international cable company, with operations in 13 countries. Its market leading television, broadband internet, and telephony services are provided through next generation networks and innovative technology platforms that connect 19.5 million customers as of December 31, 2012. LGI's consumer brands include UPC, Unitymedia, KabelBW, Telenet and VTR. LGI's operations also include Chellomedia, its content division, UPC Business, its commercial services division and Liberty Global Ventures, its investment fund. LGI is listed on NASDAQ and has a market capitalization as of December 31, 2012 of approximately $18.5 billion.

MANAGEMENT

Management of the Issuers

The Issuers are special purpose financing companies which engage in limited activities. See "*The Issuers.*" The Issuers are managed by the following directors:

Bernard G. Dvorak. Executive Vice President of LGI since January 2012 and Co-Chief Financial Officer (Principal Accounting Officer) since June 2005. From April 2005 to January 2012, Mr. Dvorak served as a Senior Vice President. In addition, Mr. Dvorak has served as an officer of various subsidiaries of LGI, including LGI International, Inc., since March 2004. Mr. Dvorak is a director of Telenet Group Holding NV, a Belgian public limited liability company.

Bryan H. Hall. Executive Vice President, General Counsel and Secretary of LGI since January 2012. Prior to joining LGI, Mr. Hall served as Secretary and General Counsel of Virgin Media from June 2004 until his term ended in January 2011. While at Virgin Media, Mr. Hall was responsible for all legal affairs affecting Virgin Media, as well as matters concerning regulatory, competition, government affairs and media relations issues. From September 2000 to June 2004, Mr. Hall was a partner in the corporate department of the law firm Fried, Frank, Harris, Shriver & Jacobson LLP in New York, specializing in public and private acquisitions and acquisition financings.

Management of Virgin Media

Sir Charles Allen, age 56, has been a director since September 9, 2008, and chairs the Compensation Committee. Sir Charles is also a member of the Nominating and Governance Committee. Sir Charles is currently the non-executive chairman of Global Radio U.K. Limited, a leading U.K. commercial radio company. Since May 2008, Sir Charles has been a senior adviser to the principal investment group of Goldman Sachs Group, Inc. From February 2007 to July 2008, Sir Charles was a chief advisor to the U.K. government's Home Office. Prior to that, Sir Charles served as chief executive officer of ITV plc, a leading U.K. commercial public service broadcaster, having previously served as executive chairman of Granada plc, which he led through the merger with Carlton Communications to form ITV plc. Sir Charles is a Fellow of the Chartered Institute of Management Accountants and a Commander of the British Empire (CBE). He previously served as the executive chairman of EMI Music, an international music company and part of EMI Group Limited, having served as its non-executive chairman since 2009 and also served on its board of directors, and was chairman of the remuneration committee of Tesco plc, a large U.K. retailer. He presently serves on the board of directors of Endemol BV, the international television production group. Sir Charles is also Chairman of 2 Sisters Food Group, a leading food production company and Get S.A., a leading cable operator in Norway. Sir Charles's U.K. and European media and board experience provides valuable insight to our Board on strategic and operational issues.

Andrew Barron, age 47, became Chief Operating Officer in January 2010. Prior to this, Mr. Barron was chief customer and operations officer from October 2008 and managing director of strategy and corporate development from March 2008. Before he joined the Virgin Media group, Mr. Barron was chief operating officer of Modern Times Group, or MTG AB, an international entertainment broadcasting group, from January 2003. From September 2002 to January 2003, he served as chief executive officer of the Viasat broadcasting division of MTG AB. Prior to that, Mr. Barron was chief executive officer of Chellomedia, the broadband and television division of United-Pan Europe Communications (now LGI), from November 1999 to June 2002. Prior to that, Mr. Barron was executive vice president of new media and business development at the European division of The Walt Disney Company.

Neil Berkett, age 57, has been a director since April 7, 2008, and has been our Chief Executive Officer since March 6, 2008. Prior to that, he served as our acting Chief Executive Officer from August 2007 to March 2008, and as our Chief Operating Officer from September 2005 to August 2007. Prior to joining us, Mr. Berkett was managing director of distribution at Lloyds TSB Bank plc from 2003 to 2005. From 2002 to 2003, he was chief operating officer of Prudential Assurance Company Limited. From 1997 to 2002, Mr. Berkett was a principal at Marsh Mill Consulting Ltd., and from 1998 to 2002, he was chief executive of Trek Investco Limited. Prior to this, Mr. Berkett worked for St. George Bank Limited, one of Australia's largest retail banks, where he served as the head of the retail division and led its merger with Advance Bank Australia Limited (an Australian retail bank). Mr. Berkett is currently serving as an independent director of the multi-media publishing and printing business, Guardian Media Group plc.

Paul Buttery, age 49, became Chief Customer, Technology and Networks Officer in September 2011. Prior to this, Mr. Buttery was Chief Customer and Networks Officer from January 2010. Mr. Buttery was

the managing director of access and networks from September 2008, and the managing director of the access division from May 2007. He joined the Virgin Media group in February 2006 as director of customer services and operations for the business division. Before he joined the Virgin Media group, Mr. Buttery was chief technical officer of Cable & Wireless U.K., an alternate network operator. Mr. Buttery served with Cable & Wireless from October 2004 to January 2006. From November 2002 to October 2004, Mr. Buttery was with MCI as the vice president EMEA network and service delivery having previously worked with MCI in the United States as vice president internet operations and planning and as vice president global data network management. Mr. Buttery started his career with BT plc, undertaking various roles over a 15 year period.

James Chiddix, age 67, has been a member of the Virgin Media Board of Directors since 2008, and chairs the Business Operations and Technology Committee. A 40-year cable TV industry pioneer, Mr. Chiddix was chief executive officer and chairman of software company OpenTV from 2004 to 2007 and served on its board of directors through 2009. He held a variety of senior positions at Time Warner Inc. and its antecedents, including 15 years as chief technology officer at Time Warner Cable and president of Mystro TV, a Time Warner division that developed a server-based digital video recorder service. Mr. Chiddix has been involved with virtually every major new technology embraced by the cable industry, including local ad insertion, fiber optics, video-on-demand, cable modems, and digital set-top boxes. Mr. Chiddix is also currently on the boards of Arris, an equipment supplier to cable and other broadband operators; Symmetricom, a supplier of precision timing systems to telecommunications and scientific markets and Magnum Semiconductor, a Silicon Valley developer of chips and software for high-quality video compression and transcoding. He served as a board member at Shougang Concord Technology Holdings Ltd., Hong Kong, an operator of digital cable systems in China, until April 2010, and on the board of Dycom Industries, a provider of construction services to the telecom and cable industries, from 2007 until November 2011. Mr. Chiddix's background in technology strategy and service provider operations and his experience leading a public corporation make him a unique contributor to the Board.

Andrew Cole, age 46, has been a director since July 8, 2008, and serves on the Compensation Committee and Nominating and Governance Committee. Mr. Cole has been the chief executive officer of the EMEA division of Asurion Corp., a private entity and the world's largest technology protection company, since May 2009, and prior to that, was chief marketing officer and senior vice president at Asurion Corp. from April 2007. He holds bachelor's and master's degrees from Bristol University and Oxford University, respectively. Mr. Cole has over 20 years experience working in the telecommunications and media industry with a particular depth of experience in the mobile sector having worked with major operators such as Orange, a U.K. telecommunications company, Apple (supporting its iPhone entry) and Google (with respect to development of Android). In addition to the wealth of experience described above, Mr. Cole brings his marketing and strategy expertise to our Board.

Robert Gale, age 52, became the vice president-controller of what is now Virgin Media on June 17, 2003 and prior to that was the group director of financial control for operations since October 2000. Mr. Gale joined the group in May 2000, when the group acquired the cable operations of Cable & Wireless Communications plc, where he had held a number of senior financial positions since 1998. Prior to that, Mr. Gale was Chief Financial Officer of ComTel, a cable operator also subsequently acquired by the group, from 1995 to 1997. Mr. Gale is our principal accounting officer for the purposes of financial reporting and is a director of many of our wholly-owned U.K. subsidiaries.

William Huff, age 62, has been a director since January 10, 2003. Mr. Huff is the president of the managing member of W.R. Huff Asset Management Co., L.L.C., an investment management firm. Mr. Huff founded W.R. Huff Asset Management Co., L.L.C. in 1984. Mr. Huff served as our interim Chairman from January to March 2003, when Mr. Mooney became Chairman. Mr. Huff brings to the Board his deep understanding of leveraged finance, capital markets, mergers and acquisitions and other corporate and financial issues.

Gordon McCallum, age 52, has been a director since September 11, 2006. Since December 2011, he has been a director of Virgin Group Holdings Limited, which exercises oversight over Virgin Group's investment and brand portfolio. From 2005 to 2011 he was chief executive officer of Virgin Media Management Limited, Virgin Media's U.K. based management services company. From January 1998 to September 2005, Mr. McCallum was group strategy director of Virgin Media Management Limited, and prior to that, he worked for Virgin Media Management Limited as a freelance consultant. Mr. McCallum currently serves on the boards of a number of Virgin-branded businesses and served on the board of Virgin Mobile Holdings (U.K.) plc prior to its acquisition by us. In connection with the license agreement entered

into with Virgin Enterprises Limited ("**VEL**") on April 3, 2006, which provides for us to license the "Virgin" name and trademark in connection with our business, VEL had the right to propose a candidate to our Nominating and Governance Committee to fill a single seat on our Board, and proposed Mr. McCallum. Mr. McCallum brings to the Board his mobile telephony and strategy experience and an extensive knowledge of, and experience with, the "Virgin" brand.

James Mooney, age 57, served as our executive Chairman from March 2003 until December 2010 and has served as our non-executive Chairman from January 2011 onwards. From December 2004 through to December 2007, Mr. Mooney served as a director and chairman of the board of RCN Corporation, a U.S. regional provider of cable, pay television and fixed line telephony services. From April 2001 to September 2002, Mr. Mooney was the executive vice president and chief operating officer of Nextel Communications Inc., a mobile telephony provider. Prior to joining Nextel, from January 2000 to January 2001, Mr. Mooney was first the chief financial officer, then the chief executive officer and chief operating officer of Tradeout Inc., an asset management firm jointly owned by GE Capital Corp., EBay Inc. and Benchmark Capital. Mr. Mooney was the chief financial officer at Baan Company, a business management software provider that had dual headquarters in Amsterdam and Virginia, from 1999 to 2000. From 1980 to March 1999, Mr. Mooney held a number of positions with IBM Corporation, including his last position as the chief financial officer of the Americas. Mr. Mooney is also a director of Sirius XM Radio, Inc., a satellite radio company, and Sidera Networks. He holds bachelor's and master's degrees in finance from Notre Dame University and New York University, respectively. Mr. Mooney brings to the Board his management, strategy, operational and corporate expertise.

Eamonn O'Hare, age 49, has been a director of Virgin Media since December 7, 2010 and has been Virgin Media's Chief Financial Officer since November 2009. Prior to joining Virgin Media, Mr. O'Hare served as the chief financial officer for the U.K. division of Tesco plc from 2005 to 2009. Before joining Tesco, Mr. O'Hare was the chief financial officer of Energis Communications Limited, a U.K. telecommunications company, from 2002 to 2005. Prior to this, Mr. O'Hare held a number of senior international finance and general management positions at various international divisions within PepsiCo Inc.

John Rigsby, age 66, has been a director since September 9, 2008, and serves on the Business Operations and Technology Committee and the Audit Committee. Mr. Rigsby has over 30 years experience in the cable industry and most recently was president of Bright House Networks, LLC's Florida Group, a U.S. cable television company, from May 2003 to December 2007. Prior to this, Mr. Rigsby spent nine years as the president of the Florida Division of Time Warner Cable Inc. and nine years with Paragon Communications Inc., a Time Warner and Houston Industries cable joint venture. Mr. Rigsby also spent nine years at American Television and Communications or ATC. Mr. Rigsby was elected a Cable TV Pioneer in 2001 and was awarded the NCTA Vanguard Award for Cable Operations in 2002. He holds a bachelor's degree in political science and a master's degree in business administration from Brown University and Harvard University, respectively. Mr. Rigsby brings to the Board his strategic, operational and cable industry expertise.

Steven Simmons, age 66, has been a director since July 8, 2008, and serves as Chair of the Nominating and Governance Committee and on the Business Operations and Technology Committee. Mr. Simmons, a cable television entrepreneur, has over 25 years experience in the cable industry. He is currently Chairman and Chief Executive Officer of Simmons Patriot Media & Communications, LLC, a company he founded. Mr. Simmons is also chairman of cable companies RCN Telecom Services, LLC, PPR Media, LLC, and Patriot Media Consulting, LLC. Mr. Simmons was elected a Cable TV Pioneer and, in 2006, was awarded the U.S. Independent Cable Operator of the Year Award by CableWorld magazine. Mr. Simmons brings to the Board his strategic, operational and cable industry expertise.

Doreen Toben, age 63, has been a director of Virgin Media since June 9, 2010 and serves on the Audit Committee and the Business Operations and Technology Committee. Ms. Toben most recently served as executive vice president of the wireless and wireline communications company, Verizon Communications, Inc. from 2002 until her retirement in June 2009. During her time there, she worked in a number of roles, becoming vice president and then Chief Financial Officer with responsibility for finance and strategic planning. From April 2002 to February 2009, she served as Verizon's chief financial officer and was responsible for its finance and strategic planning efforts. Prior to April 2002, Ms. Toben was senior vice president and chief financial officer with responsibility for finance and strategic planning for Verizon's Telecom Group. Ms. Toben is a 30-year telecommunications veteran. She began her career at the telecommunications company AT&T Corp. and over the years held various positions of increasing

responsibility primarily in treasury, strategic planning and finance both there and, beginning in 1984, at Bell Atlantic Inc. Her later positions at Bell Atlantic included vice president and chief financial officer, Bell Atlantic-New Jersey in 1993; vice president, finance and controller in 1995; vice president and chief financial officer, Telecom/Network in 1997, and vice president and controller in 1999. Ms. Toben is also a member of the boards of directors of Fifth and Pacific Inc. and The New York Times Company. Ms. Toben brings to the Board her financial and operational expertise.

George Zoffinger, age 64, has been a director of Virgin Media since January 10, 2003, chairs the Audit Committee and serves on the Nominating and Governance Committee. He is currently president and chief executive officer of Constellation Capital Corporation, a financial services company. He also served in this role from March 1998 to March 2002. From March 2002 until December 2007, he served as the president and chief executive officer of the New Jersey Sports and Exposition Authority. Mr. Zoffinger is currently a director of New Jersey Resources Inc. Mr. Zoffinger has over 25 years experience as a corporate director of numerous companies. Mr. Zoffinger provides to the Board his financial and operational expertise.

DESCRIPTION OF THE INTERCREDITOR DEEDS

We have entered into (i) a group intercreditor deed (the "**Group Intercreditor Deed**" with, among others, Deutsche Bank AG, London Branch, as facility agent and security trustee under our Existing Credit Facility and as security trustee for the Existing Senior Secured Notes and (ii) a high yield intercreditor deed (the "**High Yield Intercreditor Deed**") with, among others, Deutsche Bank AG, London Branch, as facility agent under our Existing Credit Facility, The Bank of New York Mellon, acting through its London Branch, as trustee for our Existing Senior Notes and Deutsche Bank AG, London Branch as security trustee. On or about the date of consummation of the Merger, our Existing Credit Facility will be refinanced in full, the Senior Credit Facility is expected to be designated as "Designated Refinancing Facilities Agreement," under the Group Intercreditor Deed and the facility agent under the Senior Credit Facility will accede to the Group Intercreditor Deed as representative of "Designated Refinancing Facilities Agreement." On or around the same time, the obligations under the Senior Secured Bridge Facility are expected to be designated as "New Senior Liabilities" and the facility agent under the Senior Secured Bridge Facility will accede the Group Intercreditor Deed. Upon consummation of the Debt Pushdown, The Bank of New York Mellon, acting through its London Branch, as trustee for and on behalf of the holders of the Senior Secured Notes and the Senior Notes offered hereby, is expected to accede to each of the Group Intercreditor Deed and the High Yield Intercreditor Deed, respectively. Definitions of certain terms used in this Description of the Intercreditor Deeds may be found below under the heading "Certain Definitions." The summaries set forth below do not purport to be complete and are qualified in their entirety by reference to the actual deeds, copies of which have been publicly filed with the SEC and will be made available by us upon request. See "Listing and General Information."

Group Intercreditor Deed

The Group Intercreditor Deed governs the relationship among our Senior Liabilities (as described below), our secured hedge counterparties and certain intra-group debtors and creditors.

Priorities

The Group Intercreditor Deed provides that the Senior Liabilities and our secured hedging liabilities rank pari passu without any priority amongst themselves but senior to certain intra-group liabilities.

Senior Liabilities

For purposes of the Group Intercreditor Deed, the "Senior Liabilities" include all of our present and future obligations and liabilities (excluding our hedging liabilities) to the Senior Finance Parties under or in connection with the Senior Finance Documents, including any New Senior Liabilities, 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.

VMIH may at any time designate liabilities under any credit facility or other financial accommodation as "New Senior Liabilities" under the Group Intercreditor Deed (whether to refinance, replace or increase any existing Senior Liabilities or to constitute any new financial accommodation), provided that the incurrence of such liabilities complies with the terms of our Senior Credit Facility (or, upon its discharge in full, the Designated Refinancing Facilities Agreement). VMIH will designate the Notes and the Senior Secured Note Guarantees offered hereby as New Senior Liabilities on the date of the consummation of the Debt Pushdown upon which designation they will constitute Senior Liabilities for all purposes under the Group Intercreditor Deed. VMIH has also made this designation in respect of our Existing Senior Secured Notes.

Instructing Party

The Instructing Party which controls, among other things, voting and enforcement with respect to and under the Group Intercreditor Deed is defined, for as long as any of our Senior Liabilities are outstanding, as:

(i) prior to an Enforcement Control Event, the Instructing Group (as defined in our Senior Credit Facility or, upon its discharge in full, 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 uncancelled commitments under the Senior Finance Documents at the relevant date of determination.

For the definition of "Instructing Group" under our Senior Credit Facility, see "*Description of Other Debt—Financing Agreements of Virgin Media—The Senior Credit Facility—Certain Definitions*."

Enforcement

The Group Intercreditor Deed sets forth the relative rights of, amongst other things, our creditors in relation to our Senior Liabilities to enforce the security interests granted by us. The holders of the Senior Secured Notes offered hereby, at all times have the right, subject to the terms of the Group Intercreditor Deed and the relevant finance documents, to, among other things:

- demand payment of interest or principal;
- declare prematurely due or accelerate any interest or principal;
- perfect and preserve rights in any security interest;
- institute legal proceedings under the terms of the Senior Finance Documents (other than the security documents) for collection of amounts owing thereunder, to seek injunctive relief against any actual or putative breaches of any Senior Finance Documents or for specific performance or similar remedies or assert rights of an unsecured creditor, including arising under any insolvency event;
- file any necessary or responsive pleadings in response to any person objecting or seeking disallowance of their rights in the security; and
- file claims or statements of interest with respect to the Senior Liabilities upon the occurrence of any insolvency event.

Any of the following additional enforcement actions proposed to be taken by the holders of the Senior Secured Notes offered hereby, would require the consent of the Instructing Party (or its relevant agent or representative):

- exercise or seek to exercise any right to crystallize any floating charge created pursuant to the security documents;
- exercise or seek to exercise any right to enforce any encumbrance created pursuant to the security documents;
- exercise or seek to exercise the remedy of foreclosure in respect of any asset subject to any encumbrance created pursuant to the security documents;
- petition for, initiate or support to take, or join with any person in commencing to take, any steps with a view to any insolvency, liquidation, reorganization, administration or dissolution proceedings or any voluntary arrangements for the benefit of creditors or any similar proceedings involving an obligor;
- contest or support any other person in contesting, the perfection, priority, validity or enforceability of all or any part of the security granted pursuant to the security documents or the validity or enforceability of any of the Senior Liabilities or our secured hedging liabilities or of the priorities, rights or duties established by the Group Intercreditor Deed;
- contest, protest or object to any enforcement or foreclosure proceeding or action or any other rights and remedies relating to the security granted pursuant to the security documents brought by the security trustee or the Senior Lenders or object to the forbearance by the security trustee or the Senior Lenders from bringing or pursuing any enforcement or foreclosure proceeding or action or otherwise exercise any right of remedies relating to the security; or
- take or cause to be taken any action the purpose or intent of which is, or could be, to interfere, hinder or delay, in any manner, whether by judicial proceedings or otherwise, any sale, transfer or other disposition of the security by the security trustee.

Our secured hedge counterparties, holders of our Existing Senior Secured Notes and certain intra-group creditors are also subject to certain limitations on taking enforcement action under the Group

Intercreditor Deed as well as certain limitations on receiving payments and other distributions in respect of the secured hedging liabilities and intra-group liabilities.

Enforcement of Security

The security trustee will, to the extent it is entitled to do so under the security documents, act in relation to the security interests in accordance with the instructions of the Instructing Party (or its relevant agent or representative). Before giving any instructions to the security trustee to enforce any security interests, the relevant agent or representative acting for the Instructing Group is required to consult with the security trustee in good faith, with a view to co-ordinating their actions, for a period of 45 days or such shorter period as the relevant agent may determine. The relevant agent or representative is not required to so consult with the security trustee if:

- the security interest has become enforceable as a result of (i) an insolvency event, (ii) a non-payment event of default under our senior credit facility or any equivalent provisions under any other Senior Finance Document, or (iii) any other party taking any enforcement action against an obligor; and
- the relevant agent determines in good faith that to enter into such consultations and thereby delay the commencement of enforcement of the security interest could reasonably be expected to adversely impact in any material respect the ability to enforce any of the security interests or the realization proceeds of any enforcement of the security interests.

The security trustee will incur no liability to any Priority Creditor in exercising in good faith any discretion with respect to the enforcement of security interests or if it acts on the advice of a reputable independent investment bank. The security trustee and the facility agent under our Senior Credit Facility will be required to use reasonable efforts to consult with any authorized representative or any steering committee or other representative in respect of any series of Additional Senior Liabilities, which would include, prior to the any Enforcement Control Event, the trustee acting on behalf of the holders of the Senior Secured Notes offered hereby and lenders under Senior Secured Bridge Facility prior to taking any enforcement action and provide on a regular basis relevant information on the status of any ongoing enforcement action.

Release of Collateral

If any assets are sold or otherwise disposed of (i) by (or on behalf of) the security trustee, (ii) as a result of a sale by an administrator or liquidator, or (iii) by an obligor at the request of the security trustee (acting on the instructions of or with the consent of the Instructing Party (or its relevant agent or representative)), in each case, of the foregoing, either as a result of the taking of an enforcement action or a disposal by an obligor after any enforcement action, the security trustee is authorized to release those assets from the collateral and is authorized to execute, without any further authority by any Priority Creditor,

- any release of the collateral or any other claim over that asset and to issue any certificates of non-crystallization of any floating charge that may, in the absolute discretion of the security trustee, be considered necessary or desirable;
- if the asset which is disposed of consists of all of the shares in the capital of an obligor or any holding company or subsidiary of that obligor, any release of that obligor or holding company or subsidiary from all liabilities it may have to any Priority Creditor or other obligor and a release of any security interest granted by that obligor or holding company or subsidiary over any of its assets under any of the security documents; and
- if the asset which is disposed of consists of all of the shares in the capital of an obligor or any holding company or subsidiary of that obligor and if the security trustee wishes to dispose of any liabilities owed by that obligor, any agreement to dispose of all or part of those liabilities on behalf of the relevant Priority Creditors, obligors or agents (with the proceeds thereof being applied as if they were the proceeds of enforcement of the collateral) provided that the security trustee takes reasonable care to obtain a fair market price in the prevailing market conditions (though the security trustee has no obligation to postpone any disposal in order to achieve a higher price). No guarantees of any notes issued by VM FinanceCo, VMIH, any financing subsidiary, or any issuer of senior secured notes from time to time (including the notes offered

hereby) under an indenture may be disposed of pursuant to this paragraph (although such guarantees may be released pursuant to the preceding paragraph).

No liabilities of VM FinanceCo, VMIH, any financing subsidiary or any issuer of senior secured notes from time to time (including the issuer of the Senior Secured Notes offered hereby), in each case, in its capacity as a borrower or issuer under any Senior Finance Documents, may be disposed of pursuant to the foregoing or released pursuant to the foregoing. Any asset which is disposed of is released from the claims of all Priority Creditors and the proceeds of such disposal will be applied in accordance with " — General Application of Proceeds" below.

Security Trustee Authorization

Subject to the terms of the Senior Finance Documents, at any time after an event of default has occurred and is continuing under our Senior Credit Facility or any of the other Senior Finance Documents, the security trustee may take such steps as it deems necessary or advisable:

- to perfect or enforce any of the security interests granted in its favor;
- to effect any disposal or realization or enforcement of any of the liabilities of the obligors (including by any acceleration thereof);
- to collect and receive any and all payments or distributions which may be payable or deliverable in relation to any of the liabilities of the obligors; or
- otherwise to give effect to the intent of the Group Intercreditor Deed.

The security trustee may refrain from enforcing the security interests unless and until instructed to do so by the Instructing Party (or its relevant agent or representative) and no Priority Creditor (or its authorized representative) is permitted to contest or object to any enforcement action taken by the security trustee on the instructions of the Instructing Party (or its relevant agent or representative). No party is permitted to take or receive any collateral or any proceeds of any collateral in connection with the exercise of any right or remedy (including set off) with respect to the collateral other than the security trustee acting on the instructions of the Instructing Party (or its relevant agent or representative) in accordance with the terms of the Group Intercreditor Deed.

The security trustee has the exclusive right (and the Instructing Party (or its relevant agent or representative) has the exclusive right to instruct the security trustee) to enforce rights, exercise remedies (including set-off) and make determinations regarding the release, disposition, or restrictions with respect to the security and in exercising such rights and remedies, the security trustee and the Instructing Party (or its relevant agent or representative) may enforce the provisions of the Senior Finance Documents and exercise the remedies thereunder, all in such order and in such manner as they may determine in the exercise of their sole discretion.

Subject to " — Manner of Enforcement" below, if the Instructing Party (or its relevant agent or representative) instructs the security trustee to enforce the security, it may do so in such manner as it deems fit, having regard solely to the interests of the Beneficiaries. Neither the security trustee, the relevant agent acting for the Instructing Group nor any other Senior Finance Party is responsible to any other creditor for any failure to enforce or to maximize the proceeds of any enforcement, and may cease any such enforcement at any time.

Manner of Enforcement

If the security trustee does enforce any of the security interests it may do so in such manner as it sees fit solely having regard to the interest of the Beneficiaries. The security trustee is not responsible to any Beneficiary for any failure to enforce nor to maximize the proceeds of any enforcement, and may cease any such enforcement at any time.

Neither the Instructing Party (or its relevant agent or representative) instructing the security trustee, nor the security trustee itself, is required to take into account the sharing of proceeds provision in the Group Intercreditor Deed when determining the manner of enforcement (and which security to enforce) and, if it is determined to enforce any direct security over shares (other than shares in VMIH and/or VMIL), the Instructing Party (or its relevant agent or representative, as the case may be) must in good faith believe that doing so will result in more aggregate proceeds resulting from enforcement of security

(disregarding the sharing of proceeds provisions in the Group Intercreditor Deed) than would be realized solely from enforcing direct security over shares in VMIH and/or VMIL alone.

Standstill Payments

Following an event of default under our Senior Credit Facility or any other Senior Finance Document all payments received by any Senior Finance Party to enter into any standstill agreement or other agreement to delay the taking of any enforcement action is required to be shared among all the Senior Finance Parties pro rata based on the aggregate outstanding principal amount and undrawn commitments with respect to the Senior Liabilities held by such Senior Finance Party.

No New Encumbrances

For so long as any Senior Liabilities are outstanding, no obligor is permitted to 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 Virgin Media group of companies (excluding limitations or exclusions in the collateral provided to any series pursuant to the terms of the Senior Finance Documents in respect of such series) and has taken all actions to perfect such encumbrances. To the extent that the foregoing is not complied with, any amounts received by any Senior Finance Party in contravention of the foregoing is required to be paid to the security trustee for the benefit of the Priority Creditors for application pursuant to and in accordance with " — General Application of Proceeds" below.

General Application of Proceeds

Subject to the rights of any preferential creditor and notwithstanding the terms of the security documents, the net proceeds of enforcement of the collateral will be paid to the security trustee for the benefit of the Priority Creditors pursuant to the terms of the Group Intercreditor Deed and will be applied by the security trustee (or any receiver on its behalf) in the following order of priority, in each case, until such amounts have been repaid and discharged in full:

FIRST, in or towards payment of a sum equivalent to the aggregate of any amounts payable to the security trustee under the Senior Finance Documents, to the security trustee;

SECOND, in or towards payment of any fees, expenses, costs or commissions payable to any Senior Finance Party under any Senior Finance Document;

THIRD, in or towards payment of a sum equivalent to the aggregate of the Senior Liabilities and our secured hedging liabilities, to the Second Beneficiaries respectively, which sum will (if insufficient to discharge the same in full) be paid to the Second Beneficiaries on a pro rata basis without any priority amongst themselves; and

FOURTH, in payment to the relevant obligor(s) or other person(s) entitled thereto.

To the extent that (i) the net proceeds of any enforcement of collateral and (ii) any other recoveries and/or proceeds from any obligor (other than in the case of sub-paragraph (ii), such other recoveries and/or proceeds from VM FinanceCo and VMIH) are to be applied in accordance with the foregoing, any such proceeds are required to be applied in accordance with the foregoing until all of the Senior Liabilities and our secured hedging liabilities have been discharged in full.

To the extent that a security interest has not been granted in favor of any series of Senior Liabilities incurred after October 30, 2009 or the Senior Finance Documents in respect of such series limit or exclude such security interest from the collateral securing such series of Senior Liabilities, such series of Senior Liabilities will not receive any net proceeds resulting from the enforcement of such security interests that was so limited or excluded. The foregoing does not apply to the extent security has been granted over a particular asset under one or more Senior Finance Documents which (A) security does not secure a particular series of Senior Liabilities or (B) the Senior Finance Documents in respect of a particular series of Senior Liabilities limit or exclude such security from the collateral securing such series of Senior Liabilities, but other security has been granted over that asset which does secure such series of Senior Liabilities and is not so limited or excluded from the collateral securing such series of Senior Liabilities.

Turnover

If any hedge counterparty, any creditor under intra-group debt or any obligor receives or recovers any payment in contravention of the terms of the Group Intercreditor Deed, it is required to hold such payment on trust and pay over such amounts to the security trustee for application in accordance with the order of application set forth above under " — General Application of Proceeds."

Purchase Option

If an event of default has occurred under our Senior Credit Facility or the Designated Refinancing Facilities Agreement and the security trustee or the Senior Lenders have begun any formal step to enforce any guarantee under any Senior Finance Document and/or security under any security document, the Additional Senior Finance Parties (which would include the holders of the Senior Secured Notes offered hereby) may, at the expense of such Additional Senior Finance Parties, purchase or procure the purchase of all (but not part) of the rights and obligations of the Senior Lenders in connection with the Senior Liabilities under the Senior Facilities Agreement or the Designated Refinancing Facilities Agreement upon 10 business days' prior written notice.

If any Additional Senior Finance Parties in respect of more than one series of Additional Senior Liabilities attempts to exercise this purchase option by procuring the service of the notice described above, such right will be shared on a pro rata basis among the series of Additional Senior Liabilities that have served such notice.

Any such purchase shall take effect on the following terms:

- payment in full in cash of an amount equal to the outstanding principal amount under our Senior Credit Facility (or any future Designated Refinancing Facilities Agreement) as at the date that amount is to be paid (including all accrued interest, fees and expenses, but not any prepayment fees, other than LIBOR/ EURIBOR break funding costs, if any);
- payment in full in cash of the amount which each Senior Lender certifies to be necessary to compensate it for any loss on account of funds borrowed, contracted for or utilized to fund any amount included in the Senior Liabilities, resulting from the receipt of that payment otherwise than on the last day of an interest period under our senior credit facility or the Designated Refinancing Facilities Agreement, in relation thereto;
- after the transfer, no Senior Lender (in their capacity as such) will be under any actual or contingent liability to any obligor or any other person under the Group Intercreditor Deed or any Senior Finance Document for which it is not holding cash collateral in an amount and established on terms reasonably satisfactory to it;
- an indemnity is provided from each of the purchasing Additional Senior Finance Parties (or from another third party acceptable to all the Senior Lenders) to the Senior Lenders in respect of all losses which may be sustained or incurred by any Senior Lender in consequence of any sum received or recovered by any Senior Lender from any Senior Finance Party or obligor, or any other person being required (or it being alleged that it is required) to be paid back by or clawed back from any Senior Lender for any reason whatsoever, provided that where it is demonstrated to the reasonable satisfaction of the Senior Lenders that those losses could not have been recovered in full by the relevant Senior Lender under the Senior Finance Documents, had that transfer not been made, that indemnity shall not extend to the shortfall; and
- the relevant transfer shall be without recourse to, or warranty from, the Senior Lenders, except that each Senior Lender shall be deemed to have given certain limited warranties on the date of that transfer.

Amendments

Save for certain technical amendments which may be made without reference to the Priority Creditors, the agent or representative acting for the Instructing Party may, from time to time, agree with VMIH to amend the Group Intercreditor Deed and any amendments so made will be binding on all the parties hereto, provided that any amendment which would:

- materially and adversely affect any rights of the Priority Creditors may not be made without the prior written consent of the Instructing Party, provided that in the case of any such amendments

which would affect the rights of a series of Senior Liabilities in a way that is material and adverse relative to one or more other series, the applicable consent of such affected series (as determined pursuant to the Senior Finance Documents in respect of such series) will also be required;

- impose or vary any obligation on the Priority Creditors may not be made without the prior written consent of the Instructing Party, provided that in the case of any such amendment which imposes or varies the obligations of a series of Senior Liabilities in a way that is material and adverse relative to one or more other series, the applicable consent of such affected series (as determined pursuant to the Senior Finance Documents in respect of such series) will also be required;
- have the effect of (i) changing the pari passu ranking of the secured hedging liabilities with the Senior Liabilities or the pro rata basis of payment to the Second Beneficiaries described under " — General Application of Proceeds," (ii) changing the amendments clause or (iii) the secured hedge counterparties ceasing to be Priority Creditors or the secured hedging liabilities ceasing to be secured obligations, in each case, may not be made without the prior written consent of each secured hedge counterparty adversely affected thereby; or
- adversely affect any right, or impose or vary any obligation, of any party hereto other than a Priority Creditor may not be made without the consent of that party.

Any amendment which relates to, or has the effect of, subordinating all or any portion of any series of Senior Liabilities to the other Senior Liabilities will only require the consent of the Instructing Party and the applicable consent of such series being subordinated (as determined pursuant to the Senior Finance Documents in respect of such series).

Governing Law

The Group Intercreditor Deed is governed by and is to be construed in accordance with English law.

Certain Definitions

For purposes of this section "Description of Intercreditor Deeds — Group Intercreditor Deed:"

"Additional Senior Finance Parties" means any Senior Finance Parties in respect of any Additional Senior Liabilities;

"Additional Senior Liabilities" means any Senior Liabilities which are not outstanding under our senior credit facility or the Designated Refinancing Facilities Agreement;

"Beneficiaries" 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) and the Second Beneficiaries;

"Designated Refinancing Facilities Agreement" means, upon the discharge of our senior credit facility in full, any Refinancing Facilities Agreement designated as such by VMIH. Only one agreement at a time may be a Designated Refinancing Facilities Agreement;

An "Enforcement Control Event" occurs when 60 consecutive business days have lapsed since both of the following have occurred at the same time: the aggregate outstanding principal amount and undrawn commitments under our senior credit facility (or, upon its discharge in full, the Designated Refinancing Facilities Agreement), (i) is less than £1.0 billion and (ii) represents less than 60% of the aggregate outstanding principal amount and undrawn commitments under all our Senior Liabilities, and both conditions under clauses (i) and (ii) continue to exist on such 60th business day;

"Priority Creditors" means the Senior Finance Parties and our secured hedge counterparties;

"Refinancing Facilities Agreement" is defined to include any agreement under which debt facilities are made available for the refinancing of the facilities made available under our senior secured facilities agreement or any Designated Refinancing Facilities Agreement and which is designated as such by VMIH, provided that the aggregate principal amount of such refinancing indebtedness does not exceed the aggregate principal amount under our senior credit facilities or any Designated Refinancing Facilities Agreement that it is refinancing plus any New Senior Liabilities;

"Second Beneficiaries" means the facility agent under our senior credit facility or any Designated Refinancing Agreement, any other authorized representatives of either any other series of Senior

Liabilities or the Senior Liabilities as a whole, the Senior Finance Parties and our secured hedge counterparties;

"Senior Finance Documents" means (i) the Relevant Finance Documents (as defined in our senior credit facility, or upon its discharge in full, equivalent expression 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 our senior credit facility or, upon its discharge in full, equivalent expression in the Designated Refinancing Facilities Agreement, and (ii) any other creditor or designated agent under any of the Senior Finance Documents; and

"Senior Lenders" means a bank or financial institution or other person which has become a party to the Group Intercreditor Deed as a Senior Lender, in accordance with the applicable provisions of the Group Intercreditor Deed and our senior credit facility or any Designated Refinancing Facilities Agreement.

High Yield Intercreditor Deed

The High Yield Intercreditor Deed governs the relationship of the various lenders under our Senior Credit Facility, holders of our Senior Secured Notes, lenders under the Senior Secured Bridge Facility (if any), certain related counterparties, the trustee of the indenture governing the Existing Senior Notes, VMIH, VMIL and the Senior Note Issuer. The High Yield Intercreditor Deed will also govern the relationship of the foregoing with the trustee under the indenture governing the Senior Notes offered hereby and the lenders under the Senior Bridge Facilities (if any). The High Yield Intercreditor Deed contains express provisions for the subordination of the senior subordinated guarantee of the Senior Notes by VMIH, VMIL and any intercompany loans made to VMIH and VMIL. We collectively refer to these obligations as subordinated obligations. The High Yield Intercreditor Deed also contains provisions allowing VMIH and VMIL to afford creditors with respect to specified other senior indebtedness who have acceded as parties to the High Yield Intercreditor Deed the benefits of the subordination arrangements afforded to the lenders under our Senior Credit Facility, holders of our Senior Secured Notes and lenders under the Senior Secured Bridge Facilities (if any) by the High Yield Intercreditor Deed.

Priorities

The High Yield Intercreditor Deed provides that the following liabilities rank and should be paid and discharged in the following order:

FIRST, the Senior Liabilities (as described below), High Yield Intercreditor Deed without any priority amongst themselves (but without prejudice to any alternative priorities in the Group Intercreditor Deed);

SECOND, the High Yield Guarantee Liabilities, pari passu with any other senior subordinated obligations of any High Yield Guarantor and without any priority amongst themselves; and

THIRD, the Subordinated Intra-group Liabilities.

Senior Liabilities and High Yield Guarantee Liabilities

For the purposes of the High Yield Intercreditor Deed, "Senior Liabilities" include all present and future obligations and liabilities of the obligors to the Senior Finance Parties under or in connection with the Senior Finance Documents including any New Senior Liabilities 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, which includes our secured hedging liabilities. The Senior Secured Notes offered hereby together with our obligations under our Senior Credit Facility, our Existing Senior Secured Notes and our related secured hedging liabilities will constitute Senior Liabilities for purposes of the High Yield Intercreditor Deed.

For the purposes of the High Yield Intercreditor Deed, "High Yield Guarantee Liabilities" include all present and future obligations and liabilities of any High Yield Guarantor to any High Yield Creditors pursuant to any High Yield Guarantee, which includes the senior subordinated guarantees provided by

VMIH and VMIL in respect of our Existing Senior Notes, the Senior Notes offered hereby and any Senior Bridge Facility, together with any related additional liabilities owed to any High Yield Creditor pursuant to any High Yield Guarantee in connection with the protection, preservation or enforcement of the rights of such High Yield Creditors under the indenture and other related documentation with respect thereto.

Payment Blockage

If there is a payment default under our Senior Liabilities or if there is an outstanding payment blockage notice, the High Yield Intercreditor Deed will restrict the ability of any High Yield Guarantor in respect of the High Yield Guarantee Liabilities or any Intra-group Debtor in respect of the Subordinated Intra-group Liabilities:

- to make payments on;
- to grant security for;
- to defease; or
- otherwise to provide financial support in relation to,

the High Yield Guarantee Liabilities or the Subordinated Intra-group Liabilities for so long as the Senior Liabilities remain outstanding. In the event of a payment default with respect to our Senior Liabilities, service of a payment blockage notice is not required to effect the restrictions described above.

A payment blockage notice may be served by the Instructing Group (as defined in the Senior Credit Facility) or representatives of Designated Indebtedness (if applicable) on, among others, the trustee of any High Yield Notes during the continuance of a non-payment event of default with respect to our Senior Liabilities. While a payment blockage is in effect, any High Yield Guarantor and any Intra-group Debtor will be prohibited from making any payment with respect to the High Yield Guarantee Liabilities or the Subordinated Intra-group Liabilities, as applicable.

However, a payment blockage notice is only permitted to be served on or before the date falling 45 days after the date on which notice of such event of default has been received by the agent or representative of the relevant series of Senior Liabilities. A payment blockage notice will remain outstanding, unless cancelled, until the earliest of:

- 179 days after the date of such payment blockage notice;
- the date on which the event of default under the Senior Liabilities is no longer continuing or is remedied or waived;
- cancellation of such payment blockage notice by the agent or representative of the relevant series of Senior Liabilities which initially served such notice;
- if any standstill period is in effect on the date of the service of such payment blockage notice, the date on which such existing standstill period expired; or
- the date on which the Senior Liabilities have been discharged in full.

Only one blockage notice is permitted to be served in respect of a particular event or circumstance, and only one blockage notice is permitted to be served in any consecutive 360-day period relating to an event of default under our Senior Liabilities which was existing at the time of such payment blockage notice, unless such event of default has been remedied and is no longer continuing for at least 180 days prior to the service of the proposed new payment blockage notice.

Standstill on Enforcement

The trustee under the indentures governing any of our High Yield Notes and the holders of such High Yield Notes may bring an action to enforce the obligations of VM FinanceCo thereunder and, subject to the circumstances described below, the obligations of the relevant High Yield Guarantor under the related High Yield Guarantee. Subject also to the circumstances described below, VM FinanceCo may also take action to enforce the obligations in respect of the Subordinated Intra-group Liabilities. Enforcement in respect of any High Yield Notes against VM FinanceCo is not restricted by the High Yield Intercreditor Deed. However, enforcement action may not be taken with respect to the Subordinated Intra-group Liabilities, and the High Yield Guarantees will not become due, unless:

- all of our Senior Liabilities have been discharged in full;

- an insolvency event has occurred in relation to the relevant obligor;
- any Senior Liabilities have been declared due and payable or due and payable on demand, or the lenders thereunder have taken any action to enforce any security interest or lien granted in connection with such obligations; or
- a default has occurred with respect to the relevant High Yield Guarantees, the agents or representatives of the Senior Liabilities have been notified of such default, a standstill period of 179 days has expired and at the end of such period the default is continuing, unremedied or unwaived.

Subordination on Insolvency

In the event of an insolvency of any Intra-group Debtor, any High Yield Guarantor or any member of the Virgin Media group which is a party to a secured hedging agreement, the High Yield Intercreditor Deed provides that all High Yield Guarantee Liabilities and Subordinated Intra-group Liabilities will be subordinated to the prior payment in full of all Senior Liabilities. In that event, the security trustee may make demands under, or enforce, the High Yield Guarantee Liabilities and Subordinated Intra-group Liabilities and any amounts so received in respect thereof shall be applied by the security trustee towards all Senior Liabilities obligations outstanding until such obligations have been paid in full.

Turnover and Application of Proceeds

In the event that, in contravention of the subordination terms described above, or at a time when payments are not permitted to be made:

- VM FinanceCo receives or recovers a payment or distribution, in cash or in-kind, relating to any Subordinated Intra-group Liabilities, or
- VM FinanceCo, the trustee under the indentures governing any High Yield Notes or any holder thereof receives or recovers a payment under any High Yield Guarantee,

such person will turn over such amount to the security trustee for application towards payment of the Senior Liabilities until the obligations under the Senior Liabilities are paid in full as described below under " — Priority of Payments."

Release of the High Yield Guarantees

The High Yield Intercreditor Deed provides for the automatic and unconditional release and discharge of High Yield Guarantees concurrently with any sales of all of the shares of any High Yield Guarantor or any of its direct or indirect holding companies or of all or substantially all of the assets of a High Yield Guarantor by the security trustee or an administrator appointed under the U.K. Insolvency Act of 1986. In order for the release to be effective:

- the proceeds of such sale must be in cash, or substantially in cash, and must be applied as described below under " — Priority of Payments;"
- the relevant High Yield Guarantor must be released from its obligations in respect of any other indebtedness of any member of the restricted group, except for our Senior Liabilities and claims by the trustee pursuant to the terms of any indenture governing the relevant High Yield Notes; and
- the sale must be made pursuant to either a public auction or a competitive bid process to obtain the best price reasonably obtainable given the then current condition (financial or otherwise), earnings, business, assets and prospects of the relevant High Yield Guarantor and its subsidiaries, the security trustee or administrator having consulted with an internationally recognized investment bank, including without limitation and to the extent appropriate a Senior Lender or a relationship bank of VM FinanceCo or its subsidiaries, or an internationally recognized accounting firm regarding the appropriate procedures for obtaining the best price for the shares or assets, considered the recommendations of that investment bank or accounting firm and used its reasonable efforts to cause the procedures recommended by that investment bank or accounting firm to be implemented in all material respects in relation to the sale and to permit holders of the relevant High Yield Notes to participate in the sale process as bidders.

The High Yield Intercreditor Deed provides that if, notwithstanding the reasonable efforts of the security trustee, the procedures referred to above are not implemented by the relevant court or other authority or any other third party required to act in connection with such sale, the security trustee will not be under any further obligation to cause such procedures to be implemented by such authority.

Priority of Payments

The postponement, subordination, blockage and prevention of payment of the High Yield Guarantees is not intended to and will not impair the obligation of the High Yield Guarantors to pay the holders of our High Yield Notes all amounts due and payable under such guarantees as and when they become due and payable in accordance with the terms of the High Yield Intercreditor Deed. The liabilities owed to the creditors of any High Yield Guarantor will be paid and discharged in the following order:

FIRST, towards any liabilities owed to the trustee under the indentures of the High Yield Notes in respect of any costs, charges or expenses incurred by or payable to it in its capacity as trustee under such indentures pari passu with the security trustee in respect of any costs, charges or expenses incurred by or payable to it in its capacity as security trustee;

SECOND, towards any fees, costs, commissions or expenses payable to any Senior Finance Parties in relation to Senior Liabilities;

THIRD, towards the discharge of any Senior Liabilities pari passu without any priority amongst themselves;

FOURTH, towards any liabilities owed to the holders of any of our High Yield Notes in respect of the related High Yield Guarantee; and

FIFTH, towards payment of any Subordinated Intra-group Liabilities owed to VM FinanceCo by any Intra-group Debtor.

Any additional amounts remaining after discharge of the above listed liabilities will be paid to the relevant obligor or any other person or persons entitled thereto.

Governing Law

The High Yield Intercreditor Deed is governed by and is to be construed in accordance with English Law.

Certain Definitions

For purposes of this section, "Description of Intercreditor Deeds — High Yield Intercreditor Deed:"

"High Yield Creditor" means each holder of our High Yield Notes from time to time.

"High Yield Guarantor" means VMIH and VMIL as providers of subordinated guarantees in respect of our existing High Yield Notes and any other direct or indirect subsidiary of VM FinanceCo which is a provider from time to time of any High Yield Guarantee in respect of any High Yield Notes.

"High Yield Guarantee" means any unsecured subordinated guarantee of any High Yield Notes provided by any High Yield Guarantor.

"High Yield Notes" means our Existing Senior Notes, the Senior Notes offered hereby, any Senior Bridge Facility and any other senior unsecured notes issued by VM FinanceCo and guaranteed by any High Yield Guarantor.

"Intra-group Debtor" means VMIH, VMIL and any other High Yield Guarantor from time to time.

"Subordinated Intra-group Liabilities" includes all present and future obligations constituted by indebtedness owed by any Intra-group Debtor to VM FinanceCo, together with any related additional liabilities owed to VM FinanceCo and together with all costs, charges and expenses incurred by VM FinanceCo in connection with the protection, preservation or enforcement of its rights in respect of such amount.

"New Senior Liabilities" means credit facilities or other financial accommodation provided by any Senior Finance Party under the Senior Finance Documents to VMIH which exceeds the total commitments as at April 13, 2004 under our historic senior credit facility dated as of April 13, 2004 (excluding, for the avoidance of doubt, any credit exposure of a lender thereunder, if any, in its capacity as

a hedge counterparty, if applicable). No consent by any creditor is required for the incurrence of such New Senior Liabilities provided such incurrence is permitted under the indenture governing our High Yield Notes.

"Refinancing Facilities Agreement" means any facilities agreement under which facilities are made available for the refinancing of the facilities made available under the Existing Credit Facility or any predecessor Refinancing Facilities Agreement and which is designated as such by VMIH provided that the incurrence of such refinancing indebtedness is permitted under the finance documents in respect of our High Yield Notes, for the avoidance of doubt, the agreement governing the Senior Credit Facility is expected to constitute "Refinancing Facilities Agreement."

"Senior Finance Documents" means the Finance Documents (as defined in our senior credit facility or any Refinancing Facilities Agreement), which shall include our secured hedging documents.

"Senior Finance Parties" means the Finance Parties (as defined in our senior credit facility or any Refinancing Facilities Agreement), which shall include our secured hedge counterparties.

DESCRIPTION OF OTHER DEBT

The following contains a summary of the material provisions of our material indebtedness. It does not purport to be complete and is subject to, and is qualified in its entirety by reference to, the underlying documents. The following summary is, unless indicated otherwise, presented as of the date hereof. Some of the terms used herein are defined in these agreements and not all such definitions have been included herein.

Financing Agreements of Virgin Media

In connection with the Transactions, certain financial institutions have entered into commitment letters pursuant to which they have committed to provide the Senior Credit Facility, the Senior Secured Bridge Facility and the Senior Bridge Facility (each as defined below). The terms of the Senior Credit Facility, the Senior Secured Bridge Facility and the Senior Bridge Facility are summarized below.

The Senior Credit Facility

Certain financial institutions (the "**Original SFA Lenders**") have committed to provide to VMIH and other Virgin Media entities, as borrowers (the "**Original SFA Borrowers**"), the Senior Credit Facility on the terms and conditions summarized below.

On or around the date of consummation of the Merger, the Original SFA Borrowers expect to enter into a new senior credit facility agreement with the Original SFA Lenders (the "**Senior Credit Facility**"), pursuant to which the Original SFA Lenders named therein will agree to provide the borrowers with (A) a £375,000,000 Term Loan A (the "**TLA**"); (B) a £600,000,000 Term Loan B (the "**Sterling Term Loan B**"); (C) a $2,755,000,000 Term Loan B (the "**Dollar Term Loan B**") (together with the TLA and the Sterling Term Loan B, the "**Term Loans**"); and (D) a £250,000,000 revolving credit facility (the "**Revolving Credit Facility**"). The lenders' commitment may be increased with the prior consent of lenders.

In addition to certain other customary conditions precedent, each of the Original SFA Lenders' commitment is subject to the condition that the existing facilities of the Credit Group (as defined below) are repaid from proceeds of the Senior Credit Facility.

Structure

The Term Loans are bullet repayment loans. The final maturity date of the Senior Credit Facility is the earliest of (i) in respect of the TLA and the Revolving Credit Facility the date falling on the sixth year anniversary of the date of the Senior Credit Facility Agreement; (ii) in respect of the Sterling Term Loan B and the Dollar Term Loan B, the date falling on the seventh year anniversary of the date of the Senior Credit Facility Agreement; and (iii) in each case, the date on which the Senior Credit Facility has been fully repaid and cancelled. The borrowers are permitted to make drawdowns under the Revolving Credit Facility for terms of, at the relevant borrower's election, one, two, three or six months or such other period up to 12 months as all the lenders having a revolving facility commitment may agree and ends on or before the final maturity date in respect of the Revolving Credit Facility. Drawdowns under the Revolving Credit Facility must be repaid at the end of the interest period for the relevant loan, and repaid amounts may be re-borrowed prior to the final maturity date.

Limitations on Use of Funds

All amounts borrowed under the Term Loans may be applied towards financing the repayment in full of existing debt of Virgin Media and its subsidiaries (the "**Credit Group**"), financing of any fees, costs and expenses payable in connection therewith and for general corporate purposes.

All amounts borrowed under the Revolving Credit Facility may be applied towards financing ongoing working capital requirements and the general corporate purposes.

Conditions to Borrowings

A drawdown under the Senior Credit Facility cannot be made until the Facility Agent has received certain customary conditions precedent documents and evidence, including certain representations and warranties specified in the Senior Credit Facility being true in all material respects. Drawdowns under the Revolving Credit Facility are subject to certain further conditions precedent on the date the drawdown is requested and on the drawdown date including the following: (i) no default is continuing or would occur as

a result of that drawdown and (ii) certain representations and warranties specified in the Senior Credit Facility are true in all material respects.

Interest Rates and Fees

The interest rate (i) in respect of the TLA for each interest period is equal to the aggregate of (x) the Margin (3.25% per annum), (y) LIBOR and (z) any mandatory cost (which is the cost of compliance with reserve asset, liquidity, cash margin, special deposit or other like requirements); (ii) in respect of the Sterling Term Loan B is for each interest period is equal to the aggregate of (x) the Margin (2.75% per annum), (y) LIBOR and (z) any mandatory cost; (iii) in respect of the Dollar Term Loan B is for each interest period is equal to the aggregate of (x) the Margin (3.50% per annum), (y) LIBOR) and (z) any mandatory cost; and (iv) in respect of the Revolving Credit Facilities is for each interest period is equal to the aggregate of (x) the Margin (3.25% per annum), (y) LIBOR (or if loans are denominated in euro, EURIBOR) and (z) any mandatory cost (which is the cost of compliance with reserve asset, liquidity, cash margin, special deposit or other like requirements). Sterling Term Loan B and Dollar Term Loan B are subject to a LIBOR floor of 0.75% per annum and are issued at a discount at 99.5.

Interest accrues daily from and including the first day of an interest period and is payable on the last day of each interest period (unless the interest period is longer than six months, in which case interest is payable on the last day of each six-month period) and is calculated on the basis of a 365-day year (in the case of amounts denominated in Sterling) or 360-day year (in the case of amounts denominated in any other currency).

With respect to any available but undrawn amounts under the Revolving Credit Facility, the borrowers must pay a commitment fee on such undrawn amounts at 40% of the Margin on the Revolving Credit Facility.

Guarantees and Security

The Senior Credit Facility requires that members of the Credit Group which generate not less than 80% of the EBITDA of the Credit Group (excluding the consolidated net income attributable to any joint venture) in any financial year guarantee the payment of all sums payable under the Senior Credit Facility and related finance documentation and such members are required to grant first-ranking security over all or substantially all of their assets to secure the payment of all sums payable under the Senior Credit Facility and related finance documentation.

Mandatory Prepayment

In addition to mandatory prepayments from disposal proceeds, not less than 30 business days following the occurrence of a change of control, if the Instructing Group so requires, the facility agent will cancel the lenders' commitments and declare the lenders' loans due and payable.

Under the debt commitment letter in respect of the Senior Credit Facility, if, following the completion of any Senior Secured Notes Change of Control Offer and/or Senior Notes Change of Control Offer, there remain any Excess Senior Secured Offering Proceeds or Excess Senior Offering Proceeds, and VM Secured Finance or VM FinanceCo, as applicable, determines in its sole discretion to apply such proceeds to the repayment of any indebtedness, VM Secured Finance or VM FinanceCo, as applicable, will be required to apply such proceeds to the repayment of Term Loans B under the Senior Credit Facility before applying such proceeds to redeem the Senior Secured Notes and/or the Senior Notes pursuant to the special redemption provisions set forth in the relevant indenture.

Automatic Cancellation

On the relevant final maturity date of a facility under the Senior Credit Facility, any available commitments in respect of such facility shall automatically be cancelled and the commitment of each lender in relation to such facility shall automatically be reduced to zero.

Financial Covenants

The Senior Credit Facility requires the Credit Group to maintain a senior net debt leverage ratio, tested as of the end of each 6 month period covering two quarterly accounting periods of no more than 4.25 to 1.00; and at total net debt leverage ratio, tested as of the end of each 6 month period covering two quarterly accounting periods of no more than 5.50 to 1.00.

Events of Default

The Senior Credit Facility contains certain customary events of default the occurrence of which, subject to certain exceptions and materiality qualifications, would allow the facility agent (on the instructions of the Instructing Group) to (i) cancel the total commitments, (ii) accelerate all outstanding loans and terminate their commitments thereunder and/or (iii) declare that all or part of the loans be payable on demand.

Representations and Warranties

The Senior Credit Facility contains certain representations and warranties usual for facilities of this type, which are subject to exceptions and appropriate materiality qualifications.

Undertakings

The Senior Credit Facility restricts the ability of the members of the Credit Group to, among other things, incur or guarantee certain financial indebtedness; make certain disposals and acquisitions or create certain security interest over its assets, subject to carve-outs to these limitations.

The Senior Credit Facility also requires us to observe certain affirmative undertakings, which are subject to materiality and other customary and agreed exceptions. These affirmative undertakings, include, but are not limited to, undertakings related to (i) obtaining and maintaining all necessary consents and authorizations; (ii) compliance with applicable laws; (iii) compliance with environment laws/approvals and notification of potential environmental claims; (iv) ensuring that any necessary authorization is not likely to be challenged, revoked or suspended so as to cause a material adverse effect; (v) maintenance of licenses and other authorizations; (vi) pari passu ranking of all payment obligations under the Senior Credit Facility documentation with other unsecured unsubordinated payment obligations; (vii) the maintenance of insurance; (viii) compliance with laws and contracts relating to pension schemes and its maintenance; (ix) the Facility Agent/security trustee/accountants/other professional advisers to have access to investigate reasonably suspected defaults; (x) maintenance and protection of intellectual property rights; (xi) no amendments to constitutional documents that may materially adversely affect the share pledges, and (xii) not changing the nature of its business.

Certain Definitions

"Instructing Group" means: (a) at any time, Lenders (as defined therein) the aggregate of whose Available Commitment (as defined therein) and participations in outstanding Advances (as defined therein) exceeds 50% of the aggregate undrawn Total Commitments (as defined therein) and the outstanding Advances (as defined therein); and (b) notwithstanding the foregoing, for the purposes of the definition of Instructing Group in the Group Intercreditor Agreement (as defined therein), the Senior Finance Parties (as defined therein) representing a majority of the aggregate outstanding principal amount and undrawn uncancelled commitments under the Senior Finance Documents (as defined therein) at the relevant date of determination.

The Senior Secured Bridge Facility

Certain financial institutions (the "**Original Senior Secured Bridge Lenders**") have committed to provide to the Senior Secured Notes Issuer, as the borrower, the Senior Secured Bridge Facility on the terms and conditions summarized below.

On or around the date of consummation of the Merger, the Senior Secured Notes Issuer expects to enter into a new senior secured bridge facility agreement with the Original Senior Secured Bridge Lenders (the "**Senior Secured Bridge Facility**"), pursuant to which the Original Senior Secured Bridge Lenders will agree to provide the Senior Secured Notes Issuer with senior secured bridge loans for purposes of financing the Senior Secured Notes Change of Control Offer.

In addition to customary conditions precedent within the control of the Senior Secured Notes Issuer, commitment is subject to the following conditions: (i) VMIH certifying that all applicable conditions precedent to the consummation of the Merger pursuant to the Merger Agreement have been satisfied, and (ii) it not being unlawful in any applicable jurisdiction for that Original Senior Secured Bridge Lender to perform any of its obligations under the Senior Secured Bridge Facility.

Structure

The initial maturity date of the Senior Secured Bridge Facility is one year from the first utilization date.

On the initial maturity date, any outstanding senior secured bridge loans will be automatically converted into senior secured term loans that will mature 4 years from the date of conversion. On or after the conversion date, the lenders may exchange all or a portion of its term loans for exchange notes, subject to certain conditions, on substantially the same terms as the Senior Secured Notes.

Limitations on Use of Funds

All amounts borrowed under the Senior Secured Bridge Facility will be used to repay all or a portion of any 2018 Notes on the 2021 Notes tendered into any Senior Secured Notes Change of Control Offer, the related change of control premium and related fees and expenses.

Interest Rates and Fees

The interest rate in respect of the Senior Secured Bridge Facility for each interest period is equal to the aggregate of (x) a given margin, (y) LIBOR and (z) any mandatory cost (which is the cost of compliance with reserve asset, liquidity, cash margin, special deposit or other like requirements). The interest rates in respect of the senior secured bridge loans will increase over time, subject to caps.

Interest will accrue daily from and including the first day of an interest period and is payable on the last day of each interest period and is calculated on the basis of a 360-day year.

Guarantees and Security

If any loans are drawn and outstanding under the Senior Secured Bridge Facility, it requires that members of the Credit Group which generate not less than 80% of the EBITDA of the Credit Group (excluding the consolidated net income attributable to any joint venture) in any financial year guarantee the payment of all sums payable under the Senior Secured Bridge Facility and related finance documentation and such members are required to grant first-ranking security over all or substantially all of their assets to secure the payment of all sums payable under the Senior Secured Bridge Facility and related finance documentation.

Mandatory Prepayment

In addition to mandatory prepayments from the proceeds of certain disposals and the incurrence of certain indebtedness, within a specified period of time after the occurrence of a change of control, if the Majority Lenders thereunder so require, the facility agent will cancel the lenders' commitments and declare the lenders' loans due and payable.

Financial Covenants and Representations and Warranties

The financial covenants, representations and warranties under the Senior Secured Bridge Facility shall be substantively the same as those under the Senior Credit Facility described above.

Undertakings and Events of Default

The undertakings and events of default in respect of bridge loans under the Senior Secured Bridge Facility shall be substantively the same as those under the Senior Credit Facility described above.

After the initial maturity date (being one year from the initial utilization), the undertakings and events of default will be replaced with undertakings and events of default on the same terms as those applicable to the Senior Secured Notes.

The Senior Bridge Facility

Certain financial institutions (the "**Original Senior Bridge Lenders**") have committed to provide to VM FinanceCo, as the borrower, the Senior Bridge Facility on the terms and conditions summarized below.

On or around the date of consummation of the Merger, the Senior Notes Issuer expects to enter into a new senior credit facility agreement with the Senior Bridge Lenders (the "**Senior Bridge Facility**"),

pursuant to which the lenders named therein will agree to provide the Senior Notes Issuer with senior bridge loans for purposes of financing the Senior Notes Change of Control Offer.

In addition to customary conditions precedent within the control of the Senior Notes Issuer, each of the Original Senior Bridge Lenders' commitment is subject to the following conditions: (i) VMIH certifying that all applicable conditions precedent to the consummation of the Merger pursuant to the Merger Agreement have been satisfied, and (ii) it not being unlawful in any applicable jurisdiction for that Original Senior Bridge Lender to perform any of its obligations under the Senior Bridge Facility.

Structure

The initial maturity date of the Senior Secured Bridge Facility is one year from the first utilization date.

On the initial maturity date, any outstanding senior secured bridge loans will be automatically converted into senior secured term loans that will mature 4 years from the date of conversion. On or after the conversion date, the lenders may exchange all or a portion of its term loans for exchange notes, subject to certain conditions, being on substantially the same terms as the Senior Notes.

Limitations on Use of Funds

All amounts borrowed under the Senior Bridge Facility will be used to repay all or a portion of any 2019 Notes tendered into any Senior Notes Change of Control Offer, the related change of control premium and related fees and expenses.

Interest Rates and Fees

The interest rate in respect of the Senior Bridge Facility for each interest period is initially equal to the aggregate of (x) a given margin, (y) LIBOR and (z) any mandatory cost (which is the cost of compliance with reserve asset, liquidity, cash margin, special deposit or other like requirements). The interest rates in respect of the senior bridge loans will increase over time, subject to caps.

Interest will accrue daily from and including the first day of an interest period and is payable on the last day of each interest period and is calculated on the basis of a 360-day year.

Guarantees

The Senior Bridge Facility will be unsecured and will be guaranteed by the same guarantors as the Senior Credit Facility.

Mandatory Prepayment

In addition to mandatory prepayments from the proceeds of certain disposals and the incurrence of certain indebtedness within a specified period of time after the occurrence of a change of control and if the Majority Lenders thereunder so require, the HY Facility Agent will cancel the lenders' commitments and declare the lenders' loans due and payable.

Financial Covenants

The Senior Bridge Facility will not contain any financial covenants.

Representations and Warranties, Undertakings and Events of Default

The representations and warranties, undertakings and events of default under the Senior Bridge Facility shall be substantively the same as those under the Senior Credit Facility described above.

After the initial maturity date (being one year from the initial utilization), the undertakings and events of default will be replaced with undertakings and events of default on the same terms as those applicable to the Senior Notes.

Existing Senior Unsecured Notes

In November 2009, VM FinanceCo issued U.S. dollar denominated 8.375% Senior Notes due 2019 with an aggregate principal amount outstanding of $600 million (the "**2019 Dollar Notes**") and sterling denominated 8.875% Senior Notes due 2019 with an aggregate principal amount outstanding of

£350 million (the "**2019 Sterling Notes**" and together with the 2019 Dollar Notes, the "**2019 Notes**"). Interest on the 2019 Notes is payable on April 15 and October 15 of each year. The 2019 Notes are unsecured senior obligations of VM FinanceCo and rank pari passu with VM FinanceCo's outstanding senior notes due 2016. The 2019 Notes mature on October 15, 2019 and are guaranteed on a senior basis by Virgin Media Inc., Virgin Media Group LLC, Virgin Media Holdings Inc., Virgin Media (UK) Group, Inc. and Virgin Media Communications Limited and on a senior subordinated basis by VMIH and Virgin Media Investments Limited.

In March 2012, VM FinanceCo issued U.S. dollar denominated 5.25% Senior Notes due 2022 with an aggregate principal amount outstanding of $500 million (the "**5.25% 2022 Dollar Senior Notes**"). Interest on the 5.25% 2022 Dollar Senior Notes is payable on February 15 and August 15 of each year. The 5.25% 2022 Dollar Senior Notes are unsecured senior obligations of VM Secured Finance and rank pari passu with VM Secured Finance's outstanding senior notes due 2016 and 2019 Notes. The 5.25% 2022 Dollar Senior Notes mature on February 15, 2022 and are guaranteed on a senior basis by Virgin Media Inc., Virgin Media Group LLC, Virgin Media Holdings Inc., Virgin Media (UK) Group, Inc. and Virgin Media Communications Limited and on a senior subordinated basis by VMIH and VMIL.

In October 2012, VM FinanceCo issued U.S. dollar denominated 4.875% senior notes due 2022 with an aggregate principal amount outstanding of $900 million (the "**4.875% 2022 Dollar Senior Notes**") and sterling denominated 5.125% senior notes due 2022 with an aggregate principal amount outstanding of £400 million (the "**2022 Sterling Senior Notes**"). Interest on the 4.875% 2022 Dollar Senior Notes and the 2022 Sterling Senior Notes is payable on February 15 and August 15 of each year. The 4.875% 2022 Dollar Senior Notes and the 2022 Sterling Senior Notes are unsecured senior obligations of VM FinanceCo and rank pari passu with VM FinanceCo's 2019 Notes and 5.25% 2022 Dollar Senior Notes. The 4.875% 2022 Dollar Senior Notes and the 2022 Sterling Senior Notes mature on February 15, 2022 and are guaranteed on a senior basis by Virgin Media Inc., Virgin Media Group LLC, Virgin Media Holdings Inc., Virgin Media (UK) Group, Inc. and Virgin Media Communications Limited and on a senior subordinated basis by VMIH and VMIL.

The covenants in the existing senior notes contain substantially similar obligations and restrictions on the activities of the issuer and certain of its affiliates and contain similar covenants to those contained in the notes offered hereby and described under "*Description of the Senior Notes*."

On February 6, 2013, VM FinanceCo commenced Consent Solicitations in respect of the 2019 Notes, as further described in "*The Transactions—The consent solicitations in respect of certain existing notes*."

Existing Senior Secured Notes

On January 19, 2010, our wholly owned subsidiary Virgin Media Secured Finance PLC issued U.S. dollar denominated 6.50% senior secured notes due 2018 with an aggregate principal amount outstanding of $1.0 billion (the "**2018 Dollar Notes**") and sterling denominated 7.00% senior secured notes due 2018 with an aggregate principal amount outstanding of £875 million (the "**2018 Sterling Notes**" and together with the 2018 Dollar Notes, the "**2018 Notes**"). Interest is payable on the 2018 Notes on June 15 and December 15 each year, beginning on June 15, 2010.

On March 3, 2011, Virgin Media Secured Finance PLC issued U.S. dollar denominated 5.25% senior secured notes due 2021 with an aggregate principal amount outstanding of $500 million (the "**2021 Dollar Notes**") and sterling denominated 5.50% senior secured notes due 2021 with an aggregate principal amount outstanding of £650 million (the "**2021 Sterling Notes**" and together with the 2021 Dollar Notes, the "**2021 Notes**"). Interest is payable on the 2021 Notes on January 15 and July 15 each year, beginning on July 15, 2011.

The 2018 Notes and the 2021 Notes rank *pari passu* with and, subject to certain exceptions, share in the same guarantees and security which has been granted in favor of our senior credit facility.

The covenants in the existing senior secured notes contain substantially similar obligations and restrictions on the activities of the issuer and certain of its affiliates and contain similar covenants to those contained in the notes offered hereby and described under "*Description of the Senior Secured Notes.*"

On February 6, 2013, VM Secured Finance commenced a Consent Solicitation in respect of the 2018 Notes and the 2021 Notes, as further described in "*The Transactions—The consent solicitations in respect of certain existing notes.*"

Convertible Senior Notes

In April 2008, Virgin Media issued U.S. denominated 6.50% convertible senior notes due 2016 with an aggregate principal amount outstanding of $1.0 billion. The convertible senior notes are unsecured senior obligations of Virgin Media and, consequently, are subordinated to our obligations under our senior credit facility and rank equally with Virgin Media's guarantees of the senior notes. The convertible senior notes bear interest at an annual rate of 6.50% payable semi-annually on May 15 and November 15 of each year, beginning November 15, 2008. The convertible senior notes mature on November 15, 2016 and may not be redeemed by us prior to the maturity date. Upon conversion, we may elect to settle in cash, shares of common stock or a combination of cash and shares of our common stock. Our current report on Form 8-K, as filed with the SEC on April 16, 2008, contains a more detailed description of the terms of our convertible senior notes.

Holders of convertible senior notes may tender their notes for conversion at any time on or after August 15, 2016 through to the second scheduled trading date preceding the maturity date. Prior to August 15, 2016, holders may convert their notes, at their option, only under the following circumstances: (i) in any quarter, if the closing sale price of Virgin Media's common stock during at least 20 of the last 30 trading days of the prior quarter was more than 120% of the applicable conversion price per share of common stock on the last day of such prior quarter; (ii) if, for five consecutive trading days, the trading price per $1,000 principal amount of notes was less than 98% of the product of the closing price of our common stock and the then applicable conversion rate; (iii) if a specified corporate event occurs, such as a merger, recapitalization, reclassification, binding share exchange or conveyance of all, or substantially all, of Virgin Media's assets; (iv) the declaration by Virgin Media of the distribution of certain rights, warrants, assets or debt securities to all, or substantially all, holders of Virgin Media's common stock; or (v) if Virgin Media undergoes a fundamental change (as defined in the indenture governing the convertible senior notes), such as a change in control, merger, consolidation, dissolution or delisting.

The initial conversion rate of the convertible senior notes represents an initial conversion price of approximately $19.22 per share of common stock. The conversion rate is subject to adjustment for stock splits, stock dividends or distributions, the issuance of certain rights or warrants, certain cash dividends or distributions or stock repurchases where the price exceeds market values. In the event of specified fundamental changes relating to Virgin Media, referred to as "make whole" fundamental changes, the conversion rate will be increased as provided by a formula set forth in the indenture governing the convertible senior notes.

Holders may also require us to repurchase the convertible senior notes for cash in the event of a fundamental change (as defined in the indenture governing the convertible senior notes), such as a change in control, merger, consolidation, dissolution or delisting (including involuntary delisting for failure to continue to comply with the NASDAQ listing criteria), for a purchase price equal to 100% of the principal amount, plus accrued but unpaid interest to the purchase date.

If the trading price of our common stock exceeds 120% of the conversion price of the convertible notes for 20 out of the last 30 trading days of a calendar quarter, holders of the convertible notes may elect to convert their convertible notes during the following quarter. If conversions of this nature occur, we may deliver cash, common stock, or a combination of both, at our election, to settle our obligations. We have classified this debt as long- term debt in the consolidated balance sheet as of December 31, 2011 because we determined, in accordance with the Derivatives and Hedging Topic of the FASB ASC, that we have the ability to settle the obligations in equity in all circumstances, except in the case of a fundamental change (as defined in the indenture governing the convertible senior notes). This condition must be fulfilled on 20 of the last 30 trading days of each calendar quarter. If the condition is not met during that time period, the notes will not be convertible in the following quarter.

DESCRIPTION OF THE SENIOR SECURED NOTES

Lynx I Corp. ("Newco") will issue the Notes (as defined below) under the Indenture (the "Indenture"), to be dated as of the Issue Date, between, among others, Newco, The Bank of New York Mellon, acting through its London Branch, as trustee (the "Trustee") and Deutsche Bank AG, London Branch, as security trustee (the "Security Trustee"). You will find the definitions of capitalized terms used in this description under the heading "— *Certain Definitions*".

The proceeds of the offering of the Notes sold on the Issue Date, when released from escrow as described below, together with (A) the proceeds of the Senior Notes issued on the Issue Date by Lynx II Corp., as the issuer of Senior Notes; (B) the proceeds expected to be borrowed by Virgin Media Investments Holding Limited (the "Company") under the Senior Credit Facility; (C) any proceeds that may be borrowed by the Company or Virgin Media Secured Finance PLC ("VM Secured Finance") under the Senior Secured Bridge Facility; and (D) any proceeds that may be borrowed by Virgin Media Finance PLC ("VM FinanceCo") under the Senior Bridge Facility, to:

(i) pay a portion of the cash consideration to be paid to shareholders of Virgin Media in connection with the merger of Virgin Media and a subsidiary of LGI pursuant to the Merger Agreement dated as of February 4, 2013 among LGI, the subsidiaries of LGI party thereto and Virgin Media (as amended, waived or otherwise modified from time to time in accordance with the terms of the Senior Secured Notes Escrow Agreement and the Indenture, the "Merger Agreement") through a series of transactions including, without limitation, mergers and capital contributions involving Virgin Media and one or more direct or indirect subsidiaries of LGI (the "Merger");

(ii) to finance the purchase of any Existing Senior Notes tendered by a holder of such notes under any Repurchase Offer (as defined in the Existing Senior Notes Indentures) required to be made by VM FinanceCo in respect of any series of Existing Senior Notes in connection with the Merger (each, a "Senior Notes Change of Control Offer");

(iii) to finance the purchase of any Existing Senior Secured Notes tendered by a holder of such notes under any Repurchase Offer (as defined in the Existing Senior Secured Notes Indentures) required to be made by VM Secured Finance in respect of any series of Existing Senior Secured Notes in connection with the Merger (each, a "Senior Secured Notes Change of Control Offer");

(iv) to prepay all amounts due and outstanding under the Existing Credit Facility;

(v) to pay certain costs and expenses as set forth in this offering memorandum under the caption "*Use of Proceeds*"; and

(vi) for general corporate purposes.

Pending consummation of the Merger, the Initial Purchasers will deposit the net proceeds (other than certain fees payable to the initial purchasers of the Notes) of this offering of the Notes into a senior secured notes escrow account (the "Senior Secured Notes Escrow Account") pursuant to the terms of a senior secured notes escrow and security agreement (the "Senior Secured Notes Escrow Agreement") between the Trustee and The Bank of New York Mellon, acting through its London Branch, as escrow agent (the "Escrow Agent"). The Senior Secured Notes Escrow Agreement, including the conditions to the release of the Senior Secured Notes Escrowed Property (as defined below), is more fully described below under "*General — Senior Secured Notes Escrow of Proceeds; Special Mandatory Redemption; Special Optional Redemption — Senior Secured Notes Escrow of Proceeds*". In the event the Merger is not consummated on or before February 4, 2014 (the "Longstop Date") (or upon the occurrence of certain other events), the Notes will be redeemed at the applicable Special Mandatory Redemption Price (as defined below) plus accrued and unpaid interest and Additional Amounts (as defined below), if any, from the Issue Date. See "— *Special Mandatory Redemption*".

Upon consummation of the Merger on or prior to the Longstop Date and the satisfaction of the conditions described below under "*General — Senior Secured Notes Escrow of Proceeds; Special Mandatory Redemption; Special Optional Redemption — Senior Secured Notes Escrow of Proceeds*", the Ultimate Parent will effect, and cause its direct and indirect Subsidiaries to effect, the Debt Pushdown (as defined below). Upon consummation of the Debt Pushdown (as defined below), VM Secured Finance will succeed to, and be substituted for, and may exercise every right and power of, Newco under the Indenture, and upon such substitution, Newco will be released from its obligations under the Indenture and the Notes.

The term "Debt Pushdown" means, collectively, the following transactions, among others:

(1) the consummation of the Merger;

(2) the transfer of the Capital Stock of Newco through one or more intermediary steps to VM Secured Finance, as a result of which Newco will become a direct Subsidiary of VM Secured Finance;

(3) the transfer of the Capital Stock of Lynx II Corp. through one or more intermediary steps to VM FinanceCo, as a result of which Lynx II Corp. will become a direct Subsidiary of VM FinanceCo;

(4) the assumption by VM Secured Finance of all of Newco's obligations under the Notes and the Indenture pursuant to a supplemental indenture, accession agreement or other similar agreement (the "Accession Agreement") and the assignment by Newco of the proceeds of the Notes to VM Secured Finance;

(5) the assumption by VM FinanceCo of all of Lynx II Corp.'s obligations under the Senior Notes and the Indenture governing the Senior Notes pursuant to a supplemental indenture, accession agreement or other similar agreement and the assignment by Lynx II Corp. of the proceeds of the Senior Notes to VM FinanceCo;

(6) the guarantee by each Guarantor of the Issuer's obligations under the Notes and the Indenture pursuant to a supplemental indenture to the Indenture as described below under the caption "*— Ranking of the Notes, Note Guarantees and Security upon Completion of the Debt Pushdown — Guarantees*";

(7) the execution and delivery of an accession agreement to the Group Intercreditor Deed by each of the Trustee and the Facility Agent (as defined therein); and

(8) the execution and delivery of an accession agreement to the High Yield Intercreditor Deed by each of the Trustee and the Senior Agent (as defined therein).

The date of the consummation of the Debt Pushdown is referred to herein as the "Debt Pushdown Date".

For purposes of this description, prior to the Debt Pushdown Date, references to the "Issuer", "we", "our" and "us" refer only to Newco. After the Debt Pushdown Date, references to the "Issuer" refer only to VM Secured Finance, and not to any of its Subsidiaries, and references to the "Company" "we", "our" and "us" refer only to Virgin Media Investment Holdings Limited, which will guarantee the Notes on a senior basis, and not to any of its Subsidiaries.

Prior to the Debt Pushdown Date, Newco will be prohibited from engaging in any business activity or any other activity, other than certain activities related to the Indenture, the Notes, the Merger and related transactions. See *"— Certain Covenants — Limitation on Activities of Newco Prior to the Debt Pushdown*". Prior to the Debt Pushdown Date, neither the Company nor any of the Restricted Subsidiaries will be subject to the covenants described in this Description of the Senior Secured Notes. The release of the proceeds of the offering of the Notes from the Senior Secured Notes Escrow Account will be subject to certain conditions. See "*General — Senior Secured Notes Escrow of Proceeds; Special Mandatory Redemption; Special Optional Redemption — Senior Secured Notes Escrow of Proceeds*". The Company and the Restricted Subsidiaries will not be subject to the restrictive covenants contained in the Indenture prior to the Debt Pushdown Date and, as such, we cannot assure you that, prior to the Debt Pushdown Date, the Company and the Restricted Subsidiaries will not engage in activities that would otherwise have been prohibited by the Indenture had those covenants been applicable to the Company and the Restricted Subsidiaries after the Issue Date and prior to the Debt Pushdown Date.

The Indenture is unlimited in aggregate principal amount, but the aggregate principal amount of Notes issued in this offering is limited to £ million senior secured notes (the "Sterling Notes") and $ million senior secured notes (the "Dollar Notes" and, together with the Sterling Notes, the "Notes"). The Issuer may issue an unlimited amount of additional notes having identical terms and conditions to the Notes under the Indenture (the "Additional Notes"). The Issuer will only be permitted to issue such Additional Notes if, at the time of such issuance, it is in compliance with the covenants contained in the Indenture. Any Additional Notes will be part of the same issue as the Notes we are currently offering and will vote on all matters with the holders of the Notes. Unless expressly stated otherwise, in this Description of the Senior Secured Notes, when we refer to the Notes, the reference includes the Notes issued on the Issue Date and any Additional Notes.

Except as otherwise stated herein, the Notes will be treated as a single class of Notes under the Indenture, including with respect to waivers and amendments. As a result, among other things, holders of each series of Notes will not have separate and independent rights to give notice of a Default or to direct the Trustee to exercise remedies in the event of a Default with respect to the Notes or otherwise.

The Issuer will apply to list the Notes on the Official List of the Luxembourg Stock Exchange and to trade on the Euro MTF of the Luxembourg Stock Exchange (the "Euro MTF").

This Description of the Senior Secured Notes is intended to be a useful overview of the material provisions of the Notes, the Indenture and the Security Documents. As this Description of the Senior Secured Notes is only a summary, you should refer to the Indenture and the Security Documents for a complete description of the obligations of the Issuer and your rights. Copies of the Indenture and the Security Documents are available as set forth under "*Listing and General Information*".

General

The Notes

The Notes will mature on April 15, 2021 and, prior to the Debt Pushdown Date, will be secured on a first-priority basis by the Newco Share Pledge (as defined below) and on a first-priority basis by the Senior Secured Notes Escrow Agreement. See "*— Ranking of the Notes and Security Prior to the Debt Pushdown*". Following the Debt Pushdown Date, the Notes will initially be guaranteed by the Guarantors and secured by the assets and security interests described below under "*— Ranking of the Notes, Note Guarantees and Security upon Completion of the Debt Pushdown*".

The Issuer will issue the Sterling Notes in minimum denominations of £100,000 and integral multiples of £1,000 in excess thereof and the Dollar Notes in minimum denominations of $200,000 and integral multiples of $1,000 in excess thereof.

Interest

Interest on the Sterling Notes will accrue at the rate of % *per annum* and interest on the Dollar Notes will accrue at the rate of % *per annum* and, in each case, will be payable in the currency in which such Notes are denominated semi-annually in arrears on April 15 and October 15, commencing on October 15, 2013. Interest on the Notes will accrue from the date of original issuance. The Issuer will make each interest payment to the holders of record of the Notes on the immediately preceding and . Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Payments on the Notes

Principal, premium, if any, interest, and Additional Amounts (as defined below), if any, on the Global Notes will be payable, and the Global Notes may be exchanged or transferred, at the corporate trust office or agency of the Trustee in London, England except that, at the option of the Issuer, payment of interest may be made by check mailed to the address of the holders of the Notes as such address appears in the Note register. Payments on the Sterling Global Notes will be made to the common depositary as the registered holder of the Sterling Global Notes and payments on the Dollar Global Notes will be made to Cede & Co. as the registered holder of the Dollar Global Notes.

The Issuer will pay interest on the Notes to Persons who are registered holders at the close of business on the record date immediately preceding the interest payment date for such interest. Such holders must surrender their Notes to a Paying Agent to collect principal payments.

Paying Agent and Registrar

The Issuer will maintain one or more paying agents (each, a "Paying Agent") for the Notes in each of (i) the City of London (the "Principal Paying Agent") and (ii) the Borough of Manhattan, City of New York. The Bank of New York Mellon, acting through its London Branch, will initially act as Paying Agent in London and The Bank of New York Mellon will initially act as Paying Agent in New York.

The Issuer will also maintain one or more registrars (each, a "Registrar") for so long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted for trading on the Euro MTF Market and the rules of the Luxembourg Stock Exchange so require. The Issuer will also maintain a transfer agent. The initial Registrar will be The Bank of New York Mellon (Luxembourg) S.A.. The initial

transfer agent will be The Bank of New York Mellon, acting through its London Branch. The Registrar and the transfer agent will maintain a register on behalf of the Issuer for so long as the Notes remain outstanding reflecting ownership of Definitive Registered Notes (as defined elsewhere in this Offering Memorandum) outstanding from time to time and will make payments on and facilitate transfer of Definitive Registered Notes on behalf of the Issuer. In the event that the Notes are no longer listed, the Issuer or its agent will maintain a register reflecting ownership of the Notes.

The Issuer may change a Paying Agent, Registrar or transfer agent for the Notes without prior notice to the holders of Notes, and the Issuer may act as Paying Agent, Registrar or transfer agent for the Notes. In the event that a Paying Agent, Registrar or transfer agent is replaced, the Issuer will provide notice thereof in accordance with the procedures described under "— *Notices*".

In addition, the Issuer undertakes that it will ensure that it maintains a Paying Agent in a Member State of the European Union that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the European Council of Economics and Finance Ministers ("ECOFIN") meeting of November 26-27, 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive.

Senior Secured Notes Escrow of Proceeds; Special Mandatory Redemption; Special Optional Redemption

Senior Secured Notes Escrow of Proceeds

Concurrently with the closing of the offering of the Notes on the Issue Date, the Issuer will enter into the Senior Secured Notes Escrow Agreement with the Trustee and the Escrow Agent, pursuant to which the Initial Purchasers will deposit with the Escrow Agent an amount equal to the net proceeds (other than certain fees payable to the initial purchasers of the Notes) of the offering of the Notes sold on the Issue Date. Prior to the release of such proceeds from the Senior Secured Notes Escrow Account, such funds will be invested in certain permitted investments including in cash and/or any highly-rated stable net asset value money market fund. The initial funds deposited in the Senior Secured Notes Escrow Account, and all other funds, securities, interest, dividends, distributions and other property and payments credited to the Senior Secured Notes Escrow Account, are referred to as the "Senior Secured Notes Escrowed Property".

Upon the satisfaction of the conditions described below, a portion of, or all of, the Senior Secured Notes Escrowed Property may be released (the "Initial Release") to or for the account of VM Secured Finance. In order to cause the Escrow Agent to effect the Initial Release, the Escrow Agent shall have received from the Issuer, on or prior to the date of such Initial Release (the "Initial Release Date") which must occur on the Merger Date or on a date that is no later than 30 Business Days following the Merger Date, an Officer's Certificate to the effect that:

(1) (a) the Merger will be consummated, on or prior to the Initial Release of the Senior Secured Notes Escrowed Property, on substantially the same terms as described in the Offering Memorandum under the heading "*Summary — The Transactions*" and in accordance with the terms of the Merger Agreement and (b) no provision of the Merger Agreement shall have been amended or waived in any manner which would be materially adverse to the holders of the Notes without the consent of the holders of a majority in principal amount of the Notes outstanding;

(2) on or prior to the Initial Release Date: (i) an irrevocable notice for each Senior Secured Notes Change of Control Offer has been given under the applicable Existing Senior Secured Notes Indenture; (ii) an irrevocable notice for each Senior Notes Change of Control Offer has been given under the applicable Existing Senior Notes Indenture; (iii) each of the Bridge Facility Agreements has been executed and delivered by VM FinanceCo (in the case of the Senior Bridge Facility), and VM Secured Finance (in the case of the Senior Secured Bridge Facility) and the other borrowers and guarantors thereunder, and remain in full force and effect; (iv) the Existing Credit Facility has been repaid, or will be repaid, in full pursuant to its terms; and (v) the Senior Credit Facility has been executed, remains in full force and effect and available for drawdown; and

(3) no Default or Event of Default has occurred and is continuing with respect to any matter set forth in clauses (1) or (2) of the definition of Event of Default or with respect to the covenant described under the caption "— *Certain Covenants — Limitation on Activities of Newco Prior to the Debt Pushdown*".

If the Debt Pushdown has not or will not occur on the Initial Release Date, the amount of the Initial Release shall not be greater than the amount required to fund (A) a portion of the cash consideration payable in the Merger plus (B) certain fees and expenses incurred in connection with the Merger and the offering of the Notes; *provided that* after the Initial Release, an amount which together with the amount of remaining proceeds of the Senior Notes held in escrow and the committed and undrawn Indebtedness in favor of the Virgin Group entered into in connection with the Merger, is equal to the amount necessary to repay or redeem all Indebtedness (including any premium, prepayment fees, expenses and accrued and unpaid interest) under the any Indebtedness required to be repaid in connection with the Merger, remains in the Senior Secured Notes Escrow Account.

The Initial Release shall occur promptly upon the satisfaction of the conditions set forth above. Following the Initial Release, the remaining amount of Senior Secured Escrow Property will remain subject to the Senior Secured Notes Escrow Agreement and the conditions contained therein until completion of the Debt Pushdown.

If the Debt Pushdown has occurred or will occur on the Initial Release Date, such Officer's Certificate shall also confirm and evidence as of the Initial Release Date that the conditions set forth below in respect of the Final Release Date (as defined below) have been met or will be satisfied concurrently with the Initial Release.

If the Debt Pushdown occurs after the Initial Release Date, concurrently with the completion of the Debt Pushdown, the remaining Senior Secured Notes Escrowed Property will be released (the "Final Release") to or for the account of VM Secured Finance to or for the account of VM Secured Finance. In order to cause the Escrow Agent to effect the Final Release, the Escrow Agent shall have received from the Issuer, on or prior to the date of such Final Release (the "Final Release Date") which must occur on a date that is on or before 30 Business Days following the Merger Date, an Officer's Certificate to the effect that:

(1) the Debt Pushdown will be consummated on such date;

(2) prior to or concurrently with the release of the proceeds of the Notes, any remaining proceeds of the Senior Notes issued on the Issue Date will be released from escrow;

(3) those documents, legal opinions and certificates attached as exhibits to the Senior Secured Notes Escrow Agreement that are required to be delivered on the Final Release Date have been delivered in accordance with the terms of the Senior Secured Notes Escrow Agreement;

(4) the transactions or documents described in clauses (2) through (8) of the definition of Debt Pushdown have been, or will be entered into, on or prior to the Final Release Date; and

(5) no Default or Event of Default has occurred and is continuing with respect to any matter set forth in clauses (1) or (2) of the definition of Event of Default or with respect to the covenant described under the caption "— *Certain Covenants — Limitation on Activities of Newco Prior to the Debt Pushdown*".

The Final Release shall occur promptly upon the satisfaction of the conditions set forth above. Following the Final Release, a portion of the Senior Secured Notes Escrowed Property may be used to effect the Special Optional Redemption described below. See "— *Special Optional Redemption*".

By accepting a Note, each holder will be deemed to have agreed to be bound by the terms of the Senior Secured Notes Escrow Agreement and irrevocably authorized and directed the Trustee to take all the actions set forth in the Senior Secured Notes Escrow Agreement without the need for further direction from them under the Indenture.

Special Mandatory Redemption

Upon the earlier of (i) the date on which neither of LGI nor Lynx Europe Limited (together with its successors, by merger, consolidation, transfer, conversion of legal form or otherwise), directly or indirectly, beneficially owns and controls 100% of the issued and outstanding Capital Stock of Newco, (ii) the date on which there first occurs a repudiation by Newco of any of its obligations under the Senior Secured Notes Escrow Agreement or the unenforceability of the Senior Secured Notes Escrow Agreement against Newco or any of its other creditors for any reason, (iii) the date on which any conditions to the Escrow Release could not reasonably be deemed to be capable of being satisfied, (iv) the date on which the Merger Agreement terminates and (iv) if the Merger has not been completed on or before the Longstop Date

(such date, the "Escrow Termination Date"), Newco will redeem all of the Notes (the "Special Mandatory Redemption") (a) at a redemption price equal to 100% of the principal amount of the Notes plus accrued but unpaid interest (or issue price plus accreted original issue discount and accrued but unpaid interest, if applicable) and Additional Amounts, if any, if the Special Mandatory Redemption Date (as defined below) occurs on or before November 4, 2013 and (b) at a redemption price equal to 101% of the principal amount of the Notes plus accrued but unpaid interest (or issue price plus accreted original issue discount and accrued but unpaid interest, if applicable, plus a premium of 1% of the aggregate issue price) and Additional Amounts, if any, if the Special Mandatory Redemption Date occurs after November 4, 2013, (each, a "Special Mandatory Redemption Price") in each case, to the date of the Special Mandatory Redemption (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date). Notice of the Special Mandatory Redemption will be mailed by Newco, no later than the second Business Day following the Escrow Termination Date, to the Trustee (with an instruction to the Trustee to deliver the same to each holder of the Notes) and the Escrow Agent, and will provide that the Notes shall be redeemed on a date that is no later than the fifth Business Day after such notice is mailed (the "Special Mandatory Redemption Date"). On the Special Mandatory Redemption Date, the Escrow Agent shall pay to the Principal Paying Agent for payment to each holder the Special Mandatory Redemption Price for such holder's Notes and, concurrently with the payment to such holders, deliver any excess Senior Secured Notes Escrowed Property (if any) to the Issuer.

If the Special Mandatory Redemption Date is on or after an interest record date and on or before the related interest payment date, the accrued and unpaid interest, if any, will be paid to the Person in whose name the Note is registered at the close of business on such record date and no additional interest will be payable to holders whose Notes will be subject to redemption by the Issuer.

In the event the Special Mandatory Redemption Price payable upon such Special Mandatory Redemption exceeds the amount of the Senior Secured Notes Escrowed Property, LGI has agreed to pay to the Trustee an amount in cash equal to the shortfall (including any accrued and unpaid interest and any redemption premium (if applicable)) (the "LGI Guarantee").

No provisions of the Senior Secured Notes Escrow Agreement (including, without limitation, those relating to the release of the Senior Secured Notes Escrowed Property) and, to the extent such provisions relate to the Issuer's obligation to redeem the Notes in a Special Mandatory Redemption, the Indenture, may be waived or modified in any manner materially adverse to the holders of the Notes without the written consent of holders of at least 90% in aggregate principal amount of Notes affected thereby.

Special Optional Redemption

If, on the Debt Pushdown Date, there remains any Senior Secured Notes Escrowed Property that is not necessary to fund the amounts payable in respect of the Existing Senior Secured Notes that have been delivered to VM Secured Finance in the Senior Secured Notes Change of Control Offer (such excess, the "Excess Senior Secured Offering Proceeds"), then the Issuer may elect, at its option, to apply all or a portion of the Excess Senior Secured Offering Proceeds to redeem a portion of the Notes (the "Special Optional Redemption") at a redemption price equal to 100% of the principal amount of the Notes plus accrued but unpaid interest (or issue price plus accreted original issue discount and accrued but unpaid interest, if applicable) and Additional Amounts, if any (the "Special Optional Redemption Price"), plus accrued but unpaid interest and Additional Amounts, if any, to the date of the Special Optional Redemption (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date). Notice of the Special Optional Redemption will be mailed by Newco, no later than the second Business Day following the date of the Final Release, to the Trustee (with an instruction to the Trustee to deliver the same to each holder of the Notes), and will provide that the Notes shall be redeemed on a date that is no later than the fifth Business Day after such notice is mailed (the "Special Optional Redemption Date"). On the Special Optional Redemption Date, the Issuer shall pay to the Principal Paying Agent for payment to each holder the Special Optional Redemption Price for such holder's Notes and, concurrently with the payment to such holders.

If the Special Optional Redemption Date is on or after an interest record date and on or before the related interest payment date, the accrued and unpaid interest, if any, will be paid to the Person in whose name the Note is registered at the close of business on such record date and no additional interest will be payable to holders whose Notes will be subject to redemption by the Issuer.

Post-Closing Reorganizations

Following the Debt Pushdown, the Ultimate Parent may effect a reorganization of the Virgin Group (the "Post-Closing Reorganizations"). The Post-Closing Reorganizations are expected to include (i) a distribution or other transfer of Virgin Media Communications and its subsidiaries or a Parent of Virgin Media Communications and its subsidiaries to the Ultimate Parent or another direct Subsidiary of the Ultimate Parent through one or more mergers, transfers, consolidations or other similar transactions such that Virgin Media Communications or such Parent will become the direct Subsidiary of the Ultimate Parent or such other direct Subsidiary of the Ultimate Parent, (ii) the issuance by Virgin Media Communications or VM FinanceCo of Capital Stock to the Ultimate Parent or another direct Subsidiary of the Ultimate Parent and, as consideration therefor, the assignment by the Ultimate Parent or a direct Subsidiary of the Ultimate Parent of a loan receivable to Virgin Media Communications or VM FinanceCo, as the case may be, and/or (iii) the insertion of a new entity as a direct Subsidiary of Virgin Media Communications, which new entity will become a Parent of VM FinanceCo.

Any Parent that ceases to be a Parent of Virgin Media Communications following a Post-Closing Reorganization, is referred to as a "Released Entity" and together the "Released Entities".

Transfer and Exchange

The Notes will be issued in the form of several registered notes in global form, without interest coupons, as follows:

- Each series of Notes sold within the United States to qualified institutional buyers pursuant to Rule 144A under the Securities Act will initially be represented by one or more global notes in registered form without interest coupons attached (the "144A Global Notes").
  - — The 144A Global Notes representing the Dollar Notes (the "Dollar 144A Global Note") will, on the Issue Date, be deposited with a custodian for The Depository Trust Company ("DTC") and registered in the name of Cede & Co., as nominee of DTC.
  - — The 144A Global Notes representing the Sterling Notes (the "Sterling 144A Global Note"), will, on the Issue Date, be deposited with and registered in the name of the common depositary for the accounts of Euroclear Bank S.A./N.V. ("Euroclear") and Clearstream Banking, *société anonyme* ("Clearstream").
- Each series of Notes sold outside the United States pursuant to Regulation S under the Securities Act will initially be represented by temporary notes to registered global form, without interest coupons (the "Regulation S Temporary Global Notes"). Through and including the 40th day after the later of the commencement of this offering (such period, through and including such 40th day, the "distribution compliance period" as defined in Regulation S), beneficial interests in the Regulation S Temporary Global Notes may be held only through Euroclear and Clearstream (as indirect participants in DTC) unless transferred to a person that takes delivery through a 144A Global Note in accordance with the certification requirements described under "*Book-Entry Settlement and Clearance — Transfers*". Within a reasonable time period after the expiration of the distribution compliance period, the Regulation S Temporary Global Notes may be exchanged for one or more permanent notes in registered, global form without interest coupons (collectively, the "Regulation S Permanent Global Notes" and, together with the Regulation S Temporary Global Notes, the "Regulation S Global Notes" and together with the Dollar Global Notes, the "Global Notes") upon delivery to DTC of certification of compliance with the transfer restrictions applicable to the notes pursuant to Regulation S as provided in the Indenture. The term Regulation S Global Notes as used herein shall refer to either Regulation S Temporary Global Notes or Regulation S Permanent Global Notes, as the context requires. After the 40-day distribution compliance period ends, investors may also hold their interests in the permanent Dollar Regulation S Global Note through organizations other than Clearstream or Euroclear that are DTC participants.

Ownership of interests in the Global Notes ("Book-Entry Interests") will be limited to persons that have accounts with DTC, Euroclear or Clearstream, as applicable, or persons that may hold interests through such participants. Ownership of interests in the Book-Entry Interests and transfers thereof will be subject to the restrictions on transfer and certification requirements summarized below and described more fully under "*Transfer Restrictions*". In addition, transfers of Book-Entry Interests between participants in DTC, participants in Euroclear or participants in Clearstream will be effected by DTC,

Euroclear or Clearstream, as applicable, pursuant to customary procedures and subject to the applicable rules and procedures established by DTC, Euroclear or Clearstream, as applicable, and their respective participants.

Book-Entry Interests in the 144A Global Notes may be transferred to a person who takes delivery in the form of Book-Entry Interests in the Regulation S Global Notes denominated in the same currency only upon delivery by the transferor of a written certification (in the form provided in the indenture) to the effect that such transfer is being made in accordance with Regulation S under the Securities Act.

Regulation S Book-Entry Interests may be transferred to a person who takes delivery in the form of 144A Book-Entry Interests only upon delivery by the transferor of a written certification (in the form provided in the Indenture) to the effect that such transfer is being made to a person who the transferor reasonably believes is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A or otherwise in accordance with the transfer restrictions described under "*Transfer Restrictions*" and in accordance with any applicable securities law of any other jurisdiction.

Any Book-Entry Interest that is transferred as described in the immediately preceding paragraphs will, upon transfer, cease to be a Book-Entry Interest in the Global Note from which it was transferred and will become a Book-Entry Interest in the Global Note to which it was transferred.

Accordingly, from and after such transfer, it will become subject to all transfer restrictions, if any, and other procedures applicable to Book-Entry Interests in the Global Note to which it was transferred.

If Definitive Registered Notes are issued, they will be issued only in minimum denominations of £100,000 or $200,000 principal amount, as the case may be, and integral multiples of £1,000 in excess thereof or $1,000 in excess thereof, as the case may be, upon receipt by the applicable Registrar of instructions relating thereto and any certificates, opinions and other documentation required by the Indenture. It is expected that such instructions will be based upon directions received by DTC, Euroclear or Clearstream, as applicable, from the participant which owns the relevant Book-Entry Interests. Definitive Registered Notes issued in exchange for a Book-Entry Interest will, except as set forth in the Indenture or as otherwise determined by the Issuer to be in compliance with applicable law, be subject to, and will have a legend with respect to, the restrictions on transfer summarized below and described more fully under "*Transfer Restrictions*".

Subject to the restrictions on transfer referred to above, Sterling Notes issued as Definitive Registered Notes may be transferred or exchanged, in whole or in part, in minimum denominations of £100,000 in principal amount and integral multiples of £1,000 in excess thereof and Dollar Notes issued as Definitive Registered Notes may be transferred or exchanged in whole or in part, in minimum denominations of $200,000 in principal amount and integral multiples of $1,000 in excess thereof. In connection with any such transfer or exchange, the Indenture will require the transferring or exchanging holder to, among other things, furnish appropriate endorsements and transfer documents, to furnish information regarding the account of the transferee at DTC, Euroclear or Clearstream where appropriate, to furnish certain certificates and opinions, and to pay any taxes, duties and governmental charges in connection with such transfer or exchange. Any such transfer or exchange will be made without charge to the holder, other than any taxes, duties and governmental charges payable in connection with such transfer.

Notwithstanding the foregoing, the Issuer is not required to register the transfer of any Definitive Note in registered form:

(1) for a period of 15 calendar days prior to any date fixed for the redemption of the Notes;

(2) for a period of 15 calendar days immediately prior to the date fixed for selection of Notes to be redeemed in part;

(3) for a payment period of 15 calendar days prior to the record date with respect to any interest payment date; or

(4) that the registered holder of Notes has tendered (and not withdrawn) for repurchase in connection with a Change of Control Offer or an Asset Disposition Offer.

Ranking of the Notes and Security Prior to the Debt Pushdown

Ranking

The Notes will be general senior obligations of the Issuer, initially secured by the Newco Share Pledge (as defined below) and the Senior Secured Notes Escrowed Property. Prior to the Debt Pushdown, the Issuer will not be permitted to Incur any Indebtedness or any other liabilities, except as permitted under "*Certain Covenants — Limitation on Activities of Newco Prior to the Debt Pushdown*".

Security

Newco Share Pledge

The obligations of the Issuer under the Notes will initially be secured by a first-priority charge over the shares of Newco held by Viper US MergerCo 1 LLC (the "Newco Share Pledge").

The Newco Share Pledge will be unconditionally released and discharged upon the earlier to occur of the following:

(1) upon repayment in full of the Notes pursuant to a Special Mandatory Redemption; and

(2) upon completion of the Debt Pushdown.

Prior to completion of, but in contemplation of, the Debt Pushdown, the Newco Share Pledge may also be released in connection with any transfer of the shares of Newco to another Subsidiary of LGI, provided that, such release is followed by the substantially concurrent pledge of such shared by the direct parent of Newco having at least equivalent priority over the shares of Newco.

Senior Secured Notes Escrow and Security Agreement

Pending consummation of the Merger, the Initial Purchasers will deposit the net proceeds (other than certain fees payable to the initial purchasers of the Notes) from the offering of the Notes into the Senior Secured Notes Escrow Account. The holders of Notes will also benefit from a security interest in the rights of the Issuer under the Senior Secured Notes Escrow Agreement (which may be partially released in connection with the Initial Release). Upon completion of the Final Release, the Senior Secured Notes Escrow Agreement will automatically terminate and any Lien created thereunder will be unconditionally released.

Guarantees

Prior to consummation of the Debt Pushdown, the Notes will not benefit from any guarantees other than the LGI Guarantee to pay an amount in cash equal to the shortfall in the event the Special Mandatory Redemption Price payable upon any Special Mandatory Redemption exceeds the amount of the Senior Secured Notes Escrowed Property.

Ranking of the Notes, Note Guarantees and Security upon Completion of the Debt Pushdown

General

The Notes will, upon completion of the Debt Pushdown:

- be general senior obligations of the Issuer;
- rank *pari passu* in right of payment with any existing and future Indebtedness of the Issuer that is not subordinated to the Notes (including any Additional Notes, the Existing Senior Secured Notes and the guarantee of the obligations under the Senior Secured Bridge Facility and the Senior Credit Facility);
- rank senior in right of payment to any existing and future Subordinated Obligations of the Issuer (including the senior subordinated guarantee given by the Issuer in favor of the Senior Notes, the Existing Senior Notes and the Senior Bridge Facility);
- be guaranteed by the Guarantors as described under "— *Guarantees*";
- have the benefit of security as described below under "— *Security*"; and
- be effectively subordinated to any existing and future Indebtedness of the Issuer that is secured by Liens senior to the Liens securing the Notes, or secured by property and assets that do not

secure the Notes, to the extent of the value of the property and assets securing such Indebtedness.

The Issuer is a finance subsidiary of the Company with no significant assets of its own other than its intercompany loans to the Company or any other Parent advancing the proceeds of the offering of the Existing Senior Secured Notes and the Notes.

Other Indebtedness

As of December 31, 2012, on an as-adjusted basis after giving effect to the Transactions, there would have been outstanding:

(1) with respect to the Issuer, no indebtedness other than the Notes, the Existing Senior Secured Notes and the guarantee of all obligations under the Senior Credit Facility;

(2) with respect to the Company, based on sterling equivalent amounts on December 31, 2012, £2,926.8 million of indebtedness under the Senior Credit Facility (including any guarantees thereof), £243.0 million available to be borrowed thereunder after giving effect to £7.0 million of outstanding letters of credit, £2,036.7 million of indebtedness under the Senior Secured Bridge Facility (including any guarantees thereof), £1,477.1 million of indebtedness under senior guarantees in respect of the Existing Senior Secured Notes and £559.6 million under the senior subordinated guarantees in respect of the Senior Notes, the Existing Senior Notes, any Senior Bridge Facility in addition to the obligations under senior guarantees in respect the Notes; and

(3) with respect to the Restricted Subsidiaries (other than the Issuer), based on the sterling equivalent amounts on December 31, 2012, £2,926.8 million of indebtedness under the Senior Credit Facility (including any guarantees thereof), £1,477.1 million of indebtedness under the Existing Senior Secured Notes, £2,036.7 million of indebtedness under the Senior Secured Bridge Facility (including any guarantees thereof), £559.6 million of indebtedness under the senior subordinated guarantees in respect of the Senior Notes, the Existing Senior Notes and the Senior Bridge Facility and £229.0 million of other Indebtedness in addition to the obligations under the Notes.

Guarantees

General

Upon the consummation of the Debt Pushdown, each Subsidiary Guarantor will, jointly and severally, irrevocably guarantee (the "Subsidiary Guarantees"), as primary obligors and not merely as sureties, on a senior basis the full and punctual payment when due, whether at Stated Maturity, by acceleration or otherwise, all payment obligations of the Issuer under the Indenture and the Notes, whether for payment of principal of or interest on or in respect of the Notes, fees, expenses, indemnification or otherwise. In addition, Virgin Media, the Company and VM FinanceCo (the "Parent Guarantors" and together with the Subsidiary Guarantors, the "Guarantors") will, jointly and severally, irrevocably guarantee (the "Parent Guarantees", and together with the Subsidiary Guarantees, the "Note Guarantees"), as primary obligors and not merely as sureties, on a senior basis the full and punctual payment when due, whether at Stated Maturity, by acceleration or otherwise, all payment obligations of the Issuer under the Indenture and the Notes, whether for payment of principal of or interest on or in respect of the Notes, fees, expenses, indemnification or otherwise.

The Note Guarantee of each Guarantor will be a general obligation of that Guarantor and will:

- rank *pari passu* in right of payment with any existing and future indebtedness of that Guarantor that is not subordinated to such Guarantor's Note Guarantee (and if such Note Guarantee is given by VM FinanceCo, *pari passu* to the obligations of VM FinanceCo under the Senior Notes, the Existing Senior Notes, the Senior Secured Bridge Facility, the Senior Bridge Facility and the Senior Credit Facility);
- rank senior in right of payment to any existing and future subordinated obligations of that Guarantor (and if such Note Guarantee is given by a subsidiary of VM FinanceCo (including the Company), senior to the senior subordinated guarantee given by that Guarantor in favor of the Senior Notes, the Existing Senior Notes and the Senior Bridge Facility);
- have the benefit of security as described below under "— *Security*";

- be effectively subordinated to any existing and future Indebtedness of that Guarantor that is secured by Liens senior to the Liens securing that Guarantor's Note Guarantee or secured by property and assets that do not secure that Guarantor's Note Guarantee, to the extent of the value of the property and assets securing such Indebtedness; and
- be effectively subordinated to any Indebtedness of any Subsidiary of the Company or any Restricted Subsidiary that is not a Guarantor.

The obligations of a Guarantor under its Guarantee will be limited as necessary to prevent the relevant Guarantee from constituting a fraudulent conveyance under applicable law, or otherwise to reflect limitations under applicable law.

Virgin Media Investments Limited and the Company are guarantors of the Senior Notes, the Existing Senior Notes and the Senior Bridge Facility on a senior subordinated basis.

Additional Parent Guarantees

From time to time, a Parent may be designated as an additional Parent Guarantor of the Notes (an "Additional Parent Guarantor") by causing it to execute and deliver to the Trustee a supplemental indenture in the form attached to the Indenture, pursuant to which such Parent will become a Parent Guarantor.

Each Additional Parent Guarantor will, jointly and severally, with the Guarantors and each other Additional Parent Guarantor, irrevocably guarantee (each guarantee, an "Additional Parent Guarantee"), as primary obligor and not merely as surety, on a senior basis the full and punctual payment when due, whether at Stated Maturity, by acceleration or otherwise, of all payment obligations of the Issuer under the Indenture and the Notes, whether for payment of principal of or interest on or in respect of the Notes, fees, expenses, indemnification or otherwise. The obligations of any Additional Parent Guarantor will be contractually limited under its Additional Parent Guarantee to prevent the relevant Additional Parent Guarantee from constituting a fraudulent conveyance under applicable law, or otherwise to reflect limitations under applicable law. Any Additional Parent Guarantee shall be issued on substantially the same terms as the Parent Guarantees. For purposes of the Indenture and this "*Description of the Senior Secured Notes*", references to the Parent Guarantees include references to any Additional Parent Guarantees and references to the Guarantors include references to any Additional Parent Guarantors.

Additional Subsidiary Guarantees

The Company may from time to time designate a Restricted Subsidiary as an additional guarantor of the Notes (an "Additional Guarantor") by causing it to execute and deliver to the Trustee a supplemental indenture in the form attached to the Indenture, pursuant to which such Restricted Subsidiary will become a Guarantor. See "*Certain Covenants — Limitation on Issuances of Guarantees of Indebtedness by Restricted Subsidiaries*".

Each Additional Guarantor will, jointly and severally, with the Guarantors and each other Additional Guarantor, irrevocably guarantee (each guarantee, an "Additional Subsidiary Guarantee"), as primary obligor and not merely as surety, on a senior basis the full and punctual payment when due, whether at Stated Maturity, by acceleration or otherwise, of all payment obligations of the Issuer under the Indenture and the Notes, whether for payment of principal of or interest on or in respect of the Notes, fees, expenses, indemnification or otherwise. The obligations of any Additional Guarantor will be contractually limited under its Additional Subsidiary Guarantee to prevent the relevant Additional Guarantee from constituting a fraudulent conveyance under applicable law, or otherwise to reflect limitations under applicable law. Any Additional Subsidiary Guarantee shall be issued on substantially the same terms as the Subsidiary Guarantees. For purposes of the Indenture and this "*Description of the Senior Secured Notes*", references to the Subsidiary Guarantees include references to any Additional Subsidiary Guarantees and references to the Guarantors include references to any Additional Guarantors.

Releases

A Note Guarantee will be released:

- in the case of a Subsidiary Guarantee, upon the sale of all or substantially all the Capital Stock of the relevant Subsidiary Guarantor pursuant to an Enforcement Sale as provided for in the Group Intercreditor Deed or as otherwise provided for under the Group Intercreditor Deed. See "*Description of the Intercreditor Deeds — Group Intercreditor Deed — Release of Collateral*".;

- in the case of a Subsidiary Guarantee, upon the sale or other disposition (including through merger or consolidation but other than pursuant to an Enforcement Sale) in compliance with the Indenture of the Capital Stock of the relevant Subsidiary Guarantor (whether directly or through the disposition of a parent thereof), following which such Subsidiary Guarantor is no longer a Restricted Subsidiary (other than a sale or other disposition to the Issuer or any of the Restricted Subsidiaries);
- in the case of a Parent Guarantee, pursuant to an Enforcement Sale as provided for in the Group Intercreditor Deed or as otherwise provided for under the Group Intercreditor Deed. See "*Description of the Intercreditor Deeds — Group Intercreditor Deed — Release of Collateral*".;
- in the case of any Note Guarantee of a Released Entity, pursuant to the Post-Closing Reorganization; provided that (i) such Released Entity is also released or discharged from such Released Entity's Guarantee of Indebtedness of the Company and the Subsidiary Guarantors under the Senior Credit Facility and any Pari Passu Lien Obligation and (ii) the New Immediate Holdco provides a Guarantee of the Notes on substantially the same terms as the Guarantee provided by Virgin Media prior to the Post-Closing Reorganization;
- in the case of any Note Guarantee of a Parent that ceases to be a Parent of Virgin Media Communications;
- in the case of a Guarantor that is prohibited or restricted by applicable Law from guaranteeing the Notes;
- upon the legal defeasance, covenant defeasance or satisfaction and discharge of the Notes and the Indenture as provided in "— *Defeasance*" or "— *Satisfaction and Discharge*", in each case in accordance with the terms and conditions of the Indenture;
- with respect to an Additional Subsidiary Guarantee given under the covenant captioned "— *Certain Covenants — Limitation on Issuances of Guarantees of Indebtedness by Restricted Subsidiaries*", upon release of the guarantee that gave rise to the requirement to issue such Additional Subsidiary Guarantee so long as no Event of Default would arise as a result and no other Indebtedness that would give rise to an obligation to give an Additional Subsidiary Guarantee is at that time guaranteed by the relevant Subsidiary Guarantor;
- with respect to Subsidiary Guarantors only, upon the release or discharge of such Subsidiary Guarantor from its Guarantee of Indebtedness of the Company and the Subsidiary Guarantors under the Senior Credit Facility or any Pari Passu Lien Obligation (including by reason of the termination of the Senior Credit Facility or any Pari Passu Lien Obligation) and/or the Guarantee that resulted in the obligation of such Subsidiary Guarantor to guarantee the Notes, if such Subsidiary Guarantor would not then otherwise be required to guarantee the Notes pursuant to the Indenture (and treating any Guarantees of such Subsidiary Guarantor that remain outstanding as Incurred at least 30 days prior to such release or discharge), except a discharge or release by or as a result of payment under such Guarantee;
- in the case of a Subsidiary Guarantor, if such Subsidiary Guarantor is designated as an Unrestricted Subsidiary in compliance with the covenant entitled "— *Certain Covenants — Limitation on Restricted Payments*";
- as a result of a transaction permitted by, and in compliance with, the covenant entitled "— *Certain Covenants — Merger and Consolidation*";
- as described under "— *Amendments and Waivers*"; or
- upon the full and final payment and performance of all obligations of the Issuer and the Guarantors under the Indenture and the Notes.

Notwithstanding any of the foregoing, in all circumstances a Note Guarantee shall only be released if (a) the relevant Guarantor has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for in the Indenture relating to such transaction have been complied with and (b) such Guarantor is released from its guarantees of the Senior Credit Facility, the Existing Senior Secured Notes, the Senior Secured Bridge Facility, the Senior Bridge Facility, the Existing Senior Notes and the Senior Notes.

The Trustee shall take all necessary actions, including the granting of releases or waivers under the Intercreditor Deeds, to effectuate any release in accordance with these provisions, subject to customary protections and indemnifications.

Security

General

Within the earlier of (i) the date on which the Senior Credit Facility is secured by the Collateral and (ii) 60 days following the Merger Date, the Notes and the Note Guarantees will be secured by Liens on substantially all of the assets of the Company, the Issuer and each of the Guarantors (except for Virgin Media and other than Excluded Assets), being substantially the same assets as those on which Liens have been granted in respect of the Indebtedness under the Senior Credit Facility, the Existing Senior Secured Notes, the Senior Secured Bridge Facility and certain Hedging Obligations related thereto, to the Notes and the Senior Notes and certain future Indebtedness that is secured by a Lien (subject to any Permitted Liens) and will share in any enforcement proceeds on a *pari passu* basis therewith. The agreements to be entered into between, *inter alios*, the Security Trustee, the Issuer and the other Grantors pursuant to which security interests in the Collateral are granted to secure the Notes and the Note Guarantees from time to time are referred to as the "Security Documents".

Any other additional security interests that may in the future be pledged to secure obligations under the Notes and the Indenture would also constitute Collateral.

Subject to certain conditions, including compliance with the covenant described under "— *Certain Covenants — Impairment of Security Interests*," the Company and the Restricted Subsidiaries are permitted to pledge the Collateral in connection with certain future issuances of Indebtedness, including any Additional Notes, in each case permitted under the Indenture and on terms consistent with the relative priority of such Indebtedness. In addition to the release provisions described below, the Liens will cease to exist by operation of law or will be released, depending on the type of security interest, upon the defeasance or discharge of the Notes as provided in "— *Defeasance*" or "— *Satisfaction and Discharge*," in each case in accordance with the terms and conditions of the Indenture.

The Liens over some or all of the Collateral may also be released in circumstances described under "— *Releases*".

No appraisals of any of the Collateral have been prepared by or on behalf of the Company, the Issuer or any other Guarantor in connection with the issuance of the Notes. There can be no assurance that the proceeds from the sale of the Collateral remaining after sharing with other creditors entitled to share in such proceeds would be sufficient to satisfy the obligations owed to the holders of the Notes. By its nature, some or all of the Collateral will be illiquid and may have no readily ascertainable market value. Accordingly, there can be no assurance that the Collateral will be able to be sold in a short period of time, if at all. In addition, the Group Intercreditor Deed places limitations on the ability of the Security Trustee to enforce the Collateral. See "*Description of the Intercreditor Deeds — Group Intercreditor Deed*". Each Holder will be deemed to have irrevocably appointed the Security Trustee to act as its agent and security trustee under the Intercreditor Deeds and the Security Documents

The Trustee, acting on behalf of the holders of the Notes, will accede to the Group Intercreditor Deed. The Indenture will also provide that each holder, by accepting a Note, shall be deemed to have agreed to and accepted the terms and conditions of the Group Intercreditor Deed and any Additional Intercreditor Deed (whether then entered into or entered into in the future pursuant to the provisions described herein).

The creditors under the Senior Credit Facility, the trustees under the Existing Senior Secured Notes, the Existing Senior Notes and the Senior Notes, the counterparties to the Hedging Obligations secured by the Collateral and the Trustee have, and by accepting a Note, each holder will be deemed to have, irrevocably appointed the Security Trustee to act as its agent and security trustee under the Group Intercreditor Deed, the High Yield Intercreditor and the Security Documents. The creditors under the Senior Credit Facility, the trustees under the Existing Senior Secured Notes, the Existing Senior Notes and the Senior Notes, the counterparties to the Hedging Obligations secured by the Collateral and the Trustee have, and by accepting a Note, each holder will be deemed to have, irrevocably authorized the Security Trustee to (i) perform the duties and exercise the rights, powers and discretions that are specifically given to it under the Group Intercreditor Deed or the Security Documents, together with any other incidental

rights, power and discretions; and (ii) execute each Security Document, waiver, modification, amendment, renewal or replacement expressed to be executed by the Security Trustee on its behalf.

Priority

The relative priority among (a) the lenders under the Senior Credit Facility, (b) the counterparties under certain Hedging Obligations secured by the Collateral, (c) the lenders under the Senior Secured Bridge Facility, (d) the holders of the Existing Senior Secured Notes, (e) the lenders under the Senior Bridge Facility, (f) the holders of the Existing Senior Notes, (g) the holders of the Senior Notes and (h) the Trustee and the holders under the Indenture with respect to the security interest in the Collateral that is created by the Security Documents and secures obligations under the Notes or the Note Guarantees and the Indenture is established by the terms of the Intercreditor Deeds. See "*Description of the Intercreditor Deeds*." In addition, pursuant to any Additional Intercreditor Deeds entered into after the Closing Date in compliance with the Indenture, the Collateral may be pledged to secure other Indebtedness. See "*— Certain Covenants — Impairment of Security Interests*."

Security Documents

The Company, the Issuer, VM FinanceCo and the Subsidiary Guarantors and, in each case, the Security Trustee have entered into Security Documents specifying the terms of the Liens that secure the obligations under the Notes and the Note Guarantees. Subject to the terms of, and limitations under, the Security Documents, these security interests will secure the payment and performance when due of the obligations of the Issuer and the relevant Guarantors under the Notes, the Note Guarantees, the Indenture and the Security Documents.

Each Security Document is governed by the laws of England, New York, and Scotland. The Security Documents provide that the rights thereunder must be exercised by the Security Trustee. Since the Holders are not parties to the Security Documents, they may not, individually or collectively, take any direct action to enforce any rights in their favor under the Security Documents. The Holders may only act by instructing the Trustee to act through the Security Trustee.

Subject to the terms of the Indenture and the Security Documents, the Issuer and the Guarantors will have the right to remain in possession and retain exclusive control of the Collateral securing the Notes and the Note Guarantees, to freely operate the Collateral and to collect, invest and dispose of any income therefrom.

Limitations on the Collateral

The Capital Stock and other securities of a Subsidiary of the Company or the Affiliate Guarantors (other than Virgin Media Investments Limited and the Company), that are owned by the Company or any Guarantor will constitute Collateral only to the extent that, if the Notes were registered under the Securities Act, such Capital Stock and other securities could secure the Notes without Rule 3-16 of Regulation S-X under the Securities Act (or any other law, rule or regulation) requiring separate financial statements of such Subsidiary to be filed with the SEC (or any other governmental agency). In the event that Rule 3-16 of Regulation S-X under the Securities Act would require or 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 governmental agency) of separate financial statements of any such Subsidiary, due to the fact that such Subsidiary's Capital Stock and other securities secure the Notes, then the Capital Stock and other securities of such Subsidiary shall automatically be deemed not to be part of the Collateral (but only to the extent necessary to not be subject to any such financial statement requirement and only for so long as such financial statement requirement would otherwise have been applicable to such Subsidiary, if the Notes were registered under the Securities Act). In such event, the Security Documents may be amended or modified, without the consent of any holder, to the extent necessary to release the security interests in the shares of Capital Stock and other securities that are so deemed to no longer constitute part of the Collateral.

In the event that, if the Notes were registered under the Securities Act, Rule 3-16 of Regulation S-X under the Securities Act would permit or 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 Capital Stock and other securities to secure the Notes in excess of the amount then pledged without the filing with the SEC (or any other governmental agency) of separate financial statements of such Subsidiary, then the Capital Stock and other securities of such Subsidiary shall

automatically be deemed to be a part of the Collateral (but only to the extent necessary to not be subject to any such financial statement requirement). In such event, the Security Documents may be amended or modified, without the consent of any holder, to the extent necessary to subject to the Liens under the Security Documents such additional Capital Stock and other securities.

In accordance with the limitations set forth in the two immediately preceding paragraphs, the Collateral will include shares of Capital Stock and other securities of Subsidiaries of the Company and the Affiliate Guarantors only to the extent that the applicable value of such Capital Stock and other securities (on a Subsidiary-by-Subsidiary basis) is less than 20% of the aggregate principal amount of the Notes outstanding. Therefore, following the Closing Date, the portion of the Capital Stock and other securities of such Subsidiaries constituting Collateral may decrease or increase as described above. This limitation does not apply to any pledges of the Capital Stock and other securities of Virgin Media Investments Limited and the Company. The taking of any enforcement action by the Security Trustee at a level where the Collateral may be limited due to the limitation outlined in the foregoing paragraphs could be limited by the terms of the Group Intercreditor Deed. See "*Description of the Intercreditor Deeds — Group Intercreditor Deed*."

The foregoing limitations will cease to apply from and after the date none of the Issuer or any Guarantor has any securities registered under the Securities Act or the Exchange Act.

Regardless of the limitations on the Collateral securing the Notes as outlined in the foregoing paragraphs, the Liens on such Capital Stock or other securities securing the Senior Credit Facility, the Senior Secured Bridge Facility, certain Hedging Obligations and other future Secured Indebtedness will not be released and will remain in force with respect to such property. See "*Risk Factors — Risks relating to the Senior Secured Notes — Pledges of shares and other securities may be limited in amount with respect to the Senior Secured Notes*."

The Liens will further be limited as necessary to recognize certain defenses generally available to providers of Liens (including those that relate to fraudulent conveyance or transfer, thin capitalization, voidable preference, financial assistance, corporate purpose, capital maintenance or similar laws, regulations or defenses affecting the rights of creditors generally) or other considerations under applicable law. See "*Risk Factors — Risks relating to the Senior Secured Notes and Senior Notes — Insolvency laws and other limitations on the Note Guarantees may adversely affect their validity and enforceability*."

Security Trustee

The lenders under the Senior Credit Facility, the Senior Secured Bridge Facility and the Existing Senior Secured Notes, counterparties to certain secured Hedging Obligations and the Trustee have and, by accepting a Note, each Holder will be deemed to have (i) irrevocably appointed the Security Trustee to act as its agent and security trustee under the Group Intercreditor Deed and the Security Documents and (ii) irrevocably authorized the Security Trustee to (A) perform the duties and exercise the rights, powers and discretions that are specifically given to it under the Group Intercreditor Deed or the Security Documents, together with any other incidental rights, power and discretions; and (B) execute each Security Document, waiver, modification, amendment, renewal or replacement expressed to be executed by the Security Trustee on its behalf.

For a description of the authority and function of the Security Trustee, see "*Description of the Intercreditor Deeds — Group Intercreditor Deed — Security Trustee Authorization*."

Enforcement of Security Interest

The ability of the Security Trustee to enforce the Liens is restricted by the terms of the Group Intercreditor Deed and will be at the discretion of the lenders representing 66⅔% of all outstandings under the Senior Credit Facility and the Senior Secured Bridge Facility until certain conditions are met. See "*Description of the Intercreditor Deeds — Group Intercreditor Deed — Instructing Party*." The ability of the Security Trustee to enforce the Liens may also be restricted by similar arrangements in relation to future Indebtedness that is secured by the Collateral in compliance with the Indenture.

Similar provisions may be included in any Additional Intercreditor Agreement entered into in compliance with "*— Certain Covenants — Intercreditor Deeds; Additional Intercreditor Agreements*".

Releases

The security interests created by the relevant Security Documents (other than the Senior Secured Notes Escrow Agreement and the Newco Share Pledge) will be automatically and unconditionally released:

(1) so long as there is no Default outstanding under the Indenture, in the event of a sale or disposition (including through merger or consolidation but other than pursuant to an Enforcement Sale) of assets included in the Collateral to a Person that is not (either before or after giving effect to such transaction) the Company or a Restricted Subsidiary, *provided* that such sale or disposition is in compliance with the Indenture, including but not limited to the provisions described under "*Certain Covenants — Limitation on Sales of Assets and Subsidiary Stock*", or in connection with any other release of a Restricted Subsidiary from its obligations as a Subsidiary Guarantor permitted under the Indenture;

(2) if such Collateral is the Capital Stock of, or an asset of, a Subsidiary Guarantor or any of its Subsidiaries, in connection with any sale or other disposition of Capital Stock of that Guarantor to a Person that is not (either before or after giving effect to such transaction) the Company or a Restricted Subsidiary that is in compliance with the Indenture, including but not limited to the provisions described under "*— Certain Covenants — Limitation on Sales of Assets and Subsidiary Stock*;"

(3) if the applicable Subsidiary of which such Capital Stock or assets are pledged or assigned is designated as an Unrestricted Subsidiary in compliance with the covenant entitled "*Certain Covenants — Limitations on Restricted Payments;*"

(4) to release and/or re-take any Lien on any Collateral to the extent otherwise permitted by the terms of the Indenture, the Security Documents or the Group Intercreditor Deed or any Additional Intercreditor Deed;

(5) following a Default under the Indenture or a default under any other Indebtedness secured by the Collateral, pursuant to an Enforcement Sale (see "*Description of the Intercreditor Deeds — Group Intercreditor Deed — Release of Collateral*");

(6) as described under "*— Amendments and Waivers*";

(7) upon the full and final payment and performance of all obligations of the Issuer and the Guarantors under the Indenture and the Notes; or

(8) with the consent of holders of at least seventy-five percent (75%) in aggregate principal amount of the Notes (including, without limitation, consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Notes); and

(9) if the Collateral is owned by a Guarantor that is released from its Note Guarantee in accordance with the Indenture.

In addition, the security interests created by the Security Documents will be released in accordance with the Security Documents and the Group Intercreditor Deed. The security interests will also be released upon the defeasance or discharge of the Notes as provided in "*— Defeasance*" or "*— Satisfaction and Discharge*", in each case, in accordance with the terms and conditions of the Indenture.

Upon certification by the Issuer, the Trustee and the Security Trustee shall take all necessary actions, including the granting of releases or waivers under the Group Intercreditor Deed, to effectuate any release in accordance with these provisions, subject to customary protections and indemnifications. The Security Trustee and/or Trustee (as applicable) will agree to any release of the security interests created by the Security Documents that is in accordance with the Indenture, the Security Documents and the Group Intercreditor Deed without requiring any consent of the holders.

Treatment of Business Division Assets

The Indenture permits us to contribute the assets relating to our Virgin Media Business division to a joint venture. See *"— Certain Covenants — Limitation on Restricted Payments*" "*— Certain Covenants — Limitation on Sales of Assets and Subsidiary Stock.*" In such case, the business division assets would no longer be held by the Company or any Restricted Subsidiary, and so would not be subject to the covenants contained in the Indenture. As a result, the Company may undertake transactions related to these assets

(such as selling them or securing debt on them) which will not be subject to the limitations of the covenants, and the Company would potentially lose access to all or a portion of the cash flows generated by these assets as well as the value of these assets.

Revenue (including internally generated revenue) and segment contribution for Virgin Media Business, which constitutes our Business segment, for the year ended December 31, 2012, were £670.3 million and £380.8 million, respectively.

Segment contribution, which is operating income before network operating costs, corporate costs, depreciation, amortization, goodwill and intangible asset impairments and restructuring and other charges, is management's measure of segment profit. Segment contribution excludes the impact of certain costs and expenses that are not directly attributable to the reporting segments, such as the costs of operating the network, corporate costs and depreciation and amortization. Restructuring and other charges, and goodwill and intangible asset impairments are excluded from segment contribution as management believes they are not characteristic of our underlying business operations. Assets are reviewed on a consolidated basis and are not allocated to segments for management reporting since the primary asset of the business is the cable network infrastructure, which is shared by Virgin Media's Consumer and Business segments.

Optional Redemption

Optional Redemption on or after , 2017

Except as described below and under "— *Redemption for Taxation Reasons*", the Notes are not redeemable until , 2017. On or after , 2017, the Issuer may redeem all, or from time to time a part, of the Sterling Notes and/or the Dollar Notes upon not less than 10 nor more than 60 days' notice, at the following redemption prices (expressed as a percentage of principal amount) plus accrued and unpaid interest and Additional Amounts, if any, to the applicable redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date), if redeemed during the twelve-month period commencing on of the years set out below:

	Redemption Price	
Year	**Sterling Notes**	**Dollar Notes**
2017	%	%
2018	%	%
2019 and thereafter	100.000%	100.000%

In each case above, any such redemption and notice may, in the Issuer's discretion, be subject to satisfaction of one or more conditions precedent. For the avoidance of doubt, in each case above, the Issuer may choose to redeem each series of Notes, either together or separately.

Optional Redemption prior to , 2017

Prior to , 2017, the Issuer may redeem during each 12 month period commencing with the Issue Date up to 10% of the original aggregate principal amount of the Sterling Notes and/or the Dollar Notes outstanding at its option, from time to time, upon not less than 10 nor more than 60 days' prior notice, at a redemption price equal to 103% of the principal amount of the Notes redeemed, plus accrued and unpaid interest and Additional Amounts, if any, to, the applicable redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

At any time prior to , 2017, the Issuer may also redeem all, or from time to time a part, of the Sterling Notes and/or the Dollar Notes upon not less than 10 nor more than 60 days' notice, at a price equal to 100% of the principal amount thereof plus the Applicable Premium as of, and accrued but unpaid interest and Additional Amounts, if any, to, the applicable redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

In each case above, any such redemption and notice may, in the Issuer's discretion, be subject to satisfaction of one or more conditions precedent. For the avoidance of doubt, in each case above, the Issuer may choose to redeem each series of Notes, either together or separately.

If the optional redemption date is on or after an interest record date and on or before the related interest payment date, the accrued and unpaid interest, if any, will be paid to the Person in whose name the Note is registered at the close of business on such record date and no additional interest will be payable to holders whose Notes will be subject to redemption by the Issuer.

Optional Redemption upon Equity Offerings

At any time, or from time to time, prior to , 2016, the Issuer may, at its option, use the Net Cash Proceeds of one or more Equity Offerings (except for sales of Capital Stock of a Parent the proceeds of which are contributed as Subordinated Shareholder Loans) to redeem, upon not less than 10 nor more than 60 days' notice, up to 40% of the principal amount of the Notes issued under the Indenture (including the principal amount of any Additional Notes) at a redemption price of % of the principal amount of the Sterling Notes and % of the principal amount of the Dollar Notes, plus accrued and unpaid interest and Additional Amounts, if any, to the date of redemption (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date); provided that:

(1) at least 60% of the principal amount of each of the Sterling Notes and the Dollar Notes (which includes Additional Notes, if any) issued under the Indenture remains outstanding immediately after any such redemption; and

(2) the Issuer makes such redemption not more than 90 days after the consummation of any such Equity Offering.

In each case above, any such redemption and notice may, in the Issuer's discretion, be subject to satisfaction of one or more conditions precedent. For the avoidance of doubt, in each case above, the Issuer may choose to redeem each series of Notes, either together or separately.

If the optional redemption date is on or after an interest record date and on or before the related interest payment date, the accrued and unpaid interest, if any, will be paid to the Person in whose name the Note is registered at the close of business on such record date and no additional interest will be payable to holders whose Notes will be subject to redemption by the Issuer.

Selection and Notice

In the case of any partial redemption, selection of the Notes for redemption will be made by the Trustee on a pro rata basis (or, in the case of Notes issued in global form, based on the procedures of the applicable depository) unless otherwise required by law or applicable stock exchange or depositary requirements, although no Sterling Notes of £100,000 or less or Dollar Notes of $200,000 or less can be redeemed in part. The Trustee will not be liable for selections made by it in accordance with this paragraph. If any Note is to be redeemed in part only, the notice of redemption relating to such Note will state the portion of the principal amount thereof to be redeemed. A new Note in principal amount equal to the unredeemed portion thereof will be issued in the name of the holder thereof upon cancellation of the original Note.

For Notes which are represented by Global Notes held on behalf of Euroclear or Clearstream, notices may be given by delivery of the relevant notices to Euroclear or Clearstream for communication to entitled account holders in substitution for the aforesaid mailing.

Redemption for Taxation Reasons

The Issuer may redeem the Notes in whole, but not in part, at any time upon giving not less than 10 nor more than 60 days' notice to the holders of the Notes (which notice will be irrevocable) at a redemption price equal to 100% of the principal amount thereof, together with accrued and unpaid interest, if any, to the date fixed for redemption (a "Tax Redemption Date") (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date), and Additional Amounts (as defined below under "— *Withholding Taxes*"), if any, then due and which will become due on the Tax Redemption Date as a result of the redemption or otherwise, if the Issuer determines that, as a result of:

(1) any change in, or amendment to, the law or treaties (or any regulations or rulings promulgated thereunder) of a Relevant Taxing Jurisdiction (as defined below under "— *Withholding Taxes*") affecting taxation; or

(2) any change in position regarding the application, administration or interpretation of such laws, treaties, regulations or rulings (including a holding, judgment or order by a court of competent jurisdiction) (each of the foregoing in clauses (1) and (2), a "Change in Tax Law"),

the Issuer is, or on the next interest payment date in respect of the Notes would be, required to pay more than *de minimis* Additional Amounts, and such obligation cannot be avoided by taking reasonable measures available to it (including, without limitation, by appointing a new or additional paying agent in another jurisdiction). The Change in Tax Law must become effective on or after the date of this Offering Memorandum. In the case of a successor to the Issuer, the Change in Tax Law must become effective after the date that such entity first makes payment on the Notes. Notice of redemption for taxation reasons will be published in accordance with the procedures described in the Indenture as described under "— *Notices*". Notwithstanding the foregoing, no such notice of redemption will be given (a) earlier than 90 days prior to the earliest date on which the Payor would be obliged to make such payment of Additional Amounts and (b) unless at the time such notice is given, such obligation to pay such Additional Amounts remains in effect. Prior to the publication or mailing of any notice of redemption of the Notes pursuant to the foregoing, the Issuer will deliver to the Trustee (a) an Officers' Certificate stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to its right to so redeem have been satisfied and that it cannot avoid the obligations to pay Additional Amounts by taking reasonable measures available to it; and (b) an opinion of an independent tax counsel reasonably satisfactory to the Trustee to the effect that the circumstances referred to above exist. The Trustee will accept such Officers' Certificate and opinion as sufficient evidence of the existence of satisfaction of the conditions precedent as described above, in which event it will be conclusive and binding on the holders of the Notes.

The foregoing provisions will apply *mutatis mutandis* to any successor to the Issuer after such successor person becomes a party to the Indenture.

Redemption at Maturity

On April 15, 2021, the Issuer will redeem the Notes that have not been previously redeemed or purchased and cancelled at 100% of their principal amount plus accrued and unpaid interest thereon, if any, to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

Withholding Taxes

All payments made by the Issuer, any Guarantor or any successors thereto (a "Payor") on the Notes (including any Note Guarantee for the purposes of this covenant) will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("Taxes") unless the withholding or deduction of such Taxes is then required by law or by the official interpretation or administration thereof. If any deduction or withholding for, or on account of, any Taxes imposed or levied by or on behalf of:

(1) the government of the United Kingdom or any political subdivision or governmental authority thereof or therein having power to tax;

(2) the United States or any political subdivision or governmental authority thereof or therein having power to tax;

(3) any jurisdiction from or through which payment on the Notes is made, or any political subdivision or governmental authority thereof or therein having the power to tax; or

(4) any other jurisdiction in which a Payor is organized or otherwise considered to be a resident for tax purposes, or any political subdivision or governmental authority thereof or therein having the power to tax (each of clause (1), (2), (3) and (4), a "Relevant Taxing Jurisdiction"),

will at any time be required from any payments made with respect to the Notes, including payments of principal, redemption price, interest or premium, the Payor will pay (together with such payments) such additional amounts (the "Additional Amounts") as may be necessary in order that the net amounts received in respect of such payments by each holder of the Notes, as the case may be, after such withholding or deduction (including any such deduction or withholding from such Additional Amounts) equal the amounts which would have been received in respect of such payments in the absence of such

withholding or deduction; *provided*, *however*, that no such Additional Amounts will be payable with respect to:

(a) any Taxes that would not have been so imposed but for the existence of any present or former connection between the relevant holder or beneficial owner and the Relevant Taxing Jurisdiction imposing such Taxes (other than the mere ownership or holding of such Note or enforcement of rights thereunder or under the Indenture or the receipt of payments in respect thereof);

(b) any Taxes that would not have been so imposed if the holder had (i) made a declaration of non-residence or any other claim or filing for exemption to which it is entitled (*provided* that (A) such declaration of non-residence or other claim or filing for exemption is required by the applicable law of the Relevant Taxing Jurisdiction as a precondition to exemption from the requirement to deduct or withhold all or a part of any such Taxes and (B) at least 30 days prior to the first payment date with respect to which such declaration of non-residence or other claim or filing for exemption is required under the applicable law of the Relevant Taxing Jurisdiction, the relevant holder at that time has been notified (in accordance with the procedures set forth in the Indenture) by the Payor or any other person through whom payment may be made that a declaration of non-residence or other claim or filing for exemption is required to be made) or (ii) provided an Internal Revenue Service Form W-9 or applicable Internal Revenue Service Form W-8 (together with any required attachments and including any successor forms);

(c) any Taxes imposed by reason of such holder's past or present status as the actual or constructive owner of 10% or more of the total combined voting power of all classes of stock of the Issuer entitled to vote;

(d) any Taxes imposed on a holder by reason of its past or present status as a bank that acquired the Notes in consideration for an extension made pursuant to a loan agreement entered into in the ordinary course of its trade or business;

(e) any Note presented for payment (where presentation is required) more than 30 days after the relevant payment is first made available for payment to the holder (except to the extent that the holder would have been entitled to Additional Amounts had the Note been presented during such 30-day period);

(f) any Taxes that are payable otherwise than by withholding from a payment of the principal of, premium, if any, or interest on the Notes;

(g) any estate, inheritance, gift, sale, transfer, personal property or similar tax, assessment or other governmental charge;

(h) any withholding or deduction imposed on a payment to an individual and required to be made pursuant to the European Council Directive 2003/48/EC or any other directive implementing the conclusions of the ECOFIN meeting of November 26-27, 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such directive;

(i) any Taxes which could have been avoided by the presentation (where presentation is required) of the relevant Note to another Paying Agent in a member state of the European Union;

(j) all United States backup withholding taxes;

(k) any withholding or deduction imposed pursuant to (a) Sections 1471 through 1474 of the United States Internal Revenue Code of 1986 (as amended), as of the date of the indenture (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof, (b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the United States and any other jurisdiction, which (in either case) facilitates the implementation of (a) above or (c) any agreement pursuant to the implementation of (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction; or

(l) any combination of items (a) through (k) above.

Such Additional Amounts will also not be payable where, had the beneficial owner of the Note been the holder of the Note, it would not have been entitled to payment of Additional Amounts by reason of any of clauses (a) to (l) inclusive above.

The Payor will (i) make any required withholding or deduction and (ii) remit the full amount deducted or withheld to the Relevant Taxing Jurisdiction in accordance with applicable law. The Payor will use all reasonable efforts to obtain certified copies of tax receipts evidencing the payment of any Taxes so deducted or withheld from each Relevant Taxing Jurisdiction imposing such Taxes and will provide such certified copies (or, if certified copies are not available despite reasonable efforts of the Payor, other evidence of payment reasonably satisfactory to the Trustee) to each holder. The Payor will attach to each certified copy (or other evidence) a certificate stating (x) that the amount of withholding Taxes evidenced by the certified copy was paid in connection with payments in respect of the principal amount of Notes then outstanding and (y) the amount of such withholding Taxes paid per £1,000 or $1,000 principal amount of the Notes, as the case may be. Copies of such documentation will be available for inspection during ordinary business hours at the office of the Trustee by the holders of the Notes upon request and will be made available at the offices of the Paying Agent if the Notes are then listed on the Luxembourg Stock Exchange.

At least 30 days prior to each date on which any payment under or with respect to the Notes is due and payable (unless such obligation to pay Additional Amounts arises shortly before or after the 30th day prior to such date, in which case it shall be promptly thereafter), if the Payor will be obligated to pay Additional Amounts with respect to such payment, the Payor will deliver to the Trustee an Officers' Certificate stating the fact that such Additional Amounts will be payable, the amounts so payable and will set forth such other information necessary to enable the Trustee to pay such Additional Amounts to holders on the payment date. Each such Officers' Certificate shall be relied upon until receipt of a further Officers' Certificate addressing such matters. The Trustee shall be entitled to rely solely on each such Officers' Certificate as conclusive proof that such payments are necessary.

Wherever mentioned in the Indenture, the Notes or this Description of the Senior Secured Notes, in any context: (1) the payment of principal, (2) purchase prices in connection with a purchase of Notes, (3) interest, or (4) any other amount payable on or with respect to the Notes, such reference shall be deemed to include payment of Additional Amounts as described under this heading to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

The Payor will pay any present or future stamp, court or documentary taxes or any other excise or property taxes, charges or similar levies which arise in any jurisdiction from the execution, delivery or registration of any Notes or any other document or instrument referred to therein (other than a transfer of the Notes), or the receipt of any payments with respect to the Notes, excluding any such taxes, charges or similar levies imposed by any jurisdiction that is not a Relevant Taxing Jurisdiction or any jurisdiction in which a Paying Agent is located, other than those resulting from, or required to be paid in connection with, the enforcement of the Notes, the Security or any other such document or instrument following the occurrence of any Event of Default with respect to the Notes.

The foregoing obligations will survive any termination, defeasance or discharge of the Indenture and will apply *mutatis mutandis* to any jurisdiction in which any successor to a Payor is organized or any political subdivision or taxing authority or agency thereof or therein.

Certain Covenants

Other than the covenant below under the caption "*— Limitation on Activities of Newco Prior to the Debt Pushdown*" and "*— Completion of the Debt Pushdown*", the following covenants will not be applicable until the Debt Pushdown Date.

Limitation on Activities of Newco Prior to the Debt Pushdown

Notwithstanding any other provision of the Indenture, prior to the consummation of the Debt Pushdown:

(1) Newco will not engage in any business activity or undertake any other activity, except any activity: (a) relating to the offering, sale, or issuance of the Notes, lending or otherwise advancing or transferring the proceeds thereof to VM Secured Finance in connection with the Debt Pushdown, the Related Transactions, and any other activities in connection with the foregoing, including entering into Hedging Obligations with respect to the Notes, (b) undertaken with the purpose of, and directly related to, fulfilling any other obligations under the Indenture (including for the avoidance of doubt, any repurchase or purchase, repayment, redemption, prepayment of Indebtedness, in each case, as permitted by the Indenture), the Senior Secured Notes Escrow

Agreement and any other document relating to the Notes (including any Hedging Obligations in respect thereof) or relating to the Merger Agreement, (c) undertaken with the purpose of, and directly related to, fulfilling any obligation under the Merger Agreement or facilitating the transactions contemplated thereby including, without limitation, in connection with the release and retake of the Newco Share Pledge in accordance with the Indenture or (d) directly related or reasonably incidental to the establishment and/or maintenance of Newco's corporate existence;

(2) Newco shall not Incur any liabilities other than liabilities related to the Notes issued on the Issue Date, the Indenture and the Senior Secured Notes Escrow Agreement;

(3) Newco shall not transfer or assign any of its assets except pursuant to the Senior Secured Notes Escrow Agreement, or in connection with the Debt Pushdown;

(4) Newco shall not create, Incur or suffer to exist any Lien on any of its assets except pursuant to the Senior Secured Notes Escrow Agreement, or the Debt Pushdown;

(5) Newco shall not take or omit to take any action that would have the result of impairing the Liens created by the Newco Share Pledge and the Senior Secured Notes Escrowed Property (it being understood that (a) any release of the Newco Share Pledge in connection with any transfer of the shares of Newco to another Subsidiary of LGI in contemplation of the Debt Pushdown shall under no circumstances be deemed to materially impair any Lien created by the Newco Share Pledge, provided that such release is followed by the substantially concurrent grant of a new pledge by the direct Parent of Newco having at least equivalent priority over of the shares of Newco until such Lien is unconditionally released and discharged on completion of the Debt Pushdown as provided for in "*— Ranking of the Notes and Security Prior to the Debt Pushdown — Security — Newco Share Pledge"* and (b) any partial release of the Lien created by the Senior Secured Notes Escrow Agreement in connection with the Initial Release shall under no circumstances be deemed to materially impair any Lien created by the Senior Secured Notes Escrow Agreement); and

(6) for so long as any Notes are outstanding, Newco shall not commence or take any action or facilitate a winding-up, liquidation or other analogous proceeding in respect of Newco.

For the avoidance of doubt, following consummation of the Debt Pushdown, the foregoing covenant will be of no further force or effect.

Completion of Debt Pushdown

To the extent the Debt Pushdown has not been completed upon consummation of the Merger, each of Newco, VM Secured Finance, VM FinanceCo. and the Guarantors shall take all necessary actions so that the Debt Pushdown shall be fully completed as soon as reasonably practicable after consummation of the Merger and in any event within 30 Business Days of completion of the Merger.

Within 60 days of the earlier of (i) the date on which the Senior Credit Facility is secured by the Collateral and (ii) 60 days following the Merger Date, each Grantor shall take all necessary actions so that a Lien over the Collateral in respect of the Notes as described above under heading "*— Ranking of the Notes, Note Guarantees and Security upon Completion of the Debt Pushdown — Security*" has been granted to the Security Trustee on behalf of, and for the benefit of, the holders of the Notes pursuant to Security Documents as contemplated by the Indenture and shall (to the extent not already done) execute and deliver, or shall cause the execution and delivery, to the Security Trustee of the relevant assignment and such further or additional Security Documents in such form as the Security Trustee shall reasonably require creating an effective security interest over such Collateral on behalf of the holders of the Notes.

Upon completion of the Debt Pushdown, the Issuer shall provide the Trustee legal opinions from legal counsel as to such matters with respect to the Debt Pushdown as provided for in a form of opinion attached as an exhibit to the Senior Secured Notes Escrow Agreement.

Each Grantor shall, and shall procure that each of its respective Subsidiaries shall, at its own expense, execute and do all such acts and things and provide such assurances as the Security Trustee may reasonably require (i) for perfecting or protecting the security intended to be afforded by any Security Documents relating to the Collateral; and (ii) if such Security Documents have become enforceable, for facilitating the exercise of all powers, authorities and discretions vested in the Security Trustee or in any receiver of all or any part of the Collateral. Each Grantor shall, and shall procure that each of its respective Subsidiaries shall, execute all transfers, conveyances, assignments and releases of that property whether to the Security

Trustee or to its nominees and give all notices, orders and directions which the Security Trustee may reasonably request.

Change of Control

If a Change of Control shall occur at any time on or after the Merger Date, the Issuer shall, pursuant to the procedures described below and in the Indenture, offer (the "Change of Control Offer") to purchase all Notes in whole or in part in denominations of £100,000 and in integral multiples of £1,000 in excess thereof, in the case of the Sterling Notes and in denominations of $200,000 and in integral multiples of $1,000 in excess thereof, in the case of the Dollar Notes, at a purchase price (the "Change of Control Purchase Price") in cash in an amount equal to 101% of the principal amount of such Notes, plus any Additional Amounts and accrued and unpaid interest, if any, to the date of purchase (the "Change of Control Purchase Date") (subject to the rights of holders of record on relevant record dates to receive interest due on an interest payment date); provided, however, that the Issuer shall not be obliged to repurchase Notes as described under this subsection "— *Change of Control*" in the event and to the extent that it has unconditionally exercised its right to redeem all of the Notes as described under "— *Optional Redemption*" or all conditions to such redemption have been satisfied or waived. No such purchase in part shall reduce the principal amount at maturity of the Notes held by any holder to below £100,000, in the case of the Sterling Notes and $200,000, in the case of the Dollar Notes.

Unless the Issuer has unconditionally exercised its right to redeem all the Notes as described under "— *Optional Redemption*" or all conditions to such redemption have been satisfied or waived, within 30 days of any Change of Control, or, at the Issuer's option, at any time prior to a Change of Control following the public announcement thereof or if a definitive agreement is in place for the Change of Control, the Issuer shall notify the Trustee thereof and give written notice of such Change of Control to each holder of Notes by first-class mail, postage prepaid, at such holder's address appearing in the security register, stating, among other things:

- that a Change of Control has occurred and the date of such event;
- the circumstances and relevant facts regarding such Change of Control (including, but not limited to, applicable information with respect to *pro forma* historical income, cash flow and capitalization after giving effect to the Change of Control);
- the purchase price and the purchase date which shall be fixed by the Issuer on a Business Day no earlier than 10 days nor later than 60 days from the date such notice is mailed, or such later date as is necessary to comply with requirements under the Exchange Act;
- that any Note not tendered will continue to accrue interest and unless the Issuer defaults in payment of the Change of Control Purchase Price, any Notes accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest after the Change of Control Purchase Date; and
- certain other procedures that a holder of Notes must follow to accept a Change of Control Offer or to withdraw such acceptance.

The Issuer shall cause to be published the notice described above in a leading newspaper having a general circulation in London (which is expected to be the *Financial Times*) or through the newswire service of Bloomberg (or if Bloomberg does not then operate, any similar agency). In addition, if and for so long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted for trading on the Euro MTF Market and the rules of the Luxembourg Stock Exchange so require, the Company will publish a public announcement with respect to the results of any Change of Control Offer in a leading newspaper of general circulation in Luxembourg or, to the extent and in the manner permitted by such rules, post such notice on the official website of the Luxembourg Stock Exchange. The ability of the Issuer to repurchase Notes pursuant to a Change of Control Offer may be limited by a number of factors. See "*Risk Factors — Risks Relating to the Senior Secured Notes and Senior Notes — We may not be able to obtain the funds required to repurchase the Senior Secured Notes and the Senior Notes upon a change of control*".

The Trustee will promptly authenticate and deliver a new note or notes equal in principal amount to any unpurchased portion of Notes surrendered, if any, to the holder of Notes in global form or to each holder of certificated notes; *provided* that each such new note will be in a principal amount of £100,000 or $200,000 and in integral multiples of £1,000 or $1,000 in excess thereof. The Issuer will publicly announce

the results of the Change of Control Offer on or as soon as practicable after the Change of Control Purchase Date.

The Issuer will not be required to make a Change of Control Offer following a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Issuer and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

The term "all or substantially all" as used in the definition of "Change of Control" has not been interpreted under New York law (which is the governing law of the Indenture) to represent a specific quantitative test. As a consequence, in the event the holders of the Notes elect to exercise their rights under the Indenture and the Issuer elects to contest such election, there could be no assurance as to how a court interpreting New York law would interpret the phrase.

The provisions of the Indenture will not afford holders of the Notes the right to require the Issuer to repurchase the Notes in the event of a highly leveraged transaction, certain transactions with the Company's management or their Affiliates or certain other sale transactions, including a reorganization, restructuring, merger or similar transaction (including, in certain circumstances, an acquisition of the Company by management or its affiliates) involving the Issuer that may adversely affect holders of the Notes, if such transaction is not a transaction defined as a Change of Control.

The provisions under the Indenture related to the Issuer's obligation to make an offer to repurchase the Notes as a result of a Change of Control may be waived or modified with the written consent of the holders of a majority in principal amount of the Notes prior to the occurrence of a Change of Control.

The Issuer will comply with the applicable tender offer rules, including Rule 14e-1 under the Exchange Act, and any other applicable securities laws or regulations in connection with a Change of Control Offer. To the extent that the provisions of any applicable securities laws or regulations conflict with the provisions of this covenant (other than the obligation to make an offer pursuant to this covenant), the Issuer will comply with the securities laws and regulations and will not be deemed to have breached its obligations described in this covenant by virtue thereof.

Limitation on Indebtedness

The Company will not, and will not permit any of the Restricted Subsidiaries to, Incur any Indebtedness (including Acquired Indebtedness); *provided*, *however*, that the Company and any Restricted Subsidiary may Incur Indebtedness (including Acquired Indebtedness) if on the date of such Incurrence and after giving effect thereto on a *pro forma* basis the Consolidated Leverage Ratio for the Company and the Restricted Subsidiaries would not exceed 4.00 to 1.00.

The first paragraph of this covenant will not prohibit the Incurrence of the following Indebtedness:

(1) Indebtedness of the Company and any of the Restricted Subsidiaries under Credit Facilities in the aggregate principal amount at any one time outstanding not to exceed an amount equal to £3,500 million; plus, in the case of any refinancing of any Indebtedness permitted under this clause (1) or any portion thereof, the aggregate amount of fees, underwriting discounts, premiums and other costs and expenses Incurred in connection with such refinancing;

(2) Indebtedness of the Company owing to and held by any Restricted Subsidiary (other than a Receivables Entity) or Indebtedness of a Restricted Subsidiary owing to and held by the Company or any other Restricted Subsidiary (other than a Receivables Entity); *provided*, *however*, that:

   (a) any subsequent issuance or transfer of Capital Stock or any other event which results in any such Indebtedness being beneficially held by a Person other than the Company or a Restricted Subsidiary (other than a Receivables Entity); and

   (b) any sale or other transfer of any such Indebtedness to a Person other than the Company or a Restricted Subsidiary (other than a Receivables Entity),

   shall be deemed, in each case, to constitute an Incurrence of such Indebtedness by the Company or such Restricted Subsidiary, as the case may be; provided, further, that, if the Issuer or the Company is the obligor on such Indebtedness, such Indebtedness is expressly subordinated to the prior payment in full in cash of all obligations of the Issuer with respect to the Notes or the Company with respect to its Note Guarantee, as the case may be;

(3) (a) Indebtedness of the Issuer represented by the Notes (other than any Additional Notes issued after the Issue Date), (b) Indebtedness of the Guarantors represented by the Note Guarantees and (c) Indebtedness represented by the Security Documents;

(4) any Indebtedness (other than the Indebtedness described in clauses (1), (2), (3) and (15)(a)) outstanding on the Issue Date; provided that any Indebtedness outstanding on the Issue Date under the Existing Credit Facility will be repaid in full upon completion of the Debt Pushdown;

(5) any Refinancing Indebtedness Incurred in respect of any Indebtedness described in clause (3), clause (4), this clause (5), clause (6) or clause (15) or Incurred pursuant to the first paragraph of this covenant;

(6) Indebtedness of the Company or a Restricted Subsidiary (i) Incurred and outstanding on the date on which such Restricted Subsidiary was acquired by the Company or is merged, consolidated, amalgamated or otherwise combined with (including pursuant to any acquisition of assets and assumption of related liabilities) the Company or any Restricted Subsidiary or (ii) Incurred to provide all or a portion of the funds utilized to consummate the transaction or series of related transactions pursuant to which such Person became a Restricted Subsidiary or was otherwise acquired by the Company or a Restricted Subsidiary; *provided*, *however*, that with respect to this clause (6), immediately following the consummation of the acquisition of such Restricted Subsidiary by the Company or such other transaction, (x) the Company and Restricted Subsidiaries would have been able to Incur £1.00 of additional Indebtedness pursuant to the first paragraph of this covenant after giving pro forma effect to the relevant acquisition or other transaction and the Incurrence of such Indebtedness pursuant to this clause (6) or (y) the Consolidated Leverage Ratio of the Company would not be greater than immediately prior to such acquisition or such other transaction;

(7) Indebtedness under Currency Agreements and Interest Rate Agreements entered into for *bona fide* hedging purposes of the Company and the Restricted Subsidiaries and not for speculative purposes (as determined in good faith by the Board of Directors or senior management of the Company) or VM FinanceCo to the extent the Indebtedness in respect of such Currency Agreements or Interest Rate Agreements is guaranteed by the Company or a Restricted Subsidiary;

(8) Indebtedness Incurred after the Issue Date consisting of (A) Capitalized Lease Obligations, mortgage financings, Purchase Money Obligations or other financings, Incurred for the purpose of financing all or any part of the purchase price or cost of design, construction, installation or improvement of property used or useful in the business of the Company or such Restricted Subsidiary or (B) Indebtedness otherwise Incurred to finance the purchase, lease, rental or cost of design, construction, installation or improvement of property (real or personal) or equipment that is used or useful in the business of the Company or such Restricted Subsidiary, whether through the direct purchase of assets or the Capital Stock of any Person owning such assets, and any Refinancing Indebtedness which refinances, replaces or refunds such Indebtedness, in an aggregate outstanding principal amount which, when taken together with the principal amount of all other Indebtedness Incurred pursuant to this clause (8) will not exceed the greater of (i) £200.0 million and (ii) 2.75% of Total Assets at any time outstanding so long as such Indebtedness exists on the date of such purchase, design, construction, installation or improvement, or is created within 270 days thereafter;

(9) Indebtedness in respect of (a) workers' compensation claims, self-insurance obligations, performance, bid, indemnity, surety, judgment, appeal, advance payment, customs, VAT or other tax or other guarantees or other similar bonds, instruments or obligations and completion guarantees and warranties provided by the Company or a Restricted Subsidiary or relating to liabilities, obligations or guarantees Incurred in the ordinary course of business, (b) letters of credit, bankers' acceptances, guarantees or other similar instruments or obligations issued or relating to liabilities or obligations Incurred in the ordinary course of business, (c) the financing of insurance premiums in the ordinary course of business and (d) any customary cash management, cash pooling or netting or setting off arrangements in the ordinary course of business;

(10) Indebtedness arising from agreements of the Company or a Restricted Subsidiary providing for indemnification, obligations in respect of earn-outs or adjustment of purchase price or similar

obligations, in each case, Incurred or assumed in connection with the disposition of any business, assets or Capital Stock of a Restricted Subsidiary, *provided* that the maximum aggregate liability in respect of all such Indebtedness shall at no time exceed the gross proceeds (including the fair market value of non-cash proceeds) actually received by the Company and the Restricted Subsidiaries in connection with such disposition;

(11) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business, *provided*, *however*, that such Indebtedness is extinguished within thirty Business Days of Incurrence;

(12) guarantees by the Issuer or any Guarantor of Indebtedness or any other obligation or liability of the Company or any Restricted Subsidiary (other than of any Indebtedness Incurred by the Company or Restricted Subsidiary in violation of this covenant); *provided, however*, that if the Indebtedness being guaranteed is subordinated in right of payment to the Notes or any Note Guarantee, then such guarantee shall be subordinated substantially to the same extent as the relevant Indebtedness guaranteed;

(13) Indebtedness of the Company and the Restricted Subsidiaries in any Qualified Receivables Transaction;

(14) Subordinated Shareholder Loans Incurred by the Company;

(15) Indebtedness of the Issuer, the Company or any Subsidiary Guarantor Incurred pursuant to (a) the guarantees of the Existing Senior Notes, the Senior Notes issued on or before the Issue Date and the Senior Bridge Facility, and (b) any guarantees of other Indebtedness of VM FinanceCo or any other Parent Guarantor *provided* that for purposes of this clause (b): (i) on the date of such Incurrence and after giving effect thereto on a *pro forma* basis the Consolidated Leverage Ratio for the Company would not exceed 5.00 to 1.00 (for the avoidance of doubt, outstanding Indebtedness for the purpose of calculating the Consolidated Leverage Ratio under this clause (b) shall include any Indebtedness represented by guarantees by the Company or any of the Restricted Subsidiaries of Indebtedness of VM FinanceCo or any other Parent Guarantor) and (ii) such guarantees shall be subordinated to the Notes and the Subsidiary Guarantees pursuant to the Intercreditor Deeds or any Additional Intercreditor Deed to substantially the same extent, and on substantially the same terms, as the guarantees of the Existing Senior Notes and the Senior Notes are subordinated to the Notes and the Subsidiary Guarantees on the Issue Date pursuant to the terms of the Intercreditor Deeds;

(16) Indebtedness of the Company or any Restricted Subsidiary in an aggregate outstanding principal amount which, when taken together with any Refinancing Indebtedness in respect thereof and the principal amount of all other Indebtedness Incurred pursuant to this clause (16) and then outstanding, will not exceed 100% of the Net Cash Proceeds received by the Company from the issuance or sale (other than to the Company or a Restricted Subsidiary) of its Capital Stock or otherwise contributed to the equity of the Company, in each case, subsequent to the Issue Date (and in each case, other than through the issuance of Disqualified Stock, Preferred Stock, an Excluded Contribution or in connection with the Debt Pushdown); provided, however, that (i) any such Net Cash Proceeds that are so received or contributed shall be excluded for purposes of making Restricted Payments under clauses 4(c)(ii) and 4(c)(iii) of the first paragraph and clause (1) of the third paragraph of the covenant described below under "— *Limitation on Restricted Payments*" to the extent the Company or any Restricted Subsidiary Incurs Indebtedness in reliance thereon and (ii) any Net Cash Proceeds that are so received or contributed shall be excluded for purposes of Incurring Indebtedness pursuant to this clause (16) to the extent the Company or any Restricted Subsidiary makes a Restricted Payment under clauses 4(c)(ii) and 4(c)(iii) of the first paragraph and clauses (1) of the third paragraph of the covenant described below under "— *Limitation on Restricted Payments*" in reliance thereon;

(17) Indebtedness of the Company, the Issuer or any other Restricted Subsidiary relating to any VAT liabilities or deferral of PAYE taxes with the agreement of the U.K. HM Revenue and Customs (including Guarantees by a Restricted Subsidiary in favor of the U.K. HM Revenue and Customs in connection with the U.K. tax liability of the Company or any Restricted Subsidiary (including, without limitation, any VAT liabilities));

(18) in addition to the items referred to in clauses (1) through (17) above, Indebtedness of the Company and any of the Restricted Subsidiaries in an aggregate outstanding principal amount which, when taken together with the principal amount of all other Indebtedness Incurred pursuant to this clause (17) and then outstanding, will not exceed the greater of (i) £300.0 million and (ii) 3.0% of Total Assets at any time outstanding; and

(19) any Indebtedness of the Company and any Restricted Subsidiary Incurred after the Issue Date and before the Merger Date to the extent such Indebtedness is permitted under the Merger Agreement in effect as of the Issue Date.

For purposes of determining compliance with, and the outstanding principal amount of any particular Indebtedness Incurred pursuant to and in compliance with, this covenant:

(1) in the event that Indebtedness meets the criteria of more than one of the types of Indebtedness described in the first and second paragraphs of this covenant, the Company, in its sole discretion, will classify and, from time to time, may reclassify such Indebtedness, in any manner that complies with this covenant and such item of Indebtedness will be treated as having been Incurred pursuant to only one of such clauses of the second paragraph of this covenant or pursuant to the first paragraph of this covenant;

(2) any Indebtedness under the Senior Credit Facility and the Senior Secured Bridge Facility outstanding on the Debt Pushdown Date will be deemed to have been Incurred under clause (1) of the second paragraph of this covenant on such date and may not be reclassified;

(3) guarantees of, or obligations in respect of letters of credit relating to, Indebtedness which is otherwise included in the determination of a particular amount of Indebtedness shall not be included;

(4) if obligations in respect of letters of credit are Incurred pursuant to any Credit Facility and are being treated as Incurred pursuant to clause (1) of the second paragraph above and the letters of credit relate to other Indebtedness, then such other Indebtedness shall not be included;

(5) the principal amount of any Disqualified Stock of the Company, or Preferred Stock of a Restricted Subsidiary, will be equal to the greater of the maximum mandatory redemption or repurchase price (not including, in either case, any redemption or repurchase premium) or the liquidation preference thereof;

(6) Indebtedness permitted by this covenant need not be permitted solely by reference to one provision permitting such Indebtedness but may be permitted in part by one such provision and in part by one or more other provisions of this covenant permitting such Indebtedness; and

(7) the amount of Indebtedness issued at a price that is less than the principal amount thereof will be equal to the amount of the liability in respect thereof determined in accordance with GAAP.

Accrual of interest, accrual of dividends, the accretion of accreted value, the accretion or amortization of original issue discount, the payment of interest or dividends in the form of additional Indebtedness, Preferred Stock or Disqualified Stock and increases in the amount of Indebtedness due to a change in accounting principles will not be deemed to be an Incurrence of Indebtedness for purposes of this covenant. The amount of any Indebtedness outstanding as of any date shall be (i) the accreted value thereof in the case of any Indebtedness issued with original issue discount and (ii) the principal amount or liquidation preference thereof, together with any interest thereon that is more than 30 days past due, in the case of any other Indebtedness.

In addition, the Company will not permit any of its Unrestricted Subsidiaries to Incur any Indebtedness or issue any shares of Disqualified Stock, other than Non-Recourse Debt. If at any time an Unrestricted Subsidiary becomes a Restricted Subsidiary, any Indebtedness of such Subsidiary shall be deemed to be Incurred by a Restricted Subsidiary of the Company as of such date (and, if such Indebtedness is not permitted to be Incurred as of such date under this "— *Limitation on Indebtedness*" covenant, the Company shall be in Default of this covenant).

For purposes of determining compliance with any sterling-denominated restriction on the Incurrence of Indebtedness, the Sterling Equivalent principal amount of Indebtedness denominated in a foreign currency shall be (1) calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was Incurred, in the case of term Indebtedness, or first committed, in the case of revolving credit Indebtedness; provided that if such Indebtedness is Incurred to refinance other Indebtedness

denominated in a foreign currency, and such refinancing would cause the applicable sterling-dominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such sterling-dominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced and (2) if and for so long as any such Indebtedness is subject to an agreement intended to protect against fluctuations in currency exchange rates with respect to the currency in which such Indebtedness is denominated covering principal and interest on such Indebtedness, the swapped rate of such Indebtedness as of the date of the applicable swap. Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that the Company and the Restricted Subsidiaries may Incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in the exchange rate of currencies. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such Refinancing Indebtedness is denominated that is in effect on the date of such refinancing.

The Company will not Incur, and will not permit the Issuer or any Guarantor to Incur, any Indebtedness that is contractually subordinated in right of payment to any other Indebtedness of the Company, the Issuer or any Guarantor unless such Indebtedness is also contractually subordinated in right of payment to the Notes and, if applicable, the Guarantee of the person Incurring such Indebtedness, on substantially identical terms (as determined in good faith by the Board of Directors or senior management of the Company); provided, however, that no Indebtedness will be deemed to be contractually subordinated in right of payment to any other Indebtedness of the Company, the other Issuer, any Guarantor or any other Restricted Subsidiary solely by virtue of being unsecured or secured on a junior Lien basis or by virtue of not being Guaranteed or by virtue of the application of waterfall or other payment ordering provisions affecting different tranches of Indebtedness.

Limitation on Restricted Payments

The Company will not, and will not permit any of the Restricted Subsidiaries, directly or indirectly:

(1) to declare or pay any dividend or make any distribution on or in respect of its Capital Stock (including any payment in connection with any merger or consolidation involving the Company or any of the Restricted Subsidiaries) except:

  (a) dividends or distributions payable in Capital Stock of the Company (other than Disqualified Stock) or Subordinated Shareholder Loans; and

  (b) dividends or distributions payable to the Company or a Restricted Subsidiary (and if such Restricted Subsidiary is not a Wholly Owned Subsidiary of the Company, to its other holders of common Capital Stock on a pro rata basis);

(2) to purchase, redeem, retire or otherwise acquire for value any Capital Stock of the Company or any Parent of the Company or any Affiliate Guarantor held by Persons other than the Company or a Restricted Subsidiary;

(3) to purchase, repurchase, redeem, defease or otherwise acquire or retire for value, prior to scheduled maturity, scheduled repayment or scheduled sinking fund payment, any Subordinated Obligations (other than (x) the purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Obligations purchased in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of purchase, repurchase, redemption, defeasance or other acquisition or retirement or (y) Indebtedness permitted under clause (2) of the second paragraph under the covenant described under "— *Limitation on Indebtedness*"); or

(4) to make any Restricted Investment in any Person;

(any such dividend, distribution, purchase, redemption, repurchase, defeasance, other acquisition, retirement or Restricted Investment referred to in clauses (1) through (4) is referred to herein as a "Restricted Payment"), if at the time the Company or such Restricted Subsidiary makes such Restricted Payment:

  (a) a Default shall have occurred and be continuing (or would result therefrom); or

(b) the Company and the Restricted Subsidiaries are not able to Incur an additional £1.00 of Indebtedness pursuant to the first paragraph under the covenant described under "*— Limitation on Indebtedness*", after giving effect, on a *pro forma* basis, to such Restricted Payment; or

(c) the aggregate amount of such Restricted Payment and all other Restricted Payments (the amount so expended, if other than in cash, to be determined in good faith by the Board of Directors or senior management of the Company) declared or made subsequent to July 25, 2006 and not returned or rescinded would exceed the sum of:

(i) 50% of Consolidated Net Income for the period (treated as one accounting period) from the beginning of the first fiscal quarter commencing after July 25, 2006 to the end of the most recent fiscal quarter ending prior to the date of such Restricted Payment for which financial statements are available (or, in case such Consolidated Net Income is a deficit, minus 100% of such deficit);

(ii) 100% of the aggregate Net Cash Proceeds and the fair market value, as determined in good faith by the Board of Directors or senior management of the Company, of marketable securities, or other property or assets, received by the Company from the issue or sale of its Capital Stock (other than Disqualified Stock) or Subordinated Shareholder Loans or other capital contributions subsequent to July 25, 2006 (other than (x) Net Cash Proceeds received from an issuance or sale of such Capital Stock to the Company or a Restricted Subsidiary or an employee stock ownership plan, option plan or similar trust to the extent such sale to an employee stock ownership plan or similar trust is financed by loans from or guaranteed by the Company or any Restricted Subsidiary unless such loans have been repaid with cash on or prior to the date of determination, (y) Excluded Contributions or (z) other capital contributions received in connection with the Debt Pushdown);

(iii) 100% of the aggregate Net Cash Proceeds and the fair market value, as determined in good faith by the Board of Directors or senior management of the Company, of marketable securities, or other property or assets, received by the Company or any Restricted Subsidiary from the issuance or sale (other than to the Company or a Restricted Subsidiary) by the Company or any Restricted Subsidiary subsequent to July 25, 2006 of any Indebtedness that has been converted into or exchanged for Capital Stock of the Company (other than Disqualified Stock) or Subordinated Shareholder Loans;

(iv) the amount equal to the net reduction in Restricted Investments made by the Company or any of the Restricted Subsidiaries subsequent to July 25, 2006 resulting from:

(A) repurchases, redemptions or other acquisitions or retirements of any such Restricted Investment, proceeds realized upon the sale or other disposition to a Person other than the Company or a Restricted Subsidiary of any such Restricted Investment, repayments of loans or advances or other transfers of assets (including by way of dividend, distribution, interest payments or returns of capital) to the Company or any Restricted Subsidiary; or

(B) the redesignation of Unrestricted Subsidiaries as Restricted Subsidiaries (valued, in each case, as provided in the definition of "Investment") not to exceed, in the case of any Unrestricted Subsidiary, the amount of Investments previously made by the Company or any Restricted Subsidiary in such Unrestricted Subsidiary,

which amount in each case under this clause (iv) was included in the calculation of the amount of Restricted Payments; *provided*, *however*, that no amount will be included in Consolidated Net Income for the purposes of the preceding clause (i) to the extent that it is (at the Company's option) included under this clause (iv);

(v) without duplication of amounts included in clause (iv), the amount by which Indebtedness of the Company is reduced on the Company's Consolidated balance sheet upon the conversion or exchange of any Indebtedness of the Company issued after July 25, 2006, which is convertible or exchangeable for Capital Stock (other than Disqualified Stock) of the Company issued to Persons not including the Company (less

the amount of any cash or the Fair Market Value of other property or assets distributed by the Company upon such conversion or exchange); and

(vi) 100% of the Net Cash Proceeds and the fair market value (as determined in accordance with the next succeeding paragraph) of marketable securities, or other property or assets, received by the Company or any of the Restricted Subsidiaries in connection with: (A) the sale or other disposition (other than to the Company or a Restricted Subsidiary or an employee stock ownership plan or trust established by the Company or any Subsidiary of the Company for the benefit of its employees to the extent funded by the Company or any Restricted Subsidiary) of Capital Stock of an Unrestricted Subsidiary; and (B) any dividend or distribution made by an Unrestricted Subsidiary to the Company or a Restricted Subsidiary; provided, however, that no amount will be included in Consolidated Net Income for the purposes of the preceding clause (i) to the extent that it is (at the Company's option) included under this clause (vi).

For purposes of calculating the aggregate amount of Restricted Payments under clause 4(c) above declared or made subsequent to July 25, 2006 and prior to the date of the Indenture, any Restricted Payment which was not included in the calculation of the amount of Restricted Payments under Section 4.07(a)(C) of the 2006 Indenture shall also not be included in such calculation under clause 4(c) above.

The fair market value of property or assets other than cash covered by the preceding sentence shall be the fair market value thereof as determined in good faith by the Board of Directors or senior management of the Company.

The provisions of the preceding paragraph will not prohibit:

(1) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Capital Stock, Disqualified Stock, Subordinated Shareholder Loans or Subordinated Obligations of the Company made by exchange (including any such exchange pursuant to the exercise of a conversion right or privilege in connection with which cash is paid in lieu of the issuance of fractional shares) for, or out of the proceeds of the sale within 90 days of, Capital Stock of the Company (other than Disqualified Stock or Capital Stock issued or sold to a Subsidiary or an employee stock ownership plan or similar trust to the extent such sale to an employee stock ownership plan or similar trust is financed by loans from or guaranteed by the Company or any Restricted Subsidiary unless such loans have been repaid with cash on or prior to the date of determination), Subordinated Shareholder Loans or a substantially concurrent capital contribution to the Company (other than in connection with the Debt Pushdown); *provided*, *however*, that (a) such purchase, repurchase, redemption, defeasance, acquisition or retirement will be excluded in subsequent calculations of the amount of Restricted Payments and (b) the Net Cash Proceeds from such sale or issuance of Capital Stock or Subordinated Shareholder Loans or from such capital contribution will be excluded from clause (c)(ii) of the preceding paragraph;

(2) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Obligations of the Company or a Restricted Subsidiary made by exchange for, or out of the proceeds of the substantially concurrent sale of, Subordinated Obligations of the Company or such Restricted Subsidiary that is permitted to be Incurred pursuant to the covenant described under "— *Limitation on Indebtedness*" and that in each case constitutes Refinancing Indebtedness; *provided*, *however*, that such purchase, repurchase, redemption, defeasance, acquisition or retirement will be excluded in subsequent calculations of the amount of Restricted Payments;

(3) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Disqualified Stock of the Company or a Restricted Subsidiary made by exchange for, or out of the proceeds of the sale within 90 days of, Disqualified Stock of the Company or such Restricted Subsidiary, as the case may be, that, in each case, is permitted to be Incurred pursuant to the covenant described under "— *Limitation on Indebtedness*" and that in each case constitutes Refinancing Indebtedness; *provided*, *however*, that such purchase, repurchase, redemption, defeasance, acquisition or retirement will be excluded in subsequent calculations of the amount of Restricted Payments;

(4) dividends paid within 60 days after the date of declaration if at such date of declaration such dividend would have complied with this provision; *provided*, *however*, that such dividends will be included in subsequent calculations of the amount of Restricted Payments;

(5) the purchase, repurchase, defeasance, redemption or other acquisition, cancellation or retirement for value of Capital Stock, or options, warrants, equity appreciation rights or other rights to purchase or acquire Capital Stock of the Company or any Restricted Subsidiary or any parent of the Company held by any existing or former employees or management of the Company or any Subsidiary of the Company or their assigns, estates or heirs, in each case in connection with the repurchase provisions under employee stock option or stock purchase agreements or other agreements to compensate management employees; *provided* that such redemptions or repurchases pursuant to this clause will not exceed an amount equal to £20.0 million in the aggregate during any calendar year (with any unused amounts in any preceding calendar year being carried over to the succeeding calendar year); *provided*, *however*, that the amount of any such repurchase or redemption will be included in subsequent calculations of the amount of Restricted Payments;

(6) the declaration and payment of dividends to holders of any class or series of Disqualified Stock, or of any Preferred Stock of a Restricted Subsidiary, Incurred in accordance with the terms of the covenant described under "— *Limitation on Indebtedness*" above;

(7) purchases, repurchases, redemptions, defeasance or other acquisitions or retirements of Capital Stock deemed to occur upon the exercise of stock options, warrants or other convertible securities if such Capital Stock represents a portion of the exercise price thereof; *provided*, *however*, that such repurchases will be excluded from subsequent calculations of the amount of Restricted Payments;

(8) the purchase, repurchase, redemption, defeasance or other acquisition or retirement for value of any Subordinated Obligation:

  (a) at a purchase price not greater than 101% of the principal amount of such Subordinated Obligation in the event of a Change of Control in accordance with provisions similar to the "— *Change of Control*" covenant;

  (b) at a purchase price not greater than 100% of the principal amount thereof in accordance with provisions similar to the "— *Limitation on Sales of Assets and Subsidiary Stock*" covenant; *provided* that, prior to or simultaneously with such purchase, repurchase, redemption, defeasance or other acquisition or retirement, the Issuer has made the Change of Control Offer or Asset Disposition Offer, as applicable, as provided in such covenant with respect to the Notes and have completed the repurchase or redemption of all Notes validly tendered for payment in connection with such Change of Control Offer or Asset Disposition Offer; and *provided*, *further*, that such purchase, redemption or other acquisition will be excluded from subsequent calculations of the amount of Restricted Payments; or

  (c) (i) consisting of Acquired Indebtedness (other than Indebtedness Incurred (A) to provide all or any portion of the funds utilized to consummate the transaction or series of related transactions pursuant to which such Person became a Restricted Subsidiary or was otherwise acquired by the Issuer or a Restricted Subsidiary or (B) otherwise in connection with or contemplation of such acquisition) and (ii) at a purchase price not greater than 100% of the principal amount of such Subordinated Obligation plus accrued and unpaid interest and any premium required by the terms of any Acquired Indebtedness;

(9) dividends, loans, advances or distributions to any Parent or other payments by the Company or any Restricted Subsidiary in amounts equal to:

  (i) the amounts required for any Parent to pay Parent Expenses;

  (ii) the amounts required for any Parent to pay Public Offering Expenses or fees and expenses related to any other equity or debt offering of such Parent that are directly attributable to the operation of the Company and the Restricted Subsidiaries;

  (iii) the amounts required for any Parent to pay Related Taxes or, without duplication, pursuant to the Tax Sharing Agreement; and

(iv) amounts constituting payments satisfying the requirements of clauses (11) and (12) of the second paragraph of the covenant described under "— *Limitation on Affiliate Transactions*",

provided, that such dividends, loans, advances, distributions or other payments will be excluded from subsequent calculations of the amount of Restricted Payments;

(10) Investments in an aggregate amount outstanding at any time not to exceed the aggregate cash amount of Excluded Contributions, or consisting of non-cash Excluded Contributions, or Investments in exchange for or using as consideration Investments previously made under this clause, *provided* that the amount of such Investments will be excluded from subsequent calculations of the amount of Restricted Payments;

(11) payments by the Company, or loans, advances, dividends or distributions to any parent company of the Company to make payments to holders of Capital Stock of the Company or any parent company of the Company in lieu of the issuance of fractional shares of such Capital Stock; *provided* that the net amount of such payments will be excluded from subsequent calculations of the amount of Restricted Payments;

(12) [Reserved];

(13) so long as no Default or Event of Default of the type specified in clauses (1) or (2) under "— *Events of Default*" has occurred and is continuing, any Restricted Payment to the extent that, after giving *pro forma* effect to any such Restricted Payment, the Consolidated Leverage Ratio for the Company would not exceed 4.00 to 1.00, *provided* that the net amount of such payments will be included in subsequent calculations of the amount of Restricted Payments;

(14) Restricted Payments in an aggregate amount at any time outstanding, when taken together with all other Restricted Payments made pursuant to this clause (14), not to exceed £85.0 million in the aggregate in any calendar year (with any unused amounts in any preceding calendar year being carried over to the succeeding calendar year); *provided* that the amount of such Restricted Payments will be included in subsequent calculations of the amount of Restricted Payments;

(15) payments permitted by the Intercreditor Deeds or any Additional Intercreditor Deed for purposes of making corresponding payments on (i) the Convertible Senior Notes, the Existing Senior Notes and the Senior Notes and other Indebtedness of VM FinanceCo or any other Parent Guarantor that is guaranteed by the Company or any of the Restricted Subsidiaries pursuant to clause (15) of the second paragraph of the covenant described under " — *Limitation on Indebtedness*" above and (ii) any other Indebtedness of Virgin Media or any of its Subsidiaries provided that the net proceeds of any such other Indebtedness described in clause (ii) are or were (A) used in the prepayment, repayment, redemption, defeasance, retirement or purchase of the Convertible Senior Notes, the Existing Senior Notes, the Senior Notes, other Indebtedness of VM FinanceCo or any other Parent Guarantor that is guaranteed by the Company or any of the Restricted Subsidiaries pursuant to clause (15) of the second paragraph of the covenant described under "— *Limitation on Indebtedness*" above or any Indebtedness of the Company or any Restricted Subsidiary, in each case, in whole or in part, or (B) contributed to or otherwise loaned or transferred to the Company or any Restricted Subsidiary; *provided, however*, that the amount of such payments will be excluded in subsequent calculations of the amount of Restricted Payments;

(16) [Reserved];

(17) following a Public Offering of the Company or any Parent, the declaration and payment by the Company or such Parent, or the making of any cash payments, advances, loans, dividends or distributions to any Parent to pay, dividends or distributions on the Capital Stock, common stock or common equity interests of the Company or any Parent; *provided* that the aggregate amount of all such dividends or distributions under this clause (17) shall not exceed in any fiscal year the greater of (a) 6% of the Net Cash Proceeds received from such Public Offering or subsequent Equity Offering by the Company or contributed to the capital of the Company by any direct or indirect parent company of the Company in any form other than Indebtedness or Excluded Contributions and (b) following the Initial Public Offering, an amount equal to the greater of (i) 7% of the Market Capitalization and (ii) 7% of the IPO Market Capitalization, *provided* that after giving *pro forma* effect to the payment of any such dividend or making of any such distribution, the Consolidated Leverage Ratio of the Company and the Restricted Subsidiaries

would not exceed 4.00 to 1.00; *provided* that the amount of such Restricted Payments will be included in subsequent calculations of the amount of Restricted Payments;

(18) after the designation of any Restricted Subsidiary as an Unrestricted Subsidiary, distributions (including by way of dividend) consisting of cash, Capital Stock or property or other assets of such Unrestricted Subsidiary that in each case is held by the Company, the Issuer or any Restricted Subsidiary; provided, however, that (x) such distribution or disposition shall include the concurrent transfer of all liabilities (contingent or otherwise) attributable to the property or other assets being transferred; (y) any property or other assets received from any Unrestricted Subsidiary (other than Capital Stock issued by any Unrestricted Subsidiary) may be transferred by way of distribution or disposition pursuant to this clause (18) only if such property or other assets, together with all related liabilities, is so transferred in a transaction that is substantially concurrent with the receipt of the proceeds of such distribution or disposition by the Company or such Restricted Subsidiary; and (z) such distribution or disposition shall not, after giving effect to any related agreements, result nor be likely to result in any material liability, tax or other adverse consequences to the Company and the Restricted Subsidiaries on a consolidated basis; provided further, however, that such distributions will be excluded from the calculation of the amount of Restricted Payments, it being understood that proceeds from the disposition of any cash, Capital Stock or property or other assets of an Unrestricted Subsidiary that are so distributed will not increase the amount of Restricted Payments permitted under clause (c)(iv) of the preceding paragraph above;

(19) any Restricted Payment on common stock of the Company or any Affiliate Guarantor up to £60 million per year; *provided*, in each case, that such Restricted Payments will be included in the calculation of the amount of Restricted Payments;

(20) [Reserved];

(21) any Business Division Transaction, provided, that after giving pro forma effect thereto, the Company could Incur at least £1.00 of additional Indebtedness under the first paragraph of the covenant described under "— *Limitation on Indebtedness*"; *provided* that the amount of such Restricted Payments will be excluded from the calculation of Restricted Payments;

(22) any prepayment, repayment, repurchase, redemption, retirement, defeasance or other acquisition for value of the Senior Notes, the Existing Senior Notes and other Indebtedness of VM FinanceCo or any other Parent Guarantor that is guaranteed by the Company or any of the Restricted Subsidiaries pursuant to clause (15) of the second paragraph of the covenant described under "— *Limitation on Indebtedness*" above, in an amount not exceeding in any financial year of the Company ten per cent in aggregate principal amount of such Indebtedness or any Restricted Payment to facilitate such transaction; provided that in the event that any such amount available for the prepayment, repayment, repurchase, redemption, retirement, defeasance or other acquisition for value of such Indebtedness in any financial year of the Company is not utilized in full, then the maximum amount available for such purposes in the following financial years of the Company shall be increased by such unutilized amount; provided further that such Restricted Payments will be excluded from the calculation of the amount of Restricted Payments;

(23) any Restricted Payment from the Company or any Restricted Subsidiary to the Parent or any other Subsidiary of the Parent which is not a Restricted Subsidiary; *provided that* such Subsidiary advances the proceeds of any such Restricted Payment to the Company or any other Restricted Subsidiary, as applicable, within 3 days of receipt thereof and that such Restricted Payments do not exceed an amount equal to ten per cent (10%) of Total Assets at any one time; *provided further* that such Restricted Payments will be excluded from the calculation of the amount of Restricted Payments; and

(24) Restricted Payments made in connection with any Related Transactions; *provided* that the amount of such Restricted Payments (other than $3.4 billion (equivalent)) will be excluded in subsequent calculations of the amount of Restricted Payments.

The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of such Restricted Payment of the asset(s) or securities proposed to be paid, transferred or issued by the Company or such Restricted Subsidiary, as the case may be, pursuant to such Restricted Payment. The fair market value of any cash Restricted Payment shall be its face amount and any non-cash Restricted

Payment shall be determined in good faith by the Board of Directors or senior management of the Company.

Limitation on Liens

The Company will not, and will not cause or permit any of the Restricted Subsidiaries to, directly or indirectly, create, incur, assume or otherwise cause or suffer to exist or become effective any Lien of any kind securing Indebtedness or trade payables upon any of their property or assets, other than Permitted Liens.

Limitation on Restrictions on Distributions from Restricted Subsidiaries

The Company will not, and will not permit any Restricted Subsidiary (other than the Issuer and the Affiliate Guarantors) to, create or otherwise cause or permit to exist or become effective any consensual encumbrance or consensual restriction on the ability of any Restricted Subsidiary (other than the Issuer and the Affiliate Guarantors) to:

(1) pay dividends or make any other distributions on its Capital Stock or pay any Indebtedness or other obligations owed to the Company or any Restricted Subsidiary;

(2) make any loans or advances to the Company or any Restricted Subsidiary; or

(3) transfer any of its property or assets to the Company or any Restricted Subsidiary;

provided that (x) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on Common Stock and (y) the subordination of (including but not limited to, the application of any standstill requirements to) loans or advances made to the Company or any Restricted Subsidiary to other Indebtedness Incurred by the Company or any Restricted Subsidiary, shall not be deemed to constitute such an encumbrance or restriction.

The preceding provisions will not prohibit:

(1) any encumbrance or restriction pursuant to an agreement in effect at or entered into on the date of the Indenture, including, without limitation, the Indenture, the Existing Senior Secured Notes Indentures, the Existing Senior Notes Indentures, the Senior Notes Indenture, the Senior Credit Facility, the Bridge Facility Agreements, the Intercreditor Deeds and the Security Documents, in each case, as in effect on the Issue Date;

(2) any encumbrance or restriction pursuant to an agreement or instrument of a Person relating to any Capital Stock or Indebtedness of a Person, Incurred on or before the date on which such Person was acquired by or merged or consolidated with or into the Company or any Restricted Subsidiary, or on which such agreement or instrument is assumed by the Company or any Restricted Subsidiary in connection with an acquisition of assets (other than Capital Stock or Indebtedness Incurred as consideration in, or to provide all or any portion of the funds utilized to consummate, the transaction or series of related transactions pursuant to which such Person became a Restricted Subsidiary or was acquired by the Company or was merged or consolidated with or into the Company or any Restricted Subsidiary or in contemplation of such transaction) and outstanding on such date, *provided*, that any such encumbrance or restriction shall not extend to any assets or property of the Company or any other Restricted Subsidiary other than the assets and property so acquired and *provided*, *further*, that for the purposes of this clause, if another Person is the Successor Company, any Subsidiary thereof or agreement or instrument of such person or any such Subsidiary shall be deemed acquired or assumed by the Company or any Restricted Subsidiary when such Person becomes the Successor Company;

(3) any encumbrance or restriction pursuant to an agreement or instrument effecting a refunding, replacement or refinancing of Indebtedness Incurred pursuant to, or that otherwise extends, renews, refunds, refinances or replaces, an agreement referred to in clause (1) or (2) of this paragraph or this clause (3) or contained in any amendment, supplement or other modification to an agreement referred to in clause (1) or (2) of this paragraph or this clause (3); *provided*, *however*, that the encumbrances and restrictions with respect to such Restricted Subsidiary contained in any such agreement are no less favorable in any material respect to the holders of the Notes than the encumbrances and restrictions contained in such agreements referred to in clauses (1) or (2) of this paragraph (as determined in good faith by the Board of Directors or senior management of the Company);

(4) in the case of clause (3) of the first paragraph of this covenant, any encumbrance or restriction:

(i) that restricts in a customary manner the subletting, assignment or transfer of any property or asset that is subject to a lease, license or similar contract, or the assignment or transfer of any such lease, license or other contract;

(ii) contained in Liens permitted under the Indenture securing Indebtedness of the Company or a Restricted Subsidiary to the extent such encumbrances or restrictions restrict the transfer of the property subject to such mortgages, pledges or other security agreements; or

(iii) pursuant to customary provisions restricting dispositions of real property interests set forth in any reciprocal easement agreements of the Company or any Restricted Subsidiary;

(5) any encumbrance or restriction pursuant to (a) Purchase Money Obligations for property acquired in the ordinary course of business and (b) Capitalized Lease Obligations permitted under the Indenture, in each case that impose encumbrances or restrictions of the nature described in clause (3) of the first paragraph of this covenant on the property so acquired;

(6) any Purchase Money Note or other Indebtedness or contractual requirements Incurred with respect to a Qualified Receivables Transaction relating exclusively to a Receivables Entity that, in the good faith determination of the Board of Directors or senior management of the Company, are necessary to effect such Qualified Receivables Transaction;

(7) any encumbrance or restriction with respect to a Restricted Subsidiary (or any of its property or assets) imposed pursuant to an agreement entered into for the direct or indirect sale or disposition of all or substantially all the Capital Stock or assets of such Restricted Subsidiary (or the property or assets that are subject to such restriction) pending the closing of such sale or disposition;

(8) customary provisions in leases, asset sale, joint venture agreements and other agreements and instruments entered into by the Company or any Restricted Subsidiary in the ordinary course of business;

(9) encumbrances or restrictions arising or existing by reason of applicable law or any applicable rule, regulation, governmental license or order, or required by any regulatory authority;

(10) any encumbrance or restriction on cash or other deposits or net worth imposed by customers under agreements entered into in the ordinary course of business;

(11) any encumbrance or restriction pursuant to Currency Agreements or Interest Rate Agreements; and

(12) any encumbrance or restriction arising pursuant to an agreement or instrument relating to any Indebtedness permitted to be Incurred subsequent to the Issue Date pursuant to the provisions of the covenant described under "— *Limitation on Indebtedness*" if (a) the encumbrances and restrictions taken as a whole are not materially less favorable to the holders of the Notes than the encumbrances and restrictions contained in the Senior Credit Facility, the Bridge Facility Agreements, the Existing Senior Secured Notes Indentures and the Group Intercreditor Deed, in each case, as in effect on the Issue Date (as determined in good faith by the Board of Directors or senior management of the Company) or (b) such encumbrances and restrictions taken as a whole are not materially more disadvantageous to the holders of the Notes than is customary in comparable financings (as determined in good faith by the Board of Directors or senior management of the Company) and, in each case, either (x) the Company reasonably believes that such encumbrances and restrictions will not materially affect the Issuer's ability to make principal or interest payments on the Notes as and when they come due or (y) such encumbrances and restrictions apply only if a default occurs in respect of a payment or financial covenant relating to such Indebtedness.

Limitation on Sales of Assets and Subsidiary Stock

The Company will not, and will not permit any of the Restricted Subsidiaries to, make any Asset Disposition *unless*:

(1) the Company or such Restricted Subsidiary, as the case may be, receives consideration (including by way of relief from, or by any other Person assuming responsibility for, any liabilities,

contingent or otherwise) at least equal to the fair market value (such fair market value to be determined on the date of contractually agreeing to such Asset Disposition), as determined in good faith by the Board of Directors or senior management of the Company (including as to the value of all non-cash consideration), of the shares and assets subject to such Asset Disposition;

(2) unless the Asset Disposition is a Permitted Asset Swap, at least 75% of the consideration from such Asset Disposition (excluding any consideration by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise, other than Indebtedness) received by the Company or such Restricted Subsidiary, as the case may be, is in the form of cash or Cash Equivalents; and

(3) an amount equal to 100% of the Net Available Cash from such Asset Disposition is applied by the Company or such Restricted Subsidiary, as the case may be:

(a) to the extent the Company or any Restricted Subsidiary, as the case may be, elects (or is required by the terms of any Indebtedness), to prepay, repay or purchase Senior Indebtedness of the Company, the Issuer (including the Notes) or any Subsidiary Guarantor or Indebtedness of a Restricted Subsidiary that is not a Subsidiary Guarantor (in each case other than Indebtedness owed to the Company or an Affiliate of the Company) within 360 days from the later of the date of such Asset Disposition or the receipt of such Net Available Cash; *provided*, *however*, that, in connection with any prepayment, repayment or purchase of Indebtedness pursuant to this clause (a), the Company, the Issuer or such Restricted Subsidiary will retire such Indebtedness and will cause the related commitment (if any) to be permanently reduced in an amount equal to the principal amount so prepaid, repaid or purchased; or

(b) to the extent the Company or such Restricted Subsidiary elects to invest in or commit to invest in Additional Assets within 365 days from the later of the date of such Asset Disposition or the receipt of such Net Available Cash; *provided*, *however*, that any such reinvestment in Additional Assets made pursuant to a definitive agreement or a commitment approved by the Board of Directors or senior management of the Company that is executed or approved within such time will satisfy this requirement, so long as such investment is consummated within 6 months of such 365th day;

provided that pending the final application of any such Net Available Cash in accordance with clause (a) or clause (b) above, the Company or such Restricted Subsidiary may temporarily reduce Indebtedness or otherwise invest such Net Available Cash in any manner not prohibited by the Indenture.

Any Net Available Cash from Asset Dispositions that is not applied or invested or committed to be applied as provided in the preceding paragraph will be deemed to constitute "Excess Proceeds". On the 366th day after an Asset Disposition, if the aggregate amount of Excess Proceeds exceeds £50.0 million, the Issuer will be required to make an offer ("Asset Disposition Offer") to all holders of Notes and to the extent required by the terms of other Indebtedness of the Issuer or any Subsidiary Guarantor that does not constitute Subordinated Obligations, to all holders of such other Indebtedness outstanding with similar provisions requiring the Issuer or such Subsidiary Guarantor to make an offer to purchase such Indebtedness with the proceeds from any Asset Disposition ("Other Asset Disposition Indebtedness"), to purchase the maximum principal amount of Notes and any such Other Asset Disposition Indebtedness to which the Asset Disposition Offer applies that may be purchased out of the Excess Proceeds, at an offer price in cash in an amount equal to 100% of the principal amount of the Notes and Other Asset Disposition Indebtedness plus accrued and unpaid interest to the date of purchase, in accordance with the procedures set forth in the Indenture or the agreements governing the Other Asset Disposition Indebtedness, as applicable, in each case in a principal amount of £100,000 and in integral multiples of £1,000 in excess thereof, in the case of the Sterling Notes and $200,000 and in integral multiples of $1,000 in excess thereof, in the case of the Dollar Notes.

To the extent that the aggregate amount of Notes and Other Asset Disposition Indebtedness so validly tendered and not properly withdrawn pursuant to an Asset Disposition Offer is less than the Excess Proceeds, the Company may use any remaining Excess Proceeds for general corporate purposes in any manner not prohibited by the Indenture. If the aggregate principal amount of Notes surrendered by holders thereof and Other Asset Disposition Indebtedness surrendered by holders or lenders, collectively, exceeds the amount of Excess Proceeds, the Trustee shall select the Notes and Other Asset Disposition

Indebtedness to be purchased on a *pro rata* basis on the basis of the aggregate principal amount of tendered Notes and Other Asset Disposition Indebtedness. For the purposes of calculating the principal amount of any such Indebtedness not denominated in sterling, such Indebtedness shall be calculated by converting any such principal amounts into their Sterling Equivalent determined as of a date selected by the Issuer or the Company that is within the Asset Disposition Offer Period. Upon completion of such Asset Disposition Offer, the amount of Excess Proceeds shall be reset at zero.

The Asset Disposition Offer, insofar as it relates to the Notes, will remain open for a period of 20 Business Days following its commencement, except to the extent that a longer period is required by applicable law (the "Asset Disposition Offer Period"). No later than five Business Days after the termination of the Asset Disposition Offer Period (the "Asset Disposition Purchase Date"), the Issuer will purchase the principal amount of Notes and Other Asset Disposition Indebtedness required to be purchased pursuant to this covenant (the "Asset Disposition Offer Amount") or, if less than the Asset Disposition Offer Amount has been so validly tendered, all Notes and Other Asset Disposition Indebtedness validly tendered in response to the Asset Disposition Offer.

Any Net Available Cash payable in respect of the Notes pursuant to this covenant will be apportioned between the Sterling Notes and the Dollar Notes in proportion to the respective aggregate principal amounts of Sterling Notes and Dollar Notes validly tendered and not withdrawn, based upon the Sterling Equivalent of such principal amount of Dollar Notes determined as of a date selected by the Company that is within the Asset Disposition Offer Period. To the extent that any portion of Net Available Cash payable in respect of the Notes is denominated in a currency other than the currency in which the relevant Notes are denominated, the amount thereof payable in respect of such Notes shall not exceed the net amount of funds in the currency in which such Notes are denominated that is actually received by the Issuer upon converting such portion into such currency.

If the Asset Disposition Purchase Date is on or after an interest record date and on or before the related interest payment date, any accrued and unpaid interest will be paid to the Person in whose name a Note is registered at the close of business on such record date, and no additional interest will be payable to holders who tender Notes pursuant to the Asset Disposition Offer.

On or before the Asset Disposition Purchase Date, the Issuer will, to the extent lawful, accept for payment, on a pro rata basis to the extent necessary, the Asset Disposition Offer Amount of Notes and Other Asset Disposition Indebtedness or portions of Notes and Other Asset Disposition Indebtedness so validly tendered and not properly withdrawn pursuant to the Asset Disposition Offer, or if less than the Asset Disposition Offer Amount has been validly tendered and not properly withdrawn, all Notes and Other Asset Disposition Indebtedness so validly tendered and not properly withdrawn, in each case in a principal amount of £100,000 and in integral multiples of £1,000 in excess thereof, in the case of the Sterling Notes and in denominations of $200,000 and in integral multiples of $1,000 in excess thereof, in the case of the Dollar Notes. The Company will deliver to the Trustee an Officers' Certificate stating that such Notes or portions thereof were accepted for payment by the Issuer in accordance with the terms of this covenant. The Issuer or the Paying Agent, as the case may be, will promptly (but in any case not later than five Business Days after termination of the Asset Disposition Offer Period) mail or deliver to each tendering holder of Notes or holder or lender of Other Asset Disposition Indebtedness, as the case may be, an amount equal to the purchase price of the Notes or Other Asset Disposition Indebtedness so validly tendered and not properly withdrawn by such holder or lender, as the case may be, and accepted by the Issuer for purchase, and the Issuer will promptly issue a new Note, and the Trustee, upon delivery of an Officers' Certificate from the Company will authenticate and mail or deliver such new Note to such holder, in a principal amount equal to any unpurchased portion of the Note surrendered; provided that each such new Note will be in a principal amount of £100,000 and in integral multiples of £1,000 in excess thereof, in the case of the Sterling Notes and in denominations of $200,000 and in integral multiples of $1,000 in excess thereof, in the case of the Dollar Notes. In addition, the Issuer will take any and all other actions required by the agreements governing the Other Asset Disposition Indebtedness. Any Note not so accepted will be promptly mailed or delivered by the Issuer to the holder thereof. The Company will publicly announce the results of the Asset Disposition Offer on the Asset Disposition Purchase Date.

For the purposes of this covenant, the following will be deemed to be cash:

(1) the assumption by the transferee of Indebtedness (other than Subordinated Obligations) of the Company or any Subsidiary Guarantor or Indebtedness of a Restricted Subsidiary that is not a Subsidiary Guarantor and the release of the Company, such Subsidiary Guarantor or such Restricted Subsidiary from all liability on such Indebtedness in connection with such Asset

Disposition (in which case the Issuer will, without further action, be deemed to have applied such deemed cash to Indebtedness in accordance with clause (3)(a) above);

(2) securities, notes or other obligations received by the Company or any Restricted Subsidiary from the transferee that are converted by the Company or such Restricted Subsidiary into cash or Cash Equivalents within 90 days following the closing of such Asset Disposition;

(3) Indebtedness of any Restricted Subsidiary that is no longer a Restricted Subsidiary as a result of such Asset Disposition, to the extent that the Company and each other Restricted Subsidiary are released from any guarantee of payment of the principal amount of such Indebtedness in connection with such Asset Disposition;

(4) consideration consisting of Indebtedness of the Company or any Restricted Subsidiary; and

(5) any Designated Non-Cash Consideration received by the Company or any Restricted Subsidiary in such Asset Dispositions having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this covenant that is at that time outstanding, not to exceed the greater of £250 million and 1.5% of Total Assets (with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value).

The Issuer will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to the Indenture. To the extent that the provisions of any securities laws or regulations conflict with provisions of this covenant, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached their obligations under the Indenture by virtue of any conflict.

Limitation on Affiliate Transactions

The Company will not, and will not permit any of the Restricted Subsidiaries to, directly or indirectly, enter into or conduct any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of the Company (an "Affiliate Transaction") involving aggregate consideration in excess of £15.0 million for such Affiliate Transactions in any fiscal year, *unless*:

(1) the terms of such Affiliate Transaction are no less favorable, taken as a whole, to the Company or such Restricted Subsidiary, as the case may be, than those that could be obtained in a comparable transaction at the time of such transaction in arm's-length dealings with a Person who is not such an Affiliate;

(2) in the event such Affiliate Transaction involves an aggregate consideration in excess of £50.0 million, the terms of such transaction have been approved by a majority of the members of the Board of Directors of the Company; and

(3) in the event such Affiliate Transaction involves an aggregate consideration in excess of £100.0 million, the Company has received a written opinion from an independent investment banking, accounting or appraisal firm of internationally recognized standing (as determined by the Board of Directors of the Company in good faith, who shall deliver a copy of the same to the Trustee) that such Affiliate Transaction either is fair, from a financial standpoint, to the Company and the Restricted Subsidiaries or is not materially less favorable than those that might reasonably have been obtained in a comparable transaction at such time on an arm's length basis from a Person that is not an Affiliate.

The preceding paragraph will not apply to:

(1) any Restricted Payment permitted to be made pursuant to the covenant described under "— *Limitation on Restricted Payments*" or any Permitted Investment (except with respect to clause (16)(b) of the definition of "Permitted Investment", which will be subject to clause (6) below);

(2) any issuance or sale of Capital Stock, options, other equity-related interests or other securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, or entering into, or maintenance of, any employment, consulting, collective bargaining or benefit plan, program, agreement or arrangement, related trust or other similar agreement and other compensation arrangements, options, warrants or other rights to purchase Capital Stock of the Company or any Parent, restricted stock plans, long-term incentive plans, stock appreciation

rights plans, participation plans or similar employee benefits or consultant plans (including, without limitation, valuation, health, insurance, deferred compensation, severance, retirement, savings or similar plans, programs or arrangements) and/or indemnities provided on behalf of officers, employees or directors or consultants approved by the Board of Directors of the Company, in each case in the ordinary course of business;

(3) loans or advances to employees, officers or directors in the ordinary course of business of the Company or any of the Restricted Subsidiaries but in any event not to exceed £10.0 million in the aggregate outstanding at any one time with respect to all loans or advances made since the Issue Date;

(4) (a) any transaction between or among the Company and a Restricted Subsidiary or between or among Restricted Subsidiaries; and (b) any guarantees issued by the Company or a Restricted Subsidiary for the benefit of the Company or a Restricted Subsidiary, as the case may be, in accordance with "— *Limitation on Indebtedness*";

(5) transactions with customers, clients, suppliers or purchasers or sellers of goods or services, in each case in the ordinary course of business and otherwise in compliance with the terms of the Indenture, which are fair to the Company or the relevant Restricted Subsidiary in the reasonable determination of the Board of Directors of the Company or the senior management of the Company or the relevant Restricted Subsidiary, as applicable, or are on terms no less favorable than those that could reasonably have been obtained at such time from an unaffiliated party;

(6) any transaction in the ordinary course of business between the Company or any Restricted Subsidiary and any Affiliate of the Company controlled by the Company that is a joint venture or similar entity; *provided*, any transaction described in this clause (6) will both:

  (a) be subject to the requirements of clause (1) and (2) of the first paragraph of this covenant; and

  (b) either (i) comply with the provisions of clause (3) of the first paragraph of this covenant (substituting £125.0 million instead of £100.0 million) or (ii) be substantially identical to a transaction between such Affiliate and a non-Affiliated third party which involves aggregate consideration in an amount substantially identical to the aggregate consideration involved in such substantially identical transaction;

(7) the payment of reasonable and customary fees paid to, and indemnity provided on behalf of, directors of the Company or any Restricted Subsidiary;

(8) the performance of obligations of the Company or any of the Restricted Subsidiaries under the terms of any agreement to which the Company or any of the Restricted Subsidiaries is a party as of or on the Issue Date, as these agreements may be amended, modified, supplemented, extended or renewed from time to time; *provided*, *however*, that any future amendment, modification, supplement, extension or renewal entered into after the Issue Date will be permitted to the extent that its terms are not materially more disadvantageous to the holders of the Notes than the terms of the agreements in effect on the Issue Date;

(9) sales or other transfers or dispositions of accounts receivable and other related assets customarily transferred in an asset securitization transaction involving accounts receivable to a Receivables Entity in a Qualified Receivables Transaction, and acquisitions of Permitted Investments in connection with a Qualified Receivables Transaction;

(10) the issuance of Capital Stock or any options, warrants or other rights to acquire Capital Stock (other than Disqualified Stock) of the Company to any Affiliate;

(11) the payment to any Permitted Holder of all reasonable out-of-pocket expenses Incurred by any Permitted Holder in connection with its direct or indirect investment in the Company and its Subsidiaries and unpaid amounts accrued for prior periods (but after the Issue Date);

(12) the payment to any Parent or Permitted Holder (1) of Management Fees (a) on a bona fide arm's-length basis in the ordinary course of business or (b) of up to £5.0 million in any calendar year or (2) for financial advisory, financing, underwriting or placement services or in respect of other investment banking activities, including without limitation in connection with acquisitions or divestitures, which payments are approved by a majority of the members of the Board of Directors of the Company;

(13) guarantees of Indebtedness and other obligations otherwise permitted under the Indenture;

(14) if not otherwise prohibited under the Indenture, the issuance of Capital Stock (other than Disqualified Stock) or Subordinated Shareholder Loans (including the payment of cash interest thereon; *provided* that, after giving *pro forma* effect to any such cash interest payment, the Consolidated Leverage Ratio for the Company and the Restricted Subsidiaries would not exceed 4.00 to 1.00) of the Company to any direct Parent of the Company or any Permitted Holder;

(15) arrangements with customers, clients, suppliers, contractors, lessors or sellers of goods or services that are negotiated with an Affiliate, in each case, which are otherwise in compliance with the terms of the Indenture; *provided* that the terms and conditions of any such transaction or agreement as applicable to the Company and the Restricted Subsidiaries, taken as a whole (a) are fair to the Company and the Restricted Subsidiaries and are on terms not materially less favorable to the Company and the Restricted Subsidiaries than those that could have reasonably been obtained in respect of an analogous transaction or agreement that would not constitute an Affiliate Transaction (in each case, as determined in good faith by the Board of Directors of the Company or the senior management of the Company), (b) the performance by the Company or any of the Restricted Subsidiaries in respect of any such arrangements are for its own behalf and in its own name and (c) the Company and the Restricted Subsidiaries do not assume, and are otherwise not liable for any performance or breach in respect of, any such arrangements by the relevant Affiliate;

(16) (a) transactions with Affiliates in their capacity as holders of Indebtedness or Capital Stock of the Company or any Restricted Subsidiary, so long as such Affiliates are treated no more favorably than holders of such Indebtedness or Capital Stock generally, and (b) transactions with Affiliates in their capacity as borrowers of Indebtedness from the Issuer, the Company or any Restricted Subsidiary, so long as such Affiliates are treated no more favorably in all material respects than holders of such Indebtedness generally;

(17) any tax sharing agreement or arrangement and payments pursuant thereto between or among the Ultimate Parent, the Company, the Issuer or any other Person or a Restricted Subsidiary of the Company not otherwise prohibited by the Indenture and any payments or other transactions pursuant to a tax sharing agreement between the Company and any other Person or a Restricted Subsidiary of the Company and any other Person with which the Company or any of the Restricted Subsidiaries files a consolidated tax return or with which the Company or any of the Restricted Subsidiaries is part of a group for tax purposes;

(18) transactions relating to the provision of Intra-Group Services in the ordinary course of business;

(19) transactions between any Restricted Subsidiary and VM FinanceCo and/or Virgin Media Communications, or between the Company and VM FinanceCo and/or Virgin Media Communications, in each case, to effect or facilitate a transfer of any property or asset from the Company and/or any Restricted Subsidiary to another Restricted Subsidiary and/or the Company, as applicable;

(20) transactions relating to the acquisition of, or investment in, UPC Broadband Ireland by the Company or any Restricted Subsidiary;

(21) any Related Transaction;

(22) any transaction reasonably necessary to effect the Post-Closing Reorganizations; and

(23) any transaction in the ordinary course of business between or among the Company or any Restricted Subsidiary and any Affiliate of the Company that is an Unrestricted Subsidiary or a joint venture or similar entity (including a Permitted Joint Venture) that would constitute an Affiliate Transaction solely because the Company or a Restricted Subsidiary owns an equity interest in or otherwise controls such Unrestricted Subsidiary, joint venture or similar entity.

Limitation on Issuances of Guarantees of Indebtedness by Restricted Subsidiaries

No Restricted Subsidiary (other than the Issuer or a Guarantor) shall guarantee or otherwise become obligated under any Indebtedness under the Senior Credit Facility or any Existing Senior Secured Notes, the Existing Senior Notes and the Senior Notes or guarantee any other Indebtedness of the Issuer or any Guarantor in an amount in excess of £50 million, unless such Restricted Subsidiary is or becomes an

Additional Guarantor on the date on which such other guarantee or Indebtedness is Incurred (or as soon as reasonably practicable thereafter) and, if applicable, executes and delivers to the Trustee a supplemental Indenture in the form attached to the Indenture pursuant to which such Restricted Subsidiary will provide an Additional Subsidiary Guarantee (which Additional Subsidiary Guarantee shall be senior to or *pari passu* with such Restricted Subsidiary's guarantee of such other Indebtedness); *provided* that,

(1) if such Restricted Subsidiary is not a Significant Subsidiary, such Restricted Subsidiary shall only be obligated to become an Additional Guarantor if such Indebtedness is Indebtedness of the Company, the Issuer or Public Debt of a Guarantor;

(2) an Additional Guarantor's Additional Subsidiary Guarantee may be limited in amount to the extent required by fraudulent conveyance, thin capitalization, corporate benefit, financial assistance or other similar laws (but, in such a case (A) each of the Company and the Restricted Subsidiaries will use their reasonable best efforts to overcome the relevant legal limit and will procure that the relevant Restricted Subsidiary undertakes all whitewash or similar procedures which are legally available to eliminate the relevant limit and (B) the relevant guarantee shall be given on an equal and ratable basis with the guarantee of any other Indebtedness giving rise to the obligation to guarantee the Notes); and

(3) for so long as it is not permissible under applicable law for a Restricted Subsidiary to become an Additional Guarantor, such Restricted Subsidiary need not become an Additional Guarantor (but, in such a case, each of the Company and the Restricted Subsidiaries will use their reasonable best efforts to overcome the relevant legal prohibition precluding the giving of the guarantee and will procure that the relevant Restricted Subsidiary undertakes all whitewash or similar procedures which are legally available to eliminate the relevant legal prohibition, and shall give such guarantee at such time (and to the extent) that it thereafter becomes permissible).

The preceding paragraph shall not apply to: (1) the granting by such Restricted Subsidiary of a Permitted Lien under circumstances which do not otherwise constitute the guarantee of Indebtedness of the Issuer; or (2) the guarantee by any Restricted Subsidiary of Indebtedness that refinances Indebtedness which benefited from a guarantee by any Restricted Subsidiary Incurred in compliance with this covenant immediately prior to such refinancing.

Reports

So long as the Notes are outstanding, the Company will furnish to the Trustee without cost to the Trustee (who, at the Issuer's expense, will furnish by mail to the Holders), and, in each case of clauses (2) and (3) below, will post on its website (or make similar disclosure); *provided, however*, that to the extent any reports are filed on the SEC's website or the Company's website, such reports shall be deemed to be furnished to the Trustee and the holders:

(1) for so long as the Company is a direct or indirect Subsidiary of New ListCo and New ListCo (or any Successor Reporting Entity) files an Annual Report on Form 10-K with the SEC, a copy of such Annual Report within 120 days after the end of New ListCo's (or such Successor Reporting Entity's) year end;

(2) (within 150 days after the end of each fiscal year ending subsequent to the Issue Date, an annual report of the Virgin Reporting Entity, containing the following information: (a) audited combined or consolidated balance sheets of the Virgin Reporting Entity as of the end of the two most recent fiscal years and audited combined or consolidated income statements and statements of cash flow of the Virgin Reporting Entity for the three most recent fiscal years, in each case prepared in accordance with GAAP, including appropriate footnotes to such financial statements, and a report of the independent public accountants on the financial statements; (b) to the extent relating to such annual periods, an operating and financial review of the audited financial statements, including a discussion of the results of operations, financial condition, and liquidity and capital resources, and a discussion of material commitments and contingencies and critical accounting policies; and (c) to the extent not included in the audited financial statements or operating and financial review, a description of the business, management and shareholders of the Virgin Reporting Entity, all material affiliate transactions and a description of all material debt instruments; provided, however, that such reports need not (i) contain any segment data other than as required under GAAP or, for so long as the Company is a direct or indirect

Subsidiary of New ListCo, as provided by New ListCo (or any Successor Reporting Entity) in its financial reports with respect to the period presented or (ii) include any exhibits;

(3) within 60 days after each of the first three fiscal quarters in each fiscal year, a quarterly report of the Virgin Reporting Entity containing the following information: (a) unaudited consolidated financial statements of the Virgin Reporting Entity for such period, prepared in accordance with GAAP, and (b) an operating and financial review of such period including a discussion of the results of operations, financial condition, and liquidity and capital resources, and a discussion of material commitments and contingencies and critical accounting policies, and material developments in the business of the Virgin Reporting Entity and its subsidiaries in such period and (c) information with respect to any material acquisition or disposal during the period provided, however, that such reports need not contain any segment data other than as required under GAAP or, for so long as the Company is a direct or indirect Subsidiary of New ListCo, as provided by New ListCo (or any Successor Reporting Entity) in its financial reports with respect to the period presented; and

(4) within 10 days after the occurrence of such event, information with respect to (a) any change in the independent public accountants of the Virgin Reporting Entity (unless such change is made in conjunction with a change in the auditor of the Ultimate Parent), (b) any material acquisition or disposal, and (c) any material development in the business of the Company and the Restricted Subsidiaries.

If the Company has designated any of the Restricted Subsidiaries as Unrestricted Subsidiaries and any such Unrestricted Subsidiary or group of Unrestricted Subsidiaries constitute Significant Subsidiaries of the Company, then the annual and quarterly information required by clauses (2) and (3) of the first paragraph of this covenant shall include a reasonably detailed presentation, either on the face of the financial statements, in the footnotes thereto or in a separate report delivered therewith, of the financial condition and results of operations of the Company and the Restricted Subsidiaries separate from the financial condition and results of operations of such Unrestricted Subsidiaries.

If the Company elects to apply for all purposes of the Indenture, in lieu of GAAP, IFRS pursuant to the definition of GAAP set forth below under " — *Certain Definitions*" then the annual and quarterly information required by clauses (2) and (3) of the first paragraph of this covenant shall include a reconciliation, either in the footnotes thereto or in a separate report delivered therewith, of such IFRS presentation to the corresponding GAAP presentation of such financial information.

Notwithstanding the foregoing, the Company may satisfy its obligations under clauses (2) and (3) of the first paragraph of this covenant by delivering the corresponding consolidated annual and quarterly reports of VM FinanceCo or any Parent of VM FinanceCo.

To the extent any material differences exist between the management, business, assets, shareholding or results of operations or financial condition of the Virgin Reporting Entity, VM FinanceCo or such Parent (as the case may be) and the Company, the annual and quarterly reports shall give a reasonably detailed description of such differences and include an unaudited reconciliation of the Company's financial statements to Virgin Reporting Entity's, VM FinanceCo's or such Parent's (as the case may be) financial statement; provided, however, that if the total revenues, Consolidated EBITDA or Total Assets of the Virgin Reporting Entity, VM FinanceCo or such Parent (as the case may be) and its Subsidiaries for any applicable period (on either a historical or pro forma basis) would deviate from any such measurement of the Company and the Restricted Subsidiaries by 5% or more, then a separate annual or quarterly report, as the case may be, shall be provided for the Company (in which case no report need be provided for the Virgin Reporting Entity, VM FinanceCo or such Parent (as the case may be)).

In addition, so long as the Notes remain outstanding and during any period during which the Issuer is not subject to Section 13 or 15(d) of the Exchange Act nor exempt therefrom pursuant to Rule 12g3-2(b) of the Exchange Act, the Issuer shall furnish to the holders of the Notes and to prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Merger and Consolidation

No Parent Guarantor will consolidate with, or merge with or into, or convey, transfer or lease all or substantially all its assets to, any Person, unless:

(1) the resulting, surviving or transferee Person (the "Successor Company") will be a corporation, partnership, trust or limited liability company organized and existing under the laws of any member of the state of the European Union that is a member of the European Union on the date of the Indenture, Bermuda, the Cayman Islands, or the United States of America, any State of the United States or the District of Columbia and the Successor Company (if not the Issuer or such Parent Guarantor) will expressly assume, by supplemental indenture, executed and delivered to the Trustee, in form satisfactory to the Trustee, all the obligations of such Parent Guarantor under the Notes and the Indenture and expressly assumes all obligations of such Parent Guarantor under the Security Documents to which it is a party and the Intercreditor Deeds pursuant to agreements reasonably satisfactory to the Trustee;

(2) immediately after giving effect to such transaction (and treating any Indebtedness that becomes an obligation of the Successor Company or any Subsidiary of the Successor Company as a result of such transaction as having been Incurred by the Successor Company or such Subsidiary at the time of such transaction), no Default or Event of Default shall have occurred and be continuing;

(3) either (a) immediately after giving effect to such transaction, the Company, if it is a surviving corporation, or the Successor Company, would be able to Incur at least an additional £1.00 of Indebtedness pursuant to the first paragraph of the covenant described under "— *Limitation on Indebtedness*" or (b) the Consolidated Leverage Ratio of the Company, if it is a surviving corporation, or the Successor Company, would be no greater than that of the Company immediately prior to giving effect to such transaction; and

(4) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with the Indenture; *provided that* in giving such opinion, such counsel may rely on an Officers' Certificate as to compliance with clauses (2) and (3) above and as to any matters of fact.

The Issuer will not consolidate with, or merge with or into, or convey, transfer or lease all or substantially all its assets to, any Person, unless:

(1) the Successor Company will be a corporation, partnership, trust or limited liability company organized and existing under the laws of any member of the state of the European Union that is a member of the European Union on the date of the Indenture, Bermuda, the Cayman Islands, or the United States of America, any State of the United States or the District of Columbia and the Successor Company (if not the Issuer) will expressly assume, by supplemental indenture, executed and delivered to the Trustee, in form satisfactory to the Trustee, all the obligations of the Issuer under the Notes and the Indenture and expressly assumes all obligations of the Issuer under the Security Documents to which it is a party and the Intercreditor Deeds pursuant to agreements reasonably satisfactory to the Trustee;

(2) immediately after giving effect to such transaction (and treating any Indebtedness that becomes an obligation of the Successor Company or any Subsidiary of the Successor Company as a result of such transaction as having been Incurred by the Successor Company or such Subsidiary at the time of such transaction), no Default or Event of Default shall have occurred and be continuing;

(3) either (a) immediately after giving effect to such transaction, the Issuer or such Successor Company would be able to Incur at least an additional £1.00 of Indebtedness pursuant to the first paragraph of the covenant described under "— *Limitation on Indebtedness*" or (b) the Consolidated Leverage Ratio of the Company and the Restricted Subsidiaries (including such Successor Company) or such Successor Company would be no greater than that of the Issuer immediately prior to giving effect to such transaction; and

(4) the Issuer shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with the Indenture; *provided that* in giving such opinion, such counsel may rely on an Officers' Certificate as to compliance with clauses (2) and (3) above and as to any matters of fact.

A Subsidiary Guarantor will not consolidate with, or merge with or into, or convey, transfer or lease all or substantially all its assets to, any Person, other than the Company or another Subsidiary Guarantor (other than in connection with a transaction that does not constitute an Asset Disposition or a transaction that is permitted under "— *Limitation on Sales of Assets and Subsidiary Stock*"), unless:

(1) immediately after giving effect to that transaction, no Default or Event of Default shall have occurred and be continuing; and

(2) either:

  (a) the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger assumes all the obligations of that Guarantor under its Note Guarantee, the Indenture, the Intercreditor Deeds and the Security Documents to which such Guarantor is a party pursuant to agreements reasonably satisfactory to the Trustee; or

  (b) the Net Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of the Indenture.

For purposes of this covenant, the sale, lease, conveyance, assignment, transfer, or other disposition of all or substantially all of the properties and assets of one or more Subsidiaries of the Issuer or a Guarantor which properties and assets, if held by the Issuer or such Guarantor, as applicable, instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of the Issuer or such Guarantor, as applicable, on a consolidated basis, shall be deemed to be the transfer of all or substantially all of the properties and assets of the Issuer or such Guarantor, as applicable.

The Successor Company will succeed to, and be substituted for, and may exercise every right and power of, the relevant Guarantor or the relevant Issuer, as the case may be, under the Indenture, and upon such substitution, the predecessor to such Guarantor or the Issuer, as the case may be, will be released from its obligations under the Indenture and the Notes, but, in the case of a lease of all or substantially all its assets, the predecessor to such Guarantor or the Issuer will not be released from the obligation to pay the principal of and interest on the Notes.

Although there is a limited body of case law interpreting the phrase "substantially all", there is no precise established definition of the phrase under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve "all or substantially all" of the property or assets of a Person.

Notwithstanding clause (3) in each of the first and second paragraph of this covenant (which does not apply to transactions referred to in this paragraph), (i) any Restricted Subsidiary may consolidate with, merge into or transfer all or part of its properties and assets to the Issuer or any Subsidiary Guarantor, (ii) the Company, the Issuer or a Subsidiary Guarantor may consolidate with, merge into or transfer all or part of its properties and assets to the Company, the Issuer or any Subsidiary Guarantor, (iii) any Parent Guarantor may consolidate with, merge into or transfer all or part of its properties and assets to any other Parent Guarantor and (iv) the Company may merge with an Affiliate incorporated solely for the purpose of reincorporating the Company in another jurisdiction to realize tax benefits.

Impairment of Security Interests

The Company shall not, and shall not permit any Restricted Subsidiary to, take or omit to take any action that would have the result of materially impairing the security interest with respect to the Collateral (it being understood, subject to the proviso below, that the Incurrence of Permitted Liens shall under no circumstances be deemed to materially impair any security interest with respect to the Collateral) for the benefit of the Trustee and the holders, and the Company shall not, and shall not permit any Restricted Subsidiary to, grant to any Person other than the Security Trustee, for the benefit of the Trustee and the holders and the other beneficiaries described in the Security Documents, any interest whatsoever in any of the Collateral, except that (a) the Company and the Restricted Subsidiaries may Incur Permitted Liens, (b) the Collateral may be discharged and released in accordance with the Indenture, the Security Documents, the Intercreditor Deeds or any Additional Intercreditor Deed, and (c) the Company may consummate any other transaction permitted under — *Merger and Consolidation*"; *provided*, *however*, that, except with respect to any discharge or release of Collateral in accordance with the Indenture, the Security Documents, the Intercreditor Deeds or any Additional Intercreditor Deed, in connection with the Incurrence of Liens for the benefit of the Trustee and holders of Notes, no Security Document may be

amended, extended, renewed, restated, supplemented or otherwise modified or replaced, except that, at the direction of the Company and without the consent of the holders of the Notes, the Trustee and the Security Trustee may from time to time (subject to customary protections and indemnifications from the Company) enter into one or more amendments to the Security Documents to: (i) cure any ambiguity, omission, defect or inconsistency therein and (ii) provide for Permitted Liens; (iii) make any change necessary or desirable, in the good faith determination of the Company in order to implement transactions permitted under "— *Merger and Consolidation*"; and (iv) provide for the release of any security interest on any properties and assets constituting Collateral from the Lien of the Security Documents, provided that such release is followed by the substantially concurrent re-taking of a Lien of at least equivalent priority over the same properties and assets securing the Notes or any Guarantee, *provided* that, contemporaneously with any such action in clauses (ii) and (iv), the Company delivers to the Trustee, (1) a solvency opinion, in form and substance reasonably satisfactory to the Trustee from an Independent Financial Advisor confirming the solvency of the Company and the Restricted Subsidiaries, taken as a whole, after giving effect to any transactions related to such amendment, extension, renewal, restatement, supplement, modification or replacement, or (2) a certificate from the responsible financial or accounting officer of the relevant Grantor (acting in good faith) which confirms the solvency of the person granting such security interest after giving effect to any transactions related to such amendment, extension, renewal, restatement, supplement, modification or replacement or (3) an Opinion of Counsel, in form and substance reasonably satisfactory to the Trustee, confirming that, after giving effect to any transactions related to such amendment, extension, renewal, restatement, supplement, modification or replacement, the Lien or Liens created under the Security Documents, as applicable, so amended, extended, renewed, restated, supplemented, modified or replaced, are valid Liens not otherwise subject to any limitation, imperfection or new hardening period, in equity or at law, that such Lien or Liens were not otherwise subject to immediately prior to such amendment, extension, renewal, restatement, supplement, modification or replacement.

Intercreditor Deeds; Additional Intercreditor Deeds

The Trustee will become party to the Intercreditor Deeds by executing an accession and/or amendment thereto on or about the Issue Date, and each holder of a Note, by accepting such Note, will be deemed to have (i) authorized the Trustee to enter into the Intercreditor Deeds, (ii) agreed to be bound by all the terms and provisions of the Intercreditor Deeds applicable to such holder and (iii) irrevocably appointed each of the Trustee and the Security Trustee to act on its behalf and to perform the duties and exercise the rights, powers and discretions that are specifically given to them under the Intercreditor Deeds.

The Indenture will provide that, at the request of the Company, in connection with the Incurrence by the Issuer or any Guarantor of any Indebtedness that is permitted to share the Collateral pursuant to the definition of Permitted Lien, the Issuer, the relevant Guarantors and the Trustee shall enter into with the holders of such Indebtedness (or their duly authorized Representatives) an intercreditor agreement, including a restatement, amendment or other modification of either of the Intercreditor Deeds (an "Additional Intercreditor Deed"), on substantially the same terms (other than, prior to an Enforcement Control Event, with respect to rights to provide notice or instructions or other administrative matters) as the relevant Intercreditor Deed (or terms not materially less favorable to the holders), including with respect to the subordination, payment blockage, limitation on enforcement and release of Guarantees, priority and release of any security interest in respect of the Collateral or other terms which become customary for similar agreements; *provided*, *further*, that such Additional Intercreditor Deed will not impose any personal obligations on the Trustee or adversely affect the personal rights, duties, liabilities or immunities of the Trustee under the Indenture or the Intercreditor Deeds. For the avoidance of doubt, subject to the foregoing and the succeeding paragraph, any such Additional Intercreditor Deed may provide for *pari passu* or subordinated security interests in respect of any such Indebtedness (to the extent such Indebtedness is permitted to share the Collateral pursuant to the definition of Permitted Lien).

At the direction of the Company and without the consent of the holders of the Notes, the Trustee and the Security Trustee will upon direction of the Company from time to time enter into one or more amendments to the Intercreditor Deeds or any Additional Intercreditor Deed to: (i) cure any ambiguity, omission, defect or inconsistency therein; (ii) add Guarantors or other parties (such as representatives of new issuances of Indebtedness) thereto; (iii) further secure the Notes (including Additional Notes); (iv) make provision for equal and ratable grants of Liens on the Collateral to secure Additional Notes or to implement any Permitted Liens; (v) make any other change to the Intercreditor Deeds or such Additional

Intercreditor Deed to provide for additional Indebtedness (including with respect to any Intercreditor Deed or Additional Intercreditor Deed, the addition of provisions relating to new Indebtedness ranking junior in right of payment to the Notes) or other obligations that are permitted by the terms of the Indenture to be Incurred and secured by a Lien on the Collateral on a senior, *pari passu* or junior basis with the Liens securing the Notes or the Guarantees, (vi) add Restricted Subsidiaries to the Intercreditor Deeds or an Additional Intercreditor Deed, (vii) amend the Intercreditor Deeds or any Additional Intercreditor Deed in accordance with the terms thereof or; (viii) make any change necessary or desirable, in the good faith determination of the Board of Directors or senior management of the Company, in order to implement any transaction that is subject to the covenants described under the caption "— *Merger and Consolidation*"; (ix) implement any transaction in connection with the renewal, extension, refinancing, replacement or increase of the Credit Facilities that is not prohibited by the Indenture; or (x) make any other change thereto that does not adversely affect the rights of the holders of the Notes in any material respect; *provided* that no such changes shall be permitted to the extent they affect the ranking of any Note or Guarantee, enforcement of Liens over the Collateral, the application of proceeds from the enforcement of Collateral or the release of any Guarantees or Security in a manner than would adversely affect the rights of the holders of the Notes in any material respect except as otherwise permitted by the Indenture, the Intercreditor Deeds or any Additional Intercreditor Deed immediately prior to such change. The Company will not otherwise direct the Trustee or the Security Trustee to enter into any amendment to either of the Intercreditor Deeds or, if applicable, any Additional Intercreditor Deed, without the consent of the holders of a majority in principal amount of the outstanding Notes outstanding, except as otherwise permitted below under "— *Amendments and Waivers*", and the Company may only direct the Trustee and the Security Agent to enter into any amendment to the extent such amendment does not impose any personal obligations on the Trustee or Security Agent or, in the opinion of the Trustee or Security Agent, adversely affect their respective rights, duties, liabilities or immunities under the Indenture or the Intercreditor Deeds or any Additional Intercreditor Deed.

Each holder of a Note, by accepting such Note, will be deemed to have:

(a) appointed and authorized the Trustee and the Security Trustee from time to time to give effect to such provisions;

(b) authorized each of the Trustee and the Security Trustee from time to time to become a party to any additional intercreditor arrangements described above;

(c) agreed to be bound by such provisions and the provisions of any additional intercreditor arrangements described above; and

(d) irrevocably appointed the Trustee and the Security Trustee to act on its behalf from time to time to enter into and comply with such provisions and the provisions of any additional intercreditor arrangements described above,

in each case, without the need for the consent of the holders.

The Indenture will also provide that, in relation to the Intercreditor Deeds or an Additional Intercreditor Deed, the Trustee shall consent on behalf of the holders to the payment, repayment, purchase, repurchase, defeasance, acquisition, retirement or redemption of any obligations subordinated to the Notes thereby; *provided*, *however*, that such transaction would comply with the covenant described under " — *Limitation on Restricted Payments*".

Amendments to Senior Credit Facility

The Company will not, and will not permit any of the Restricted Subsidiaries to (i) consent to any amendments to clause (b) of the definition of "Instructing Group" in the Senior Credit Facility that are materially adverse to the holders of the Notes or (ii) enter into any other Credit Facility that refinances the Senior Credit Facility that includes a definition of "Instructing Group" that is less favorable to the holders of the Notes than the definition of "Instructing Group" in the Senior Credit Facility with respect to the matters covered by clause (b) thereof.

In the event each Intercreditor Deed is amended in accordance with its terms and the Indenture (or replaced with an Additional Intercreditor Deed in accordance with the terms of the Indenture) to provide for proportional voting rights for all senior secured creditors in respect of enforcement of security (including instructions related thereto and releases thereof), removal and replacement of the Security Trustee and amendments to such Intercreditor Deed, this covenant shall have no further force or effect.

Suspension of Covenants on Achievement of Investment Grade Status

If, during any period after the Issue Date, the Notes have achieved and continue to maintain Investment Grade Status and no Event of Default has occurred and is continuing (such period hereinafter referred to as an "Investment Grade Status Period"), then the covenants in the Indenture described under "*— Limitation on Indebtedness*", "*— Limitation on Restricted Payments*", "*— Limitation on Restrictions on Distributions from Restricted Subsidiaries",* "*— Limitation on Sales of Assets and Subsidiary Stock*", "*— Limitation on Affiliate Transactions",* and under "*— Change of Control*", the provisions of clause (3) of the first and the second paragraphs of the covenant described under "*— Merger and Consolidation*" and any related default provisions of the Indenture will be suspended and will not, during such Investment Grade Status Period, be applicable to the Company and the Restricted Subsidiaries. As a result, during any such Investment Grade Status Period, the Notes will lose the covenant protection initially provided under the Indenture. No action taken during an Investment Grade Status Period or prior to an Investment Grade Status Period in compliance with the covenants then applicable will require reversal or constitute a default under the Notes in the event that suspended covenants are subsequently reinstated or suspended, as the case may be. An Investment Grade Status Period will terminate immediately upon the failure of the Notes to maintain Investment Grade Status (the "Reinstatement Date"). The Company will promptly notify the Trustee in writing of any failure of the Notes to maintain Investment Grade Status and the Reinstatement Date.

Events of Default

Each of the following is an "Event of Default" under the Indenture:

(1) default in any payment of interest or Additional Amounts on any Note when due, which has continued for 30 days;

(2) default in the payment of principal of or premium, if any, on any Note when due at its Stated Maturity, upon optional redemption, upon required repurchase or otherwise, upon mandatory redemption as set forth above under "*— General — Senior Secured Notes Escrow Proceeds; Special Mandatory Redemption; Special Optional Redemption*" or otherwise;

(3) failure by the Issuer or any Guarantor to comply with its obligations under "*— Certain Covenants — Merger and Consolidation*";

(4) failure by the Issuer or any Guarantor to comply for 30 days after notice with any of its obligations under the covenants described under "*— Certain Covenants — Change of Control*" or "*— Certain Covenants — Limitation on Sales of Assets and Subsidiary Stock*" above (in each case, other than (x) a failure to purchase the Notes which will constitute an Event of Default under clause (2) above, (y) a failure to comply with "*— General — Senior Secured Notes Escrow Proceeds; Special Mandatory Redemption; Special Optional Redemption*" under clause (2) above and (z) a failure to comply with "*— Certain Covenants — Merger and Consolidation*" which is covered by clause (3) above);

(5) failure by the Issuer or any Guarantor to comply for 60 days after notice with its other agreements contained in the Notes, the Indenture, the Security Documents or the Intercreditor Deeds; *provided, however*, that the Issuer or any Guarantor shall have 90 days after receipt of such notice to remedy, or receive a waiver for, any failure to comply with the obligations to file annual, quarterly and current reports in accordance with the covenant described under "*— Certain Covenants — Reports*" so long as the Issuer or any Guarantor are attempting to cure such failure as promptly as reasonably practicable;

(6) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any of the Restricted Subsidiaries (or the payment of which is guaranteed by the Company or any of the Restricted Subsidiaries), other than Indebtedness owed to the Company or a Restricted Subsidiary, whether such Indebtedness or guarantee now exists, or is created after the date of the Indenture, which default:

   (a) is caused by a failure to pay principal of such Indebtedness at its Stated Maturity prior to the expiration of the grace period provided in such Indebtedness ("payment default"); or

   (b) results in the acceleration of such Indebtedness prior to its maturity (the "cross acceleration provision");

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a payment default or the maturity of which has been so accelerated, aggregates £50.0 million or more;

(7) certain events of bankruptcy, insolvency or reorganization of the Issuer, the Company or any other Guarantor or a Significant Subsidiary or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements delivered to the holders of the Notes pursuant to the covenant described under "— *Certain Covenants — Reports*"), would constitute a Significant Subsidiary (the "bankruptcy provisions") have been commenced;

(8) failure by the Issuer, the Company, any other a Guarantor or any Significant Subsidiary or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements delivered to the holders of the Notes pursuant to the covenant described under "— *Certain Covenants — Reports*"), would constitute a Significant Subsidiary, to pay final judgments aggregating in excess of £50.0 million (net of any amounts that a solvent insurance company has acknowledged liability for), which judgments are not paid, discharged or stayed for a period of 60 days (the "judgment default provision");

(9) any Note Guarantee ceases to be in full force and effect (except in accordance with the terms of the Indenture) or is declared invalid or unenforceable in a judicial proceeding and such Default continues for ten days after the notice specified in the Indenture;

(10) with respect to any Collateral having a fair market value in excess of £100 million, individually or in the aggregate, (A) the failure of the Lien with respect to such Collateral under the Security Documents, at any time, to be in full force and effect in any material respect for any reason other than in accordance with their terms and the terms of the Indenture and other than the satisfaction in full of all obligations under the Indenture and discharge of the Indenture if such Default continues for 60 days after receipt of notice by the Trustee of such event, (B) the declaration by any court of competent jurisdiction in a judicial proceeding that the Lien with respect to such Collateral created under the Security Documents or under the Indenture is invalid or unenforceable, if such Default continues for 60 days or (C) the assertion in writing by the Company, the Issuer or any Guarantor, in any pleading in any court of competent jurisdiction, that any such Lien is invalid or unenforceable and any such Default continues for 60 days;

(11) failure (a) by Newco to comply with any term of the Senior Secured Notes Escrow Agreement that is not cured within 10 days to the extent such non-compliance would reasonably be expected to materially and adversely impact the holders of the Notes or (b) to complete the Debt Pushdown within 30 Business Days of the Merger Date; or

(12) the Senior Secured Notes Escrow Agreement or any other security document or any Lien purported to be granted thereby on the Senior Secured Notes Escrow Account or the cash or Investments permitted under the Senior Secured Notes Escrow Agreement therein is held in any judicial proceeding to be unenforceable or invalid, in whole or in part, or ceases for any reason (other than pursuant to a release that is delivered or becomes effective as set forth in the Indenture) to be fully enforceable and which creates a valid and enforceable Lien.

However, a default under clauses (4), (5), (9), (10) or (11) of the immediately preceding paragraph will not constitute an Event of Default until the Trustee or the holders of 25% in principal amount of the outstanding Notes notify the Company of the default and the Company does not cure such default within the time specified in clauses (4), (5), (9), (10) or (11) of this immediately preceding paragraph after receipt of such notice.

If an Event of Default (other than an Event of Default described in clause (7) above) occurs and is continuing, the Trustee by notice to the Company, or the holders of at least 25% in principal amount of the outstanding Notes by notice to the Company and the Trustee, may, and the Trustee at the request of such holders shall, declare the principal of, premium, if any, and accrued and unpaid interest, if any, and Additional Amounts, if any, on all the Notes to be due and payable. Upon such a declaration, such principal, premium and accrued and unpaid interest and Additional Amounts, if any, will be due and payable immediately. In the event of a declaration of acceleration of the Notes because an Event of Default described in clause (6) under "— *Events of Default*" has occurred and is continuing, the declaration of acceleration of the Notes shall be automatically annulled if the event of default or payment default triggering such Event of Default pursuant to clause (6) shall be remedied or cured by the Company

or any of the Restricted Subsidiaries or waived by the holders of the relevant Indebtedness within 20 days after the declaration of acceleration with respect thereto and if (1) the annulment of the acceleration of the Notes would not conflict with any judgment or decree of a court of competent jurisdiction and (2) all existing Events of Default, except non-payment of principal, premium or interest and Additional Amounts, if any, on the Notes that became due solely because of the acceleration of the Notes, have been cured or waived. If an Event of Default described in clause (7) above occurs and is continuing, the principal of, premium, if any, and accrued and unpaid interest and Additional Amounts, if any, on all the Notes will become and be immediately due and payable without any declaration or other act on the part of the Trustee or any holders. The holders of a majority in principal amount of the outstanding Notes may waive all past defaults (except with respect to non-payment of principal, premium, interest or Additional Amounts) and rescind any such acceleration with respect to the Notes and its consequences if (1) rescission would not conflict with any judgment or decree of a court of competent jurisdiction and (2) all existing Events of Default, other than the non-payment of the principal of, premium, if any, interest and Additional Amounts, if any, on the Notes that have become due solely by such declaration of acceleration, have been cured or waived; and (3) the Company has paid the Trustee its reasonable compensation and reimbursed the Trustee for its reasonable expenses, disbursements and advances.

Subject to the provisions of the Indenture relating to the duties of the Trustee, if an Event of Default occurs and is continuing, the Trustee will be under no obligation to exercise any of the rights or powers under the Indenture at the request or direction of any of the holders unless such holders have offered to the Trustee indemnity or security satisfactory to the Trustee against any loss, liability or expense. Except to enforce the right to receive payment of principal, premium, if any, interest or Additional Amounts, if any, when due, no holder of Notes may pursue any remedy with respect to the Indenture or the Notes *unless*:

(1) such holder of Notes has previously given the Trustee written notice that an Event of Default is continuing;

(2) holders of at least 50% in principal amount of the outstanding Notes have requested the Trustee to pursue the remedy;

(3) such holders of Notes have offered the Trustee security or indemnity satisfactory to the Trustee against any loss, liability or expense;

(4) the Trustee has not complied with such request within 60 days after the receipt of the request and the offer of security or indemnity; and

(5) the holders of a majority in principal amount of the outstanding Notes have not given the Trustee a direction that, in the opinion of the Trustee, is inconsistent with such request within such 60-day period.

Subject to certain restrictions, the holders of a majority in principal amount of the outstanding Notes are given the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. The Indenture provides that in the event an Event of Default has occurred and is continuing, the Trustee will be required in the exercise of its powers to use the degree of care that a prudent person would use under the circumstances in the conduct of its own affairs. The Trustee, however, may refuse to follow any direction that conflicts with law, the Indenture or the Intercreditor Deeds or that the Trustee determines is unduly prejudicial to the rights of any other holder of Notes or that would involve the Trustee in personal liability. Prior to taking any action under the Indenture, the Trustee will be entitled to security or indemnification satisfactory to it in its sole discretion against all losses and expenses caused by taking or not taking such action.

The Indenture provides that if a Default occurs and is continuing and is actually known to the Trustee, the Trustee must give notice of the Default within 90 days after it occurs. Except in the case of a Default in the payment of principal of, premium, if any, interest or Additional Amounts, if any, on any Note, the Trustee may withhold notice if and so long as a committee of trust officers of the Trustee in good faith determines that withholding notice is in the interests of the holders. In addition, the Company is required to deliver to the Trustee, within 120 days after the end of each fiscal year, a certificate indicating whether the signers thereof know of any Default that occurred during the previous year. The Company also is required to deliver to the Trustee, within 30 days after the occurrence thereof, written notice of any events of which it is aware which would constitute certain Defaults, their status and what action the Company is taking or proposing to take in respect thereof.

Amendments and Waivers

Subject to certain exceptions, the Indenture, the Notes, the Intercreditor Deeds and the Security Documents may be amended or supplemented with the consent of the holders of a majority in principal amount of the Notes then outstanding (including without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes) and, subject to certain exceptions, any past default or compliance with any provisions of the Indenture, the Notes, the Intercreditor Deeds and the Security Documents may be waived with the consent of the holders of a majority in principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes) *provided, however* that if any amendment, waiver or other modification will only affect the Sterling Notes or the Dollar Notes only the consent of the holders of at least a majority in principal amount of the then outstanding Sterling Notes or Dollar Notes (and not the consent of at least a majority of all Notes then outstanding), as the case may be, shall be required. However, unless consented to by the holders of at least 90% of the aggregate principal amount of then outstanding Notes (*provided, however* that if any amendment, waiver or other modification will only affect the Sterling Notes or the Dollar Notes only the consent of the holders of at least 90% of the aggregate principal amount of the then outstanding Sterling Notes or Dollar Notes (and not the consent of at least 90% of the aggregate principal amount of all Notes then outstanding)), an amendment may not:

(1) reduce the principal amount of Notes whose holders must consent to an amendment or waiver;

(2) reduce the stated rate of or extend the stated time for payment of interest or Additional Amounts on any Note;

(3) reduce the principal of or extend the Stated Maturity of any Note;

(4) whether through an amendment or waiver of provisions in the covenants, definitions or otherwise (i) reduce the premium payable upon the redemption of any Note or change the time at which any Note may be redeemed as described above under "*Optional Redemption*" (other than the notice provisions), (ii) reduce the premium payable upon repurchase of any Note or change the time at which any Note is to be repurchased as described under "*— Certain Covenants — Change of Control*" or "*Certain Covenants — Limitation on Sales of Assets and Subsidiary Stock*" at any time after the obligation to repurchase has arisen or (iii) change any provision relating to the redemption of the Notes described under "*— General — Senior Secured Notes Escrow Proceeds; Special Mandatory Redemption; Special Optional Redemption*";

(5) make any Note payable in money other than that stated in the Note;

(6) impair the right of any holder to receive payment of, premium, if any, principal of or interest or Additional Amounts, if any, on such holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such holder's Notes;

(7) modify the Note Guarantees in any manner materially adverse to the holders of the Notes, except in accordance with the terms of the Indenture and the Intercreditor Deeds; or

(8) make any change in the amendment or waiver provisions described in this sentence.

In addition, (A) without the consent of at least seventy-five per cent (75%) in aggregate principal amount of Notes then outstanding (*provided, however* that if any amendment, waiver or other modification will only affect the Sterling Notes or the Dollar Notes only the consent of the holders of at least 75% of the aggregate principal amount of the then outstanding Sterling Notes or Dollar Notes (and not the consent of at least 75% of the aggregate principal amount of all Notes then outstanding)), no amendment or supplement may:

(1) release any Guarantor (including the Company) from any of its obligations under its Note Guarantee, except in accordance with the terms of the Indenture; and

(2) modify any Security Document or the provisions in the Indenture dealing with Security Documents or application of trust moneys in any manner, taken as a whole, materially adverse to the holders or otherwise release all or substantially all of the Collateral except in accordance with the terms of the Indenture; and

(B) without the consent of each affected holder, no amendment or supplement to any Intercreditor Deed may be made that materially adversely affects (x) the ranking (as it relates to the right to receive payments on enforcement) of the Notes and Note Guarantees with respect to any Pari Passu Lien

Obligations and (y) the subordination (as it relates to the right to receive payments on enforcement) of Subordinated Obligations to the Notes and Note Guarantees as set forth in the Intercreditor Deeds.

Notwithstanding the foregoing, without the consent of any holder, the Issuer and the Trustee may amend the Indenture, the Notes, the Intercreditor Deeds and the Security Documents to:

(1) cure any ambiguity, omission, defect or inconsistency;

(2) provide for the assumption by a Successor Company of the obligations of the Issuer under the Indenture, the Notes, the Intercreditor Deeds and the Security Documents;

(3) provide for uncertificated Notes in addition to or in place of certificated Notes;

(4) add guarantees with respect to the Notes;

(5) secure the Notes;

(6) add to the covenants of the Issuer for the benefit of the holders or surrender any right or power conferred upon the Issuer;

(7) make any change that does not adversely affect the rights of any holder;

(8) release the security interests created by the Security Documents or Note Guarantees as provided by the terms of the Indenture;

(9) issue Additional Notes in accordance with the terms of the Indenture;

(10) give effect to Permitted Liens;

(11) evidence and provide for the acceptance and appointment under the Indenture of a successor Trustee pursuant to the requirements thereof;

(12) to the extent necessary to grant a security interest for the benefit of any Person; *provided* that the granting of such security interest is permitted by the Indenture and the Security Documents; and

(13) make any amendment to the provisions of the Indenture relating to the transfer and legending of Notes as permitted by the Indenture, including, without limitation to facilitate the issuance and administration of the Notes; provided, however, that (i) compliance with the Indenture as so amended would not result in Notes being transferred in violation of the Securities Act or any applicable securities law and (ii) such amendment does not materially and adversely affect the rights of Holders to transfer Notes.

For purposes of determining whether the holders of the requisite principal amount of Notes have taken any action under the Indenture, the principal amount of Sterling Notes and Dollar Notes shall be deemed to be the Dollar Equivalent of such principal amount of Sterling Notes and Dollar Notes as of (i) if a record date has been set with respect to the taking of such action, such date or (ii) if no such record date has been set, the date the taking of such action by the Holders of such requisite principal amount is certified to the Trustee by the Issuer.

In formulating its opinion on such matters, the Trustee shall be entitled to require and rely on such evidence as it deems appropriate, including an Opinion of Counsel and an Officers' Certificate.

The consent of the holders is not necessary under the Indenture to approve the particular form of any proposed amendment. It is sufficient if such consent approves the substance of the proposed amendment. A consent to any amendment or waiver under the Indenture by any holder of Notes given in connection with a tender of such holder's Notes will not be rendered invalid by such tender. After an amendment under the Indenture becomes effective, the Company is required to mail to the holders a notice briefly describing such amendment. For so long as the Notes are listed on the Luxembourg Stock Exchange and the guidelines of such Stock Exchange so require, the Company will notify the Luxembourg Stock Exchange of any such amendment, supplement and waiver.

Defeasance

The Issuer at any time may terminate all of its obligations under the Notes and the Indenture ("legal defeasance"), except for certain obligations, including those respecting the defeasance trust and obligations to register the transfer or exchange of the Notes, to replace mutilated, destroyed, lost or stolen Notes and to maintain a registrar and paying agent in respect of the Notes.

The Issuer at any time may terminate its obligations under the covenants described under "*Certain Covenants*" (other than clauses (1) and (2) under the second paragraph of "*— Certain Covenants — Merger and Consolidation*") and the default provisions relating to such covenants under "*— Events of Default*" above, the operation of the cross- default upon a payment default, the cross acceleration provisions, the bankruptcy provisions with respect to Significant Subsidiaries, the judgment default provision described under "*— Events of Default*" above and the limitations contained in clauses (3) and (4) under the second paragraph of "*— Certain Covenants — Merger and Consolidation*" above ("covenant defeasance").

The Issuer may exercise its legal defeasance option notwithstanding their prior exercise of their covenant defeasance option. If the Issuer exercises its legal defeasance option, payment of the Notes may not be accelerated because of an Event of Default with respect to the Notes. If the Issuer exercises its covenant defeasance option, payment of the Notes may not be accelerated because of an Event of Default specified in clauses (4), (5), (6), (7) (with respect only to Significant Subsidiaries), (8) or (9) under "*— Events of Default*" above or because of the failure of the Issuer to comply with clauses (3) or (4) under the second paragraph of "*— Certain Covenants — Merger and Consolidation*" above.

In order to exercise either defeasance option, the Issuer must irrevocably deposit in trust (the "defeasance trust") with the Trustee sterling, sterling-denominated UK Government Obligations or a combination thereof (in the case of the Sterling Notes) and dollars, dollar-denominated U.S. Government Obligations or a combination thereof (in the case of the Dollar Notes) for the payment of principal, premium, if any, interest and Additional Amounts, if any, on the Notes to redemption or maturity, as the case may be, and must comply with certain other conditions, including, among other things, delivery to the Trustee of an Opinion of Counsel (subject to customary exceptions and exclusions) to the effect that holders of the Notes will not recognize income, gain or loss for United States Federal income tax purposes as a result of such deposit and defeasance and will be subject to United States Federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred. In the case of legal defeasance only, such Opinion of Counsel must be based on a ruling of the Internal Revenue Service or other change in applicable United States Federal income tax law.

Satisfaction and Discharge

The Indenture, the Security Documents and the rights, duties and obligations of the Trustee and the holders under the Intercreditor Deeds or any Additional Intercreditor Deed will be discharged and will cease to be of further effect as to all Notes issued thereunder, or as to the Sterling Notes or Dollar Notes, as applicable, when:

(1) either:

   (a) all Notes (or all Sterling Notes or Dollar Notes, as applicable) that have been authenticated, except lost, stolen or destroyed Notes that have been replaced or paid and Notes for whose payment money has been deposited in trust and thereafter repaid to the Issuer, have been delivered to a Paying Agent or Registrar for cancellation; or

   (b) (i) all Notes (or all Sterling Notes or Dollar Notes, as applicable) that have not been delivered to a Paying Agent or Registrar for cancellation (x) have become due and payable by reason of the mailing of a notice of redemption or otherwise or (y) will become due and payable within one year and (ii) the Issuer or a Guarantor has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust solely for the benefit of the holders, with respect to the Sterling Notes, cash, Cash Equivalents, UK Government Obligations or a combination thereof, in each case, denominated in sterling and, with respect to the Dollar Notes, cash, Cash Equivalents, U.S. Government Obligations or a combination thereof, in each case, denominated in U.S. dollars, in amounts as will be sufficient, without consideration of any reinvestment of interest, to pay and discharge the entire Indebtedness on the Notes not delivered to a Paying Agent or Registrar for cancellation for principal, premium and Additional Amounts (if any) and accrued interest to the date of maturity or redemption;

(2) no Default or Event of Default has occurred and is continuing on the date of the deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit) and the deposit will not result in a breach or violation of, or constitute a default under,

any other instrument to which the Issuer or a Guarantor is a party or by which the Issuer or a Guarantor is bound;

(3) the Issuer or the Guarantor(s) has paid or caused to be paid all other amounts payable by it under the Indenture; and

(4) the Company has delivered irrevocable instructions to the Trustee under the Indenture to apply the deposited money toward the payment of the Notes (or the Sterling Notes or Dollar Notes, as applicable) at maturity or on the redemption date, as the case may be.

In addition, the Company must deliver to the Trustee an Officer's Certificate and an opinion of counsel, in each case, stating that all conditions precedent to satisfaction and discharge have been satisfied.

Currency Indemnity

The sole currency of account and payment for all sums payable by the Issuer under the Indenture with respect to the Sterling Notes is pounds sterling and with respect to the Dollar Notes is U.S. dollars. Any amount received or recovered in a currency other than pounds sterling or U.S. dollars, as the case may be, in respect of the Notes (whether as a result of, or the enforcement of, a judgment or order of a court of any jurisdiction, in the winding-up or dissolution of the Company, any Subsidiary or otherwise) by the holder in respect of any sum expressed to be due to it from the Issuer will constitute a discharge of the Issuer only to the extent of the sterling or U.S. dollar amount, as the case may be, which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not possible to make that purchase on that date, on the first date on which it is possible to do so). If that sterling amount or U.S. dollar amount, as the case may be, is less than the sterling amount or U.S. dollar amount, as the case may be, expressed to be due to the recipient under any Note, the Issuer will indemnify the recipient against any loss sustained by it as a result. In any event the Issuer will indemnify the recipient against the cost of making any such purchase.

For the purposes of this indemnity, it will be sufficient for the holder to certify that it would have suffered a loss had an actual purchase of pounds sterling or U.S. dollars, as the case may be, been made with the amount so received in that other currency on the date of receipt or recovery (or, if a purchase of sterling or U.S. dollars, as the case may be, on such date had not been practicable, on the first date on which it would have been practicable). These indemnities constitute a separate and independent obligation from the other obligations of the Issuer, will give rise to a separate and independent cause of action, will apply irrespective of any waiver granted by any holder and will continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note or any other judgment or order.

Listing

The Issuer will apply to list the Notes on the Official List of the Luxembourg Stock Exchange and will use all reasonable efforts to have the Notes admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange within a reasonable period after the Issue Date and will maintain such listing as long as the Notes are outstanding; *provided*, *however*, that if the Issuer can no longer maintain such listing or it becomes unduly burdensome to make or maintain such listing (for the avoidance of doubt, preparation of financial statements in accordance with GAAP or any accounting standard other than GAAP and any other standard pursuant to which the Issuer then prepares its financial statements shall be deemed unduly burdensome), the Issuer may cease to make or maintain such listing on the Luxembourg Stock Exchange *provided* that the Issuer will use its reasonable best efforts to obtain and maintain the listing of the Notes on another recognized listing exchange for high yield issuers (which may be a stock exchange that is not regulated by the European Union). There can be no assurance that the application to list the Notes on the Official List of the Luxembourg Stock Exchange and to admit the Notes on the Euro MTF Market will be approved and settlement of the Notes is not conditioned on obtaining this listing.

So long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted for trading on the Euro MTF Market and the rules of the Luxembourg Stock Exchange shall so require, copies of the financial statements included in this Offering Memorandum may be obtained, free of charge, during normal business hours at the offices of the Paying Agent.

No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee, incorporator, member or stockholder of the Company any of its parent companies or any of its Subsidiaries or Affiliates, as such, shall have any liability for any obligations of the Issuer under the Notes or the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver and release may not be effective to waive liabilities under the United States federal securities laws and it is the view of the SEC that such a waiver is against public policy.

Consent to Jurisdiction and Service of Process

The Indenture will provide that the Issuer and each Guarantor will irrevocably appoint Law Debenture Corporate Services Inc. as its agent for service of process in any suit, action or proceeding with respect to the Indenture, the Notes and the Security Documents, as the case may be, brought in any federal or state court located in the Borough of Manhattan in the City of New York and that each of the parties submit to the jurisdiction thereof. If for any reason Law Debenture Corporate Services Inc. is unable to serve in such capacity, the Issuer and such Guarantor shall appoint another agent reasonably satisfactory to the Trustee.

Concerning the Trustee

The Bank of New York Mellon, acting through its London Branch, will be the Trustee, Principal Paying Agent and transfer agent with regard to the Notes and will initially act as Paying Agent in London. The Bank of New York Mellon will initially act as Paying Agent in New York and The Bank of New York Mellon (Luxembourg) S.A. will be Registrar with regard to the Notes.

Governing Law

The Indenture will provide that it and the Notes will be governed by, and construed in accordance with, the laws of the State of New York.

Notices

Notices to the holders regarding the Notes will be sent by the Company through the newswire service of Bloomberg (or if Bloomberg does not operate, any similar agency). So long as any Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted for trading on the Euro MTF Market of the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, any such notice to the holders of the relevant Notes shall also be published in a newspaper having a general circulation in Luxembourg or, to the extent and in the manner permitted by such rules, posted on the official website of the Luxembourg Stock Exchange and, in connection with any redemption, the Company will notify the Luxembourg Stock Exchange of any change in the principal amount of Notes outstanding. Additionally, in the event the Notes are in the form of Definitive Notes, notices will be sent, by first-class mail, with a copy to the Trustee, to each holder of the Notes at such holder's address as it appears on the registration books of the Registrar. If publication as provided above is not practicable, notice will be given in such other manner, and shall be deemed to have been given on such date, as the Trustee may approve. If and so long as such Notes are listed on any other securities exchange, notices will also be given in accordance with any applicable requirements of such securities exchange. Notices given by publication will be deemed given on the first date on which publication is made and notices given by first-class mail, postage prepaid, will be deemed given five calendar days after mailing.

Prescription

Claims against the Issuer for the payment of principal or Additional Amounts, if any, on the Notes will be prescribed ten years after the applicable due date for payment thereof. Claims against the Issuer for the payment of interest on the Notes will be prescribed five years after the applicable due date for payment of interest.

Certain Definitions

"Acquired Indebtedness" means Indebtedness (i) of a Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary or (ii) assumed in connection with the acquisition of

assets from such Person, in each case whether or not Incurred by such Person in connection with, or in anticipation or contemplation of, such Person becoming a Restricted Subsidiary or such acquisition. Acquired Indebtedness shall be deemed to have been Incurred, with respect to clause (i) of the preceding sentence, on the date such Person becomes a Restricted Subsidiary and, with respect to clause (ii) of the preceding sentence, on the date of consummation of such acquisition of assets.

"2006 Indenture" means the indenture dated as of July 25, 2006 between the Issuer, NTL Incorporated, NTL:Telewest LLC, NTL Holdings Inc., NTL (UK) Group, Inc., NTL Communications Limited, NTL Investment Holdings Limited, The Bank of New York Mellon, acting through its London Branch, as trustee and paying agent and The Bank of New York (Luxembourg) S.A. as Luxembourg paying agent.

"Additional Assets" means:

(1) any property or assets (other than Indebtedness and Capital Stock) to be used by the Issuer or a Restricted Subsidiary in a Related Business or are otherwise useful in a Related Business (it being understood that capital expenditure on property or assets already used in a Related Business or to replace any property or assets that are the subject of such Asset Disposition or any operating expenses Incurred in the day-to-day operations of a Related Business shall be deemed an Investment in Additional Assets);

(2) the Capital Stock of a Person that is engaged in a Related Business and becomes a Restricted Subsidiary as a result of the acquisition of such Capital Stock by the Company or a Restricted Subsidiary; or

(3) Capital Stock constituting a minority interest in any Person that at such time is a Restricted Subsidiary.

"Affiliate" of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Affiliate Guarantors" refers to (i) ntl Kirklees, a private unlimited company incorporated under the laws of England and Wales; and (ii) ntl Glasgow, a private unlimited company incorporated under the laws of Scotland, each of which is an indirect Subsidiary of Virgin Media and has provided a guarantee under the Existing Senior Secured Notes;

"Applicable Premium" means, in the case of the Sterling Notes, the Sterling Applicable Premium and, in the case of the Dollar Notes, the Dollar Applicable Premium.

"Asset Disposition" means any direct or indirect sale, lease (other than an operating lease entered into in the ordinary course of business), transfer, issuance or other disposition, or a series of related sales, leases (other than an operating lease entered into in the ordinary course of business), transfers, issuances or dispositions that are part of a common plan, of shares of Capital Stock of a Subsidiary (other than directors' qualifying shares), property or other assets (each referred to for the purposes of this definition as a "disposition") by the Company or any of the Restricted Subsidiaries, including any disposition by means of a merger, consolidation or similar transaction.

Notwithstanding the preceding, the following items shall not be deemed to be Asset Dispositions:

(1) a disposition by a Restricted Subsidiary to the Company or by the Company or a Restricted Subsidiary (other than a Receivables Entity) to a Restricted Subsidiary;

(2) the sale or disposition of cash or of Cash Equivalents or Investment Grade Securities in the ordinary course of business;

(3) a disposition of inventory, consumer equipment, trading stock, communications capacity or other assets in the ordinary course of business;

(4) a disposition of obsolete or worn out equipment or equipment that is no longer useful in the conduct of the business of the Company and the Restricted Subsidiaries and that is disposed of in each case in the ordinary course of business;

(5) transactions permitted under *"— Certain Covenants — Merger and Consolidation*" or a transaction that constitutes a Change of Control;

(6) an issuance of Capital Stock by a Restricted Subsidiary to the Company or to another Restricted Subsidiary;

(7) for purposes of "*— Certain Covenants — Limitation on Sales of Assets and Subsidiary Stock*" only, the making of a Permitted Investment or a disposition subject to "*— Certain Covenants — Limitation on Restricted Payments*";

(8) dispositions of assets in a single transaction or series of related transactions with an aggregate fair market value in any calendar year of less than £10.0 million (with unused amounts in any calendar year being carried over to the next succeeding year subject to a maximum of £10.0 million of carried over amounts for any calendar year);

(9) dispositions in connection with Permitted Liens;

(10) dispositions of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements;

(11) the licensing or sublicensing of intellectual property or other general intangibles and licenses, sublicenses, leases or subleases of other property;

(12) foreclosure, condemnation or similar action with respect to any property or other assets;

(13) the sale or discount (with or without recourse, and on customary or commercially reasonable terms) of accounts receivable or notes receivable arising in the ordinary course of business, or the conversion or exchange of accounts receivable for notes receivable;

(14) sales of accounts receivable and related assets or an interest therein of the type specified in the definition of "Qualified Receivables Transaction" to a Receivables Entity;

(15) any disposition of Capital Stock, Indebtedness or other securities of an Unrestricted Subsidiary;

(16) any disposition of Capital Stock of a Restricted Subsidiary pursuant to an agreement or other obligation with or to a Person (other than the Company or a Restricted Subsidiary) from whom such Restricted Subsidiary was acquired or from whom such Restricted Subsidiary acquired its business and assets (having been newly formed in connection with such acquisition), made as part of such acquisition and in each case comprising all or a portion of the consideration in respect of such sale or acquisition;

(17) any surrender or waiver of contract rights or the settlement, release or surrender of contract, tort or other claims of any kind;

(18) (a) disposals of assets, rights or revenue not constituting part of the Distribution Business of the Company and the Restricted Subsidiaries, and (b) other disposals of non-core assets acquired in connection with any acquisition permitted under the Indenture;

(19) disposals of assets or Capital Stock acquired in an acquisition within 6 months of such acquisition which the Company or any Restricted Subsidiary is required by a regulatory authority or court of competent jurisdiction to dispose of;

(20) disposals of other interests in other entities in an amount not to exceed £5.0 million; and

(21) any other disposal of assets comprising in aggregate percentage value of 10% or less of the Total Assets of the Company and the Restricted Subsidiaries as set forth in the most recent audited consolidated financial statements of the Company delivered to the holders of the Notes pursuant to the covenant described under "*— Certain Covenants — Reports*".

"Board of Directors" means, as to any Person, the board of directors of such Person or any duly authorized committee thereof; *provided*, any action required to be taken under the Indenture by the Board of Directors of the Company can, in the alternative, at the option of the Company, be taken by the Board of Directors of the Ultimate Parent.

"Bridge Facility Agreements" means (i) the Senior Secured Bridge Facility and (ii) the Senior Bridge Facility.

"Business Day" means each day that is not a Saturday, Sunday or other day on which banking institutions in New York, New York or London, England are authorized or required by law to close.

"Business Division Transaction" means any creation or participation in any joint venture with respect to any assets, undertakings and/or businesses of the Company and the Restricted Subsidiaries which comprise all or part of the Virgin Media Business division (or its predecessor or successors), to or with any other entity or person whether or not the Company or any of the Restricted Subsidiaries, excluding the contribution to (but not the use by) any joint venture of the backbone assets utilized by the Company and the Restricted Subsidiaries and excluding any Subsidiary included in or owned by the Virgin Media Business division but not engaged in the business of that division.

"Capital Stock" of any Person means any and all shares, interests, rights to purchase, warrants, options, participation or other equivalents of interests in (however designated) equity of such Person, including any Preferred Stock, but excluding any debt securities convertible into such equity.

"Capitalized Lease Obligation" means an obligation that is required to be classified and accounted for as a capitalized lease for financial reporting purposes in accordance with GAAP. The amount of Indebtedness represented by such obligation will be the capitalized amount of such obligation at the time any determination thereof is to be made as determined in accordance with GAAP, and the Stated Maturity thereof will be the date of the last payment of rent or any other amount due under such lease prior to the first date such lease may be terminated without penalty, provided that, upon a change in generally accepted accounting principles eliminating the difference in treatment of operating leases and capital leases, "capital lease" shall be deemed to be a leasing arrangement where the net present value of the payments (using an interest rate determined with reference to yield to maturity in the trading markets for the issue at the date of the lease of VM FinanceCo's unsecured senior notes with the longest maturity date at the date of the lease exceeds 90% of the fair value of the asset.

"Cash Equivalents" means:

(1) securities issued or directly and fully guaranteed or insured by the United States Government or a member state of the European Union as of January 1, 2004 (each a "Qualified Country") or any agency or instrumentality thereof (*provided* that the full faith and credit of such Qualified Country is pledged in support thereof), having maturities of not more than one year from the date of acquisition;

(2) marketable general obligations issued by any political subdivision of any Qualified Country or any public instrumentality thereof maturing within one year from the date of acquisition of the United States (*provided* that the full faith and credit of the Qualified Country is pledged in support thereof) and, at the time of acquisition, having a credit rating of "A2" or better from either Standard & Poor's Ratings Services or Moody's Investors Service, Inc.;

(3) certificates of deposit, time deposits, eurodollar time deposits, overnight bank deposits or bankers' acceptances having maturities of not more than one year from the date of acquisition thereof issued by any lender party to any Credit Facility or by any bank or trust company (x) the long-term debt of which is rated at the time of acquisition thereof at least "A" or the equivalent thereof by Standard & Poor's Ratings Services, or "A" or the equivalent thereof by Moody's Investors Service, Inc. (or if at the time neither is issuing comparable ratings, then a comparable rating of another nationally recognized rating agency);

(4) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (1), (2) and (3) entered into with any bank meeting the qualifications specified in clause (3) above;

(5) commercial paper rated at the time of acquisition thereof at least "A-2" or the equivalent thereof by Standard & Poor's Ratings Services or "P-2" or the equivalent thereof by Moody's Investors Service, Inc., or carrying an equivalent rating by an internationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of investments, and in any case maturing within one year after the date of acquisition thereof; and

(6) interests in any investment company or money market fund which invests 95% or more of its assets in instruments of the type specified in clauses (1) through (5) above.

"Change of Control" means:

(1) Virgin Media Communications (a) ceases to be the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of the Company and (b) ceases, by virtue of any powers conferred by the articles of association or other documents regulating the Company to, directly or indirectly, direct or cause the direction of management and policies of the Company;

(2) the sale, lease, transfer, conveyance or other disposition (other than by way of merger, consolidation) in one or a series of related transactions, of all or substantially all of the assets of the Company and the Restricted Subsidiaries taken as a whole to any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) other than a Permitted Holder;

(3) at any time after the consummation of the Debt Pushdown, the Company ceases to own directly all of the Capital Stock of the Issuer; or

(4) the adoption by the stockholders of the Company or the Issuer of a plan or proposal for the liquidation or dissolution of the Company or the Issuer, other than a transaction complying with the covenant described under "— *Certain Covenants — Merger and Consolidation*";

Provided that a Change of Control shall not be deemed to have occurred pursuant to clause (1) of this definition upon the consummation of the Post-Closing Reorganization or a Spin-Off. Notwithstanding the foregoing, upon consummation of the Post-Closing Reorganization or a Spin-Off, "Virgin Media Communications" in clause (1) will be replaced with New Immediate Holdco, in respect of the Post-Closing Reorganization, and the Spin Parent, in respect of a Spin-Off.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Collateral" means any assets in which a security interest has been or will be granted pursuant to any Security Document to secure the obligations under the Indenture, the Notes or any Guarantee.

"Common Stock" means, with respect to any Person, any and all shares, interests or other participations in, and other equivalents (however designated and whether voting or nonvoting) of such Person's common stock whether or not outstanding on the Issue Date, and includes, without limitation, all series and classes of such common stock.

"Consolidated EBITDA" means, for any period, without duplication, the Consolidated Net Income for such period, plus the following to the extent deducted in calculating such Consolidated Net Income:

(1) Consolidated Interest Expense;

(2) Consolidated Income Taxes;

(3) consolidated depreciation expense;

(4) consolidated amortization expense;

(5) any reasonable expenses, charges or other costs related to any Equity Offering, Permitted Investment, acquisition, recapitalization or the Incurrence of any Indebtedness permitted by the Indenture, in each case, as determined in good faith by an Officer of the Company and without duplication of any amounts excluded under clause (3) of the definition of "Consolidated Net Income";

(6) the amount of Management Fees and other monitoring and advisory fees and related expenses paid in such period to the Permitted Holders to the extent permitted by the covenant described under "— *Certain Covenants — Limitation on Affiliate Transactions*"; and

(7) other non-cash charges reducing Consolidated Net Income (excluding any such non-cash charge to the extent it represents an accrual of or reserve for cash charges in any future period) less other non- cash items of income increasing Consolidated Net Income (excluding any such non-cash item of income to the extent it represents a receipt of cash payments in any future period),

Notwithstanding the foregoing, the provision for taxes and the depreciation, amortization and non-cash items of a Restricted Subsidiary shall be added to Consolidated Net Income to compute Consolidated EBITDA only to the extent (and in the same proportion, including by reason of minority interests) that the net income or loss of such Restricted Subsidiary was included in calculating

Consolidated Net Income and only if a corresponding amount would be permitted at the date of determination to be distributed to the Company by such Restricted Subsidiary without prior approval (that has not been obtained), pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, governmental rules and regulations applicable to such Restricted Subsidiary or its shareholders (other than any restriction specified in sub-clauses (a) through (d) of clause (2) of the definition of "Consolidated Net Income").

"Consolidated Income Taxes" means taxes based on income, profits or capital of any of the Company and the Restricted Subsidiaries whether or not paid, estimated, accrued or required to be remitted to any governmental authority taken into account in calculating Consolidated Net Income.

"Consolidated Interest Expense" means, for any period the consolidated net interest income/expense of the Company and the Restricted Subsidiaries (in each case, determined on the basis of GAAP), whether paid or accrued, including any such interest and charges consisting of:

(1) interest expense attributable to Capitalized Lease Obligations;

(2) amortization of debt discount and debt issuance cost;

(3) non-cash interest expense;

(4) commissions, discounts and other fees and charges owed with respect to financings not included in clause (2) above;

(5) costs associated with Hedging Obligations;

(6) dividends on other distributions in respect of all Disqualified Stock of the Company and all Preferred Stock of any Restricted Subsidiary, to the extent held by Persons other than the Company or a Subsidiary of the Company;

(7) the consolidated interest expense that was capitalized during such period; and

(8) interest actually paid by the Company or any Restricted Subsidiary, under any Guarantee of Indebtedness or other obligation of any other Person.

"Consolidated Leverage Ratio", as of any date of determination, means the ratio of:

(1) the outstanding Indebtedness (other than (x) any Indebtedness under a Permitted Revolving Credit Facility, (y) Subordinated Shareholder Loans and (z) any Indebtedness which is a contingent obligation of the Company or a Restricted Subsidiary; *provided* that for the purpose of calculating the Consolidated Leverage Ratio for purposes of clause 15(b) of the second paragraph of the covenant under the caption *" — Certain* Covenants— *Limitation on Indebtedness*", any guarantee by the Company or any Restricted Subsidiary of Indebtedness of VM FinanceCo and/or any other Parent Guarantor (including, without limitation, any guarantees of the Senior Notes, the Senior Bridge Facility and the Existing Senior Notes) shall be included in determining any such outstanding Indebtedness) of the Company and the Restricted Subsidiaries on a Consolidated basis, to

(2) the *Pro forma* EBITDA for the period of the most recent two consecutive fiscal quarters for which financial statements have previously been furnished to holders of the Notes pursuant to the covenant described under "— *Certain Covenants — Reports*", multiplied by 2.0.

"Consolidated Net Income" means, for any period, net income (loss) of the Company and the Restricted Subsidiaries determined on a consolidated basis on the basis of GAAP; *provided, however*, that there will not be included in such Consolidated Net Income:

(1) subject to the limitations contained in clause (3) below, any net income (loss) of any Person (other than the Company) if such Person is not a Restricted Subsidiary, except that (A) the Company's equity in the net income of any such Person for such period will be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed by such Person during such period to the Company or a Restricted Subsidiary as a dividend or other distribution or return on investment (subject, in the case of a dividend or other distribution or return on investment to a Restricted Subsidiary, to the limitations contained in clause (2) below); and (B) the Company's equity in a net loss of any such Person (other than an Unrestricted Subsidiary) for such period will be included in determining such Consolidated Net

Income to the extent such loss has been funded with cash from the Company or a Restricted Subsidiary;

(2) any net income (loss) of any Restricted Subsidiary if such Subsidiary is subject to restrictions, directly or indirectly, on the payment of dividends or the making of distributions by such Restricted Subsidiary, directly or indirectly, to the Company by operation of the terms of such Restricted Subsidiary's charter or any agreement, instrument, judgment, decree, order, statute or governmental rule or regulation applicable to such Restricted Subsidiary or its shareholders (other than (a) restrictions that have been waived or otherwise released, (b) restrictions pursuant to the Notes or the Indenture, (c) restrictions in effect on the Issue Date with respect to a Restricted Subsidiary (including pursuant to the Notes, the Senior Credit Facility, the Bridge Facility Agreements, the Existing Senior Secured Notes, the Existing Senior Notes or the Senior Notes) and other restrictions with respect to any Restricted Subsidiary that, taken as a whole, are not materially less favorable to the holders than restrictions in effect on the Issue Date and (d) restrictions as in effect on the Issue Date specified in clause (8), or restrictions specified in clause (10), of the second paragraph of the covenant described under *"— Certain Covenants — Limitation on Restrictions on Distributions from Restricted Subsidiaries"*), except that the Company's equity in the net income of any such Restricted Subsidiary for such period will be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed or that could have been distributed by such Restricted Subsidiary during such period to the Company or another Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend to another Restricted Subsidiary, to the limitation contained in this clause);

(3) any net gain (or loss) realized upon the sale or other disposition of any asset or disposed operations of the Company or any Restricted Subsidiary which is not sold or otherwise disposed of in the ordinary course of business (as determined in good faith by the Board of Directors or senior management of the Company);

(4) the cumulative effect of a change in accounting principles;

(5) any non-cash compensation charge arising from any grant of stock, stock options or other equity based awards;

(6) all deferred financing costs written off and premiums paid in connection with any early extinguishment of Indebtedness and any net gain (loss) from any write-off or forgiveness of Indebtedness;

(7) any unrealized gains or losses in respect of Hedging Obligations;

(8) any goodwill or other intangible asset impairment charge or write-off;

(9) the impact of capitalized interest on Subordinated Shareholder Loans; and

(10) any derivative instruments gains or losses, foreign exchange gains or losses, and gains or losses associated with fair value adjustment on financial instruments.

"Consolidation" means the consolidation of the accounts of each of the Restricted Subsidiaries (excluding the Affiliate Guarantors) with those of the Company in accordance with GAAP consistently applied and together with the accounts of the Affiliate Guarantors on a combined basis (including eliminations of intercompany transactions and balances, as appropriate); *provided, however*, that "Consolidation" will not include consolidation of the accounts of any Unrestricted Subsidiary, but the interest of the Company or any Restricted Subsidiary in an Unrestricted Subsidiary will be accounted for as an investment. The term "Consolidated" has a correlative meaning.

"Content" means any rights to broadcast, transmit, distribute or otherwise make available for viewing, exhibition or reception (whether in analogue or digital format and whether as a channel or an internet service, a teletext-type service, an interactive service, or an enhanced television service or any part of any of the foregoing, or on a pay-per-view basis, or near video-on-demand, or video-on-demand basis or otherwise) any one or more of audio and/or visual images, audio content, or interactive content (including hyperlinks, re-purposed web-site content, database content plus associated templates, formatting information and other data including any interactive applications or functionality), text, data, graphics, or other content, by means of any means of distribution, transmission or delivery system or technology (whether now known or herein after invented).

"Convertible Senior Notes" means the $1,000,000,000 of 6.50% Convertible Senior Notes due 2016 issued pursuant to an indenture dated as of April 16, 2008 between Virgin Media and the Bank of New York Mellon, acting through its London Branch, as trustee, as amended or supplemented from time or any refinancing or replacement thereof (including successive refinancings).

"Credit Facility" means, one or more debt facilities or arrangements (including, without limitation, the Senior Credit Facility or any Permitted Revolving Credit Facility) or commercial paper facilities with banks or other institutions or investors providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such institutions or to special purpose entities formed to borrow from such institutions against such receivables), letters of credit or other Indebtedness, in each case, as amended, restated, modified, renewed, refunded, replaced, restructured, refinanced, repaid, increased or extended in whole or in part from time to time (and whether in whole or in part and whether or not with the original administrative agent and lenders or another administrative agent or agents or other banks or institutions or investors and whether provided under the Senior Credit Facility, a Permitted Revolving Credit Facility or one or more other credit or other agreements, indentures, financing agreements or otherwise) and in each case including all agreements, instruments and documents executed and delivered pursuant to or in connection with the foregoing (including but not limited to any notes and letters of credit issued pursuant thereto and any guarantee and collateral agreement, patent and trademark security agreement, mortgages or letter of credit applications and other guarantees, pledges, agreements, security agreements and collateral documents). Without limiting the generality of the foregoing, the term "Credit Facility" shall include any agreement or instrument (i) changing the maturity of any Indebtedness Incurred thereunder or contemplated thereby, (ii) adding Subsidiaries of the Company as additional borrowers or guarantors thereunder, (iii) increasing the amount of Indebtedness Incurred thereunder or available to be borrowed thereunder or (iv) otherwise altering the terms and conditions thereof.

"Currency Agreement" means, in respect of a Person, any foreign exchange contract, currency swap agreement, futures contract, option contract, derivative or other similar agreement as to which such Person is a party or a beneficiary.

"Default" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"Designated Non-Cash Consideration" means the fair market value (as determined in good faith by the Board of Directors or senior management of the Company) of non-cash consideration received by the Company or one of the Restricted Subsidiaries in connection with an Asset Disposition that is so designated as Designated Non-Cash Consideration pursuant to an Officer's Certificate, setting forth the basis of such valuation, less the amount of cash or Cash Equivalents received in connection with a subsequent payment, redemption, retirement, sale or other disposition of such Designated Non-Cash Consideration. A particular item of Designated Non-Cash Consideration will no longer be considered to be outstanding when and to the extent it has been paid, redeemed or otherwise retired or sold or otherwise disposed of in compliance with the covenant described under "— *Certain Covenants — Limitation on Sales of Assets and Subsidiary Stock*."

"Disqualified Stock" means, with respect to any Person, any Capital Stock of such Person which by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event:

(1) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise;

(2) is convertible or exchangeable for Indebtedness or Disqualified Stock (excluding Capital Stock which is convertible or exchangeable solely at the option of the Company or a Restricted Subsidiary); or

(3) is redeemable at the option of the holder of the Capital Stock in whole or in part, in each case on or prior to the earlier of the date (a) of the Stated Maturity of the Notes or (b) on which there are no Notes outstanding, *provided* that only the portion of Capital Stock which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date will be deemed to be Disqualified Stock; *provided*, *further* that any Capital Stock that would constitute Disqualified Stock solely because the holders thereof have the right to require the Company to repurchase such Capital Stock upon the occurrence of a change of control or asset sale (each defined in a substantially identical manner to the corresponding definitions in the Indenture) shall not constitute Disqualified Stock if the terms of such Capital Stock (and all such securities into which it is convertible or for which it is ratable or

exchangeable), *provided* that the Company may not repurchase or redeem any such Capital Stock (and all such securities into which it is convertible or for which it is ratable or exchangeable) pursuant to such provision prior to compliance by the Company with the provisions of the Indenture described under the captions "*— Certain Covenants — Change of Control*" and " *— Certain Covenants — Limitation on Sales of Assets and Subsidiary Stock*" and such repurchase or redemption complies with "*— Certain Covenants — Limitation on Restricted Payments*".

"Distribution Business" means: (1) the business of upgrading, constructing, creating, developing, acquiring, operating, owning, leasing and maintaining cable television networks (including for avoidance of doubt master antenna television, satellite master antenna television, single and multi-channel microwave single or multi-point distribution systems and direct-to-home satellite systems) for the transmission, reception and/or delivery of multi-channel television and radio programming, telephony and internet and/or data services to the residential markets; or (2) any business which is incidental to or related to and, in either case, material to such business.

"Dollar Equivalent" means with respect to any monetary amount in pounds sterling, at any time for the determination thereof, the amount of U.S. Dollars obtained by converting the pounds sterling involved in such computation into U.S. Dollars at the spot rate for the purchase of U.S. Dollars with pounds sterling as published by Bloomberg on the date two Business Days prior to such determination.

"Dollar Applicable Premium" means with respect to a Dollar Note at any redemption date prior to , 2017, the excess of (A) the present value at such redemption date of (1) the redemption price of such Dollar Note on , 2017 (such redemption price being described under "*Optional Redemption — Optional Redemption on or after , 2017*" exclusive of any accrued and unpaid interest) plus (2) all required remaining scheduled interest payments due on such Dollar Note through , 2017 (but excluding accrued and unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate plus 50 basis points over (B) the principal amount of such Dollar Note on such redemption date.

"Enforcement Control Event" shall have the meaning ascribed thereto in the Group Intercreditor Deed.

"Enforcement Sale" means (1) any sale or disposition (including by way of public auction) of the Collateral pursuant to an enforcement action taken by the Security Trustee in accordance with the provisions of the Group Intercreditor Deed, including on behalf of the Senior Indebtedness Incurred under the Senior Credit Facility, the holders of the Existing Senior Secured Notes, the Senior Secured Bridge Facility, the holders of the Notes or certain hedging counterparties, to the extent such sale or disposition is effected in compliance with the provisions of the Group Intercreditor Deed, or (2) any sale or disposition of the Collateral pursuant to the enforcement of security in favor of other Senior Indebtedness of the Company or the Restricted Subsidiaries which complies with the terms of an Additional Intercreditor Deed (or if there is no such intercreditor agreement, would substantially comply with the requirements of clause (1) hereof).

"Equity Offering" means a sale of (a) Capital Stock of the Company (other than Disqualified Stock), or (b) Capital Stock of a Parent the proceeds of which are contributed as equity share capital to the Company or (c) Subordinated Shareholder Loans.

"Exchange Act" means the United States Securities Exchange Act of 1934, as amended.

"Excluded Assets" means any of the following:

(1) any Rule 3-16 Excluded Collateral;

(2) any assets securing Purchase Money Obligations and Capitalized Lease Obligations;

(3) any assets secured pursuant to clauses (1), (14), (15), (18) (with respect to clauses (14) and (15) only) or (25) of the definition of "Permitted Liens;"

(4) any interest in any Excluded Subsidiary, any non-recourse special purpose vehicles or any joint venture;

(5) any assets which are prohibited or restricted by applicable Law from securing the Notes or the Note Guarantees; and

(6) any assets that are expressly excluded from the collateral securing the Senior Credit Facility or any Pari Passu Lien Obligations outstanding from time to time.

"Excluded Subsidiary" means:

(1) any Subsidiary of the Company which is a dormant subsidiary;

(2) Flextech Interactive Limited;

(3) Fawnspring Limited; and

(4) NTL South Herts and its Subsidiaries, until such time as NTL South Herts becomes a Wholly-Owned Subsidiary of the Company.

"Excluded Contribution" means Net Cash Proceeds or property or assets received by the Company as capital contributions to the Company after the Issue Date or from the issuance or sale (other than to a Restricted Subsidiary) of Capital Stock (other than Disqualified Stock) of the Company, in each case to the extent designated as an Excluded Contribution pursuant to an Officers' Certificate of the Company.

"Existing Credit Facility" means the Senior Facilities Agreement dated March 16, 2010 between Virgin Media and the other parties thereto, as the same may be amended, modified, supplemented, extended or replaced from time to time, in each case in accordance with the terms of the Indenture.

"Existing Senior Notes" means (i) the $600 million of 8.375% Senior Notes due 2019, (ii) the £350 million of 8.875% Senior Notes due 2019, (iii) the $500 million 5.25% Senior Notes due 2022, (iv) the $900 million 4.875% Senior Notes due 2022 and (v) the £400 million 5.125% Senior Notes due 2022, issued by VM FinanceCo pursuant to the relevant Existing Senior Notes Indenture.

"Existing Senior Notes Indentures" means collectively (i) the indenture dated as of November 9, 2009, among VM FinanceCo, Virgin Media Inc., the Issuer, Virgin Media Group LLC, Virgin Media Holdings Inc., Virgin Media (UK) Group, Inc., Virgin Media Communications Limited, the Company, the Bank of New York Mellon, acting through its London Branch, as trustee and paying agent and The Bank of New York Mellon (Luxembourg) S.A. as Luxembourg paying agent, as amended or supplemented from time to time, (ii) the indenture dated as of June 3, 2009, among VM FinanceCo, Virgin Media Inc., the Issuer, Virgin Media Group LLC, Virgin Media Holdings Inc., Virgin Media (UK) Group, Inc., Virgin Media Communications Limited, the Company, the Bank of New York Mellon, acting through its London Branch, as trustee and paying agent and The Bank of New York Mellon (Luxembourg) S.A. as Luxembourg paying agent, as amended or supplemented from time to time, (iii) the indenture dated as of March 13, 2012, among VM FinanceCo, Virgin Media Inc., the Issuer, Virgin Media Group LLC, Virgin Media Holdings Inc., Virgin Media (UK) Group, Inc., Virgin Media Communications Limited, the Company, the Bank of New York Mellon, acting through its London Branch, as trustee and paying agent and The Bank of New York Mellon (Luxembourg) S.A. as Luxembourg paying agent, as amended or supplemented from time to time, and (iv) the indenture dated as of October 30, 2012, among VM FinanceCo, Virgin Media Inc., the Issuer, Virgin Media Group LLC, Virgin Media Holdings Inc., Virgin Media (UK) Group, Inc., Virgin Media Communications Limited, the Company, the Bank of New York Mellon, acting through its London Branch, as trustee and paying agent and The Bank of New York Mellon (Luxembourg) S.A. as Luxembourg paying agent, as amended or supplemented from time to time.

"Existing Senior Secured Notes" means the (i) $1 billion of 6.50% Senior Secured Notes due 2018, (ii) the £875 million of 7.00% Senior Secured Notes due 2018, (iii) the £650 million 5.50% Senior Secured Notes due 2021 and (iv) the $500 million 5.25% Senior Secured Notes due 2021, issued by the Issuer pursuant to relevant Existing Senior Secured Notes Indenture;

"Existing Senior Secured Notes Indentures" means collectively (i) the indenture dated as of January 19, 2010 among the Issuer, Virgin Media Inc., VM FinanceCo, Virgin Media Investment Holdings Limited, the guarantors parties thereto, the Bank of New York Mellon, acting through its London Branch, as trustee and paying agent and The Bank of New York Mellon (Luxembourg) S.A. as Luxembourg paying agent, as amended or supplemented from time to time and (ii) the indenture dated as of March 3, 2011 among the Issuer, Virgin Media Inc., VM FinanceCo, Virgin Media Investment Holdings Limited, the guarantors parties thereto, the Bank of New York Mellon, acting through its London Branch, as trustee and paying agent and The Bank of New York Mellon (Luxembourg) S.A. as Luxembourg paying agent, as amended or supplemented from time to time.

"fair market value" unless otherwise specified, wherever such term is used in the Indenture (except as otherwise specifically provided in this "*Description of the Senior Secured Notes*"), may be conclusively established by means of an Officer's Certificate or a resolution of the Board of Directors of the Company setting out such fair market value as determined by such Officer or such Board of Directors in good faith.

"Fawnspring Limited" refers to ntl Fawnspring Limited a private limited company incorporated under the laws of England and Wales, together with its successors.

"Flextech Interactive Limited" refers to Flextech Interactive Limited a private limited company incorporated under the laws of England and Wales, together with its successors.

"GAAP" means generally accepted accounting principles in the United States of America as in effect as of the Issue Date. All ratios and computations based on GAAP contained in the Indenture shall be computed in conformity with GAAP as in effect at the Issue Date. At any time after the Issue Date, the Company may elect to apply for all purposes of the Indenture, in lieu of GAAP, IFRS and, upon such election, references to GAAP herein will be construed to mean IFRS as in effect at the Issue Date; provided that (1) all financial statements and reports to be provided, after such election, pursuant to the Indenture shall be prepared on the basis of IFRS as in effect from time to time (including that, upon first reporting its fiscal year results under IFRS, the Company shall restate its financial statements on the basis of IFRS for the fiscal year ending immediately prior to the first fiscal year for which financial statements have been prepared on the basis of IFRS), and (2) from and after such election, all ratios, computations, and other determinations based on GAAP contained in the Indenture shall still be required to be computed in conformity with GAAP. Thereafter, the Company may re-elect to apply for all purposes of the Indenture, in lieu of IFRS, GAAP, subject to the foregoing.

"Gilt Rate" means, as of any redemption date, the yield to maturity as of such redemption date of UK Government Obligations with a fixed maturity (as compiled by the Office for National Statistics and published in the most recent Financial Statistics that have become publicly available at least two Business Days in London prior to such redemption date (or, if such Financial Statistics are no longer published, any publicly available source of similar market data selected by the Company in good faith)) most nearly equal to the period from such redemption date to , 2017; provided, however, that if the period from such redemption date to , 2017 is not equal to the fixed maturity of UK Government Obligations for which a yield is given, the Gilt Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the yields of UK Government Obligations for which such yields are given, except that if the period from such redemption date to , 2017 is less than one year, the weekly average yield on actually traded UK Government Obligations denominated in sterling adjusted to a fixed maturity of one year shall be used.

"Grantor" means any Guarantor and any other person that has pledged Collateral to secure the obligations under the Notes and the Note Guarantees.

"Group Intercreditor Deed" means the Group Intercreditor Deed originally entered into on March 3, 2006 and as amended from time to time, between Deutsche Bank AG London Branch as Facility Agent and Security Trustee, the Original Borrowers, the Original Guarantors, the Senior Lenders, the Lessors, the Lessees, the Hedge Counterparties, the Lessor's Agent, the Intergroup Debtors and the Intergroup Creditors (each as defined therein) as the same may be amended, modified, supplemented, extended or replaced from time to time.

"guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person and any obligation, direct or indirect, contingent or otherwise, of such Person:

(1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise); or

(2) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); *provided*, *however*, that the term "guarantee" will not include endorsements for collection or deposit in the ordinary course of business. The term "guarantee" used as a verb has a corresponding meaning. "guarantor" means the obligor under a guarantee.

"Guarantor" means (1) each of the Parent Guarantors and the Subsidiary Guarantors in its capacity as guarantor of the Notes and (2) each Additional Guarantor in its capacity as an additional guarantor of the Notes.

"Hedging Obligations" of any Person means the obligations of such Person pursuant to any Interest Rate Agreement or Currency Agreement.

"High Yield Intercreditor Deed" means the High Yield Intercreditor Deed first entered into among the Issuer, the Company, Credit Suisse First Boston, The Bank of New York and the senior lenders party thereto, on April 13, 2004, as the same may be amended, modified, supplemented, extended or replaced from time to time, in each case in accordance with the terms of the Indenture.

"holder" means a Person in whose name a Note is registered on the Registrar's books.

"Holding Company" means, in relation to a person, an entity of which that person is a Subsidiary.

"IFRS" means the accounting standards issued by the International Accounting Standards Board and its predecessors as in effect on the Issue Date.

"Incur" means issue, create, assume, guarantee, incur or otherwise become liable for; *provided*, *however*, that any Indebtedness or Capital Stock of a Person existing at the time such person becomes a Restricted Subsidiary (whether by merger, consolidation, acquisition or otherwise) will be deemed to be Incurred by such Restricted Subsidiary at the time it becomes a Restricted Subsidiary; and the terms "Incurred" and "Incurrence" have meanings correlative to the foregoing.

"Indebtedness" means, with respect to any Person on any date of determination (without duplication):

(1) money borrowed or raised and debit balances at banks;

(2) any bond, note, loan stock, debenture or similar debt instrument;

(3) acceptance or documentary credit facilities;

(4) receivables sold or discounted (otherwise than on a non-recourse basis and other than in the normal course of business for collections);

(5) payments for assets acquired or services supplied deferred for a period of over 180 days (or 360 days if such deferral is in accordance with the terms pursuant to which the relevant assets were or are to be acquired or services were or are to be supplied) after the relevant assets were or are to be acquired or the relevant services were or are to be supplied;

(6) Capitalized Lease Obligations (excluding network and duct leases, as well as leases in respect of systems, cables and other equipment related to the networks or ducts) of such Person;

(7) any other transaction (including without limitation forward sale or purchase agreements) having the commercial effect of a borrowing or raising of money or any of (2) to (6) above;

(8) the principal component or liquidation preference of all obligations of such Person with respect to the redemption, repayment or other repurchase of any Disqualified Stock or, with respect to any Restricted Subsidiary, any Preferred Stock (but excluding, in each case, any accrued dividends); and

(9) the principal component of Indebtedness of other Persons to the extent guaranteed by such Person to the extent not otherwise included in the Indebtedness of such Person,

provided that Indebtedness which has been cash-collateralized shall not be included in any calculation of Indebtedness to the extent so cash-collateralized.

Notwithstanding the foregoing, "Indebtedness" shall not include any deposits or prepayments received by the Company or a Restricted Subsidiary from a customer or subscriber for its service. The amount of Indebtedness of any Person at any date will be the outstanding balance at such date of all unconditional obligations as described above and the maximum liability, upon the occurrence of the contingency giving rise to the obligation, of any contingent obligations at such date.

"Independent Financial Advisor" means an accounting, appraisal or investment banking firm of nationally recognized standing that is, in the good faith judgment of the Board of Directors or senior management of the Company, qualified to perform the task for which it has been engaged.

"Initial Public Offering" means an Equity Offering of common stock or other common equity interests of the Company or any direct or indirect parent company of the Company (the "IPO Entity") following which there is a Public Market and, as a result of which, the shares of the common stock or other common equity interests of the IPO Entity in such offering are listed on an internationally recognized exchange or traded on an internationally recognized market.

"Intercreditor Deeds" means the High Yield Intercreditor Deed and the Group Intercreditor Deed.

"Interest Rate Agreement" means, with respect to any Person, any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement or other similar agreement or arrangement as to which such Person is party or a beneficiary.

"Intra-Group Services" means any of the following (provided that the terms of each such transaction are no less favorable, taken as a whole, to the Company or a Restricted Subsidiary, as the case may be, than those that could be obtained in a comparable transaction in arm's length dealings with a Person that is not an Affiliate):

(1) the sale of programming or other content by the Ultimate Parent or any of its Subsidiaries to the Company or any Restricted Subsidiary;

(2) the lease or sublease of office space, other premises or equipment by the Company or the Restricted Subsidiaries to the Ultimate Parent or any of its Subsidiaries or by the Ultimate Parent or any of its Subsidiaries to the Company or the Restricted Subsidiaries;

(3) the provision or receipt of other administrative services, facilities or other arrangements (in each case not constituting Indebtedness) in the ordinary course of business, by the Company or the Restricted Subsidiaries to or from the Ultimate Parent or any of its Subsidiaries, including, without limitation, (a) the employment of personnel, (b) provision of employee healthcare or other benefits, (c) acting as agent to buy equipment, other assets or services or to trade with residential or business customers, and (d) the provision of audit, accounting, banking, IT, telephony, office, administrative, compliance, payroll or other similar services; and

(4) the extension, in the ordinary course of business and on terms no less favorable to the Company or the Restricted Subsidiaries than arm's length terms, by or to the Company or the Restricted Subsidiaries to or by the Ultimate Parent or any of its Subsidiaries of trade credit not constituting Indebtedness in relation to the provision or receipt of Intra-Group Services referred to in paragraphs (1), (2) or (3) above.

"Investment" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of any direct or indirect advance, loan (other than advances or extensions of credit to customers in the ordinary course of business) or other extensions of credit (including by way of guarantee or similar arrangement, but excluding any debt or extension of credit represented by a bank deposit other than a time deposit) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition of Capital Stock, Indebtedness or other similar instruments issued by, such Person and all other items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP; *provided* that none of the following will be deemed to be an Investment:

(1) Hedging Obligations entered into in the ordinary course of business and in compliance with the Indenture;

(2) endorsements of negotiable instruments and documents in the ordinary course of business; and

(3) an acquisition of assets, Capital Stock or other securities by the Company or a Subsidiary for consideration to the extent such consideration consists of Common Stock of the Company.

For purposes of the definition of "Unrestricted Subsidiary" and " — *Certain Covenants — Limitation on Restricted Payments*",

(1) "Investment" will include the portion (proportionate to the Company's equity interest in a Restricted Subsidiary to be designated as an Unrestricted Subsidiary) of the fair market value of the net assets of such Restricted Subsidiary at the time that such Restricted Subsidiary is designated an Unrestricted Subsidiary; *provided*, *however*, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Company will be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary in an amount (if positive) equal to (a) the Company's "Investment" in such Subsidiary at the time of such redesignation less (b) the portion (proportionate to the Company's equity interest in such Subsidiary) of the fair market value of the net assets (as conclusively determined by the Board of Directors or senior management of the Company in good faith) of such Subsidiary at the time that such Subsidiary is so redesignated a Restricted Subsidiary; and

(2) any property transferred to or from an Unrestricted Subsidiary will be valued at its fair market value at the time of such transfer, in each case as determined in good faith by the Board of Directors or senior management of the Company.

If the Company or a Restricted Subsidiary transfers, conveys, sells, leases or otherwise disposes of Voting Stock of a Restricted Subsidiary such that such Subsidiary is no longer a Restricted Subsidiary, then the Investment of the Company in such Person shall be deemed to have been made as of the date of such transfer or other disposition in an amount equal to the fair market value (as determined by the Board of Directors or senior management of the Company in good faith).

"Investment Grade Securities" means:

(1) securities issued by the U.S. government or by any agency or instrumentality thereof (other than Cash Equivalents) or directly and fully guaranteed or insured by the U.S. government and in each case with maturities not exceeding two years from the date of the acquisition;

(2) securities issued by or a member of the European Union as of January 1, 2004, or any agency or instrumentality thereof (other than Cash Equivalents) or directly and fully guaranteed or insured by a member of the European Union as of January 1, 2004, and in each case with maturities not exceeding two years from the date of the acquisition;

(3) debt securities or debt instruments with a rating of A or higher by Standard & Poor's Ratings Services or A-2 or higher by Moody's Investors Service, Inc. or the equivalent of such rating by such rating organization, or if no rating of Standard & Poor's Ratings Services or Moody's Investors Service, Inc. then exists, the equivalent of such rating by any other nationally recognized securities ratings agency, by excluding any debt securities or instruments constituting loans or advances among the Company and its Subsidiaries;

(4) investments in any fund that invests exclusively in investments of the type described in clauses (1) through (3) which fund may also hold immaterial amounts of cash and Cash Equivalents pending investment and/or distribution; and

(5) corresponding instruments in countries other than those identified in clauses (1) and (2) above customarily utilized for high quality investments and, in each case, with maturities not exceeding two years from the date of the acquisition.

"Investment Grade Status" shall occur when the Notes receive both of the following:

(1) a rating of "Baa3" (or the equivalent) or higher from Moody's Investors Service, Inc. or any of its successors or assigns; and

(2) a rating of "BBB-" (or the equivalent) or higher from Standard & Poor's Ratings Services, or any of its successors or assigns,

in each case, with a "stable outlook" from such rating agency.

"IPO Market Capitalization" means an amount equal to (i) the total number of issued and outstanding shares of Capital Stock of the IPO Entity at the time of closing of the Initial Public Offering multiplied by (ii) the price per share at which such shares of common stock or common equity interests are sold in such Initial Public Offering.

"Issue Date" means the date of first issuance of the Notes.

"Law" means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any governmental authority, in each case whether or not having the force of law.

"Lien" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including any conditional sale or other title retention agreement or lease in the nature thereof).

"LGI" means Liberty Global, Inc., a Delaware corporation, and any successor (by merger, consolidation, transfer, conversion of legal form or otherwise) to all or substantially all of its assets.

"Management Fees" means any management, consultancy or similar fees payable by the Company or any Restricted Subsidiary.

"Market Capitalization" means an amount equal to (i) the total number of issued and outstanding shares of Capital Stock of the IPO Entity on the date of the declaration of the relevant dividend, multiplied by (ii) the arithmetic mean of the closing prices per share of such Capital Stock for the 30 consecutive trading days immediately preceding the date of the declaration of such dividend.

"Merger Agreement" "refers to that certain merger agreement dated as of February 5, 2013 by and between LGI, Virgin Media and the subsidiaries of LGI party thereto, as amended or supplemented from time to time as permitted hereunder.

"Merger Date" means the date on which the Merger has been consummated pursuant to the terms of the Merger Agreement.

"Net Available Cash" from an Asset Disposition means cash payments received (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise and net proceeds from the sale or other disposition of any securities received as consideration, but only as and when received, but excluding any other consideration received in the form of assumption by the acquiring person of Indebtedness or other obligations relating to the properties or assets that are the subject of such Asset Disposition or received in any other non-cash form) therefrom, in each case net of:

(1) all legal, accounting, investment banking, title and recording tax expenses, commissions and other fees and expenses Incurred, and all federal, state, provincial, foreign and local taxes required to be paid or accrued as a liability under GAAP (after taking into account any available tax credits or deductions and any tax sharing agreements), as a consequence of such Asset Disposition;

(2) all payments made on any Indebtedness which is secured by any assets subject to such Asset Disposition, in accordance with the terms of any Lien upon such assets, or which must by its terms, or in order to obtain a necessary consent to such Asset Disposition, or by applicable law be repaid out of the proceeds from such Asset Disposition;

(3) all distributions and other payments required to be made to minority interest holders in Subsidiaries or joint ventures as a result of such Asset Disposition; and

(4) the deduction of appropriate amounts to be provided by the seller as a reserve, in accordance with GAAP, against any liabilities associated with the assets disposed of in such Asset Disposition and retained by the Company or any Restricted Subsidiary after such Asset Disposition.

"Net Cash Proceeds", with respect to any issuance or sale of Capital Stock, means the cash proceeds of such issuance or sale net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, listing fees, discounts or commissions and brokerage, consultant and other fees and charges actually Incurred in connection with such issuance or sale and net of taxes paid or payable as a result of such issuance or sale (after taking into account any available tax credit or deductions and any tax sharing arrangements).

"New Immediate Holdco" means the direct Subsidiary of the Ultimate Parent following the Post Closing Reorganization.

"New ListCo" means Lynx Europe Limited, together with its successors.

"Non-Recourse Debt" means Indebtedness of a Person:

(1) as to which neither the Company nor any Restricted Subsidiary (a) provides any guarantee or credit support of any kind (including any undertaking, guarantee, indemnity, agreement or instrument that would constitute Indebtedness) or (b) is directly or indirectly liable (as a guarantor or otherwise);

(2) no default with respect to which (including any rights that the holders thereof may have to take enforcement action against an Unrestricted Subsidiary) would permit (upon notice, lapse of time or both) any holder of any other Indebtedness of the Company or any Restricted Subsidiary to declare a default under such other Indebtedness or cause the payment thereof to be accelerated or payable prior to its stated maturity; and

(3) the explicit terms of which provide there is no recourse against any of the assets of the Company or the Restricted Subsidiaries.

"Ntl South Herts" refers to ntl (South Hertfordshire) Limited a private limited company incorporated under the laws of England and Wales, together with its successors.

"Officer" of any Person means the Chairman of the Board of Directors, the Chief Executive Officer, the Chief Financial Officer, Deputy Chief Financial Officer, the President, any Vice President, any Managing Director, the Treasurer, Assistant Treasurer, the Secretary or Assistant Secretary, or any Director of such Person.

"Officers' Certificate" means a certificate signed by an Officer.

"Opinion of Counsel" means a written opinion from legal counsel who is reasonably acceptable to the Trustee. The counsel may be an employee of or counsel to the Company or the Trustee.

"Parent" means the Ultimate Parent, any Subsidiary of the Ultimate Parent of which the Company is a Subsidiary on the Issue Date and any other Person of which the Company at any time is or becomes a Subsidiary after the Issue Date.

"Parent Expenses" means:

(1) costs (including all professional fees and expenses) Incurred by any Parent in connection with reporting obligations under or otherwise Incurred in connection with compliance with applicable laws, applicable rules or regulations of any governmental, regulatory or self-regulatory body or stock exchange, the Indenture or any other agreement or instrument relating to Indebtedness of the Company or any Restricted Subsidiary;

(2) indemnification obligations of any Parent owing to directors, officers, employees or other Persons under its charter or by-laws or pursuant to written agreements with any such Person with respect to its ownership or the Company or the conduct of the business of the Company and the Restricted Subsidiaries;

(3) obligations of any Parent in respect of director and officer insurance (including premiums therefor) with respect to its ownership or the Company or the conduct of the business of the Company and the Restricted Subsidiaries; and

(4) general corporate overhead expenses, including professional fees and expenses and other operational expenses of any Parent related to the ownership or operation of the business of the Company or any of the Restricted Subsidiaries, including acquisitions by the Company or the Subsidiaries permitted hereunder (whether or not successful), in each case, to the extent such costs, obligations and/or expenses are not paid by another Subsidiary of such Parent.

"Pari Passu Lien Obligations" means any Indebtedness that has Pari Passu Lien Priority relative to the Notes and the Note Guarantees with respect to the Collateral.

"Pari Passu Lien Priority" means, relative to specified Indebtedness and other obligations, having equal or substantially equal Lien priority to the Notes and the Note Guarantees, as the case may be, on the Collateral (taking into account any intercreditor agreements).

"Permitted Asset Swap" means the concurrent purchase and sale or exchange of related business assets or a combination of related business, cash and Cash Equivalents between the Company or any of the Restricted Subsidiaries and another Person.

"Permitted Business" means any business:

(1) engaged in by the Company, the Issuer or any other Restricted Subsidiary on the Issue Date;

(2) that consists of the upgrade, construction, creation, development, marketing, acquisition (to the extent permitted under this Indenture), operation, utilization and maintenance of networks that use existing or future technology for the transmission, reception and delivery of voice, video and/or other data (including networks that transmit, receive and/or deliver services such as multi-channel television and radio, programming, telephony, Internet services and content, high speed data transmission, video, multi-media and related activities); or

(3) that supports, is incidental, ancillary or complementary to or is related to any such business including, without limitation, all forms of television, telephony and internet services and any services relating to carriers, networks, broadcast or communications services, or Content; or

(4) that comprises being a Holding Company of one or more persons engaged in such business.

"Permitted Holders" means, collectively, (1) the Ultimate Parent, (2) in the event of a Spin-Off, the Spin Parent and any Subsidiary of the Spin Parent, (3) any Affiliate or Related Person of a Permitted Holder described in clause (1) above, and any successor to such Permitted Holder, Affiliate, or Related Person, (3) any Person who is acting as an underwriter in connection with any public or private offering of Capital Stock of the Company, acting in such capacity and (4) any "person" or "group" of related persons (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) whose acquisition of "beneficial ownership" (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act) of Voting Stock or of all or substantially all of the assets of the Company and the Restricted Subsidiaries (taken as a whole) constitutes a Change of Control in respect of which a Change of Control Offer is made in accordance with the requirements of the covenant described under "— *Certain Covenants — Change of Control*".

"Permitted Investment" means an Investment by the Company or any Restricted Subsidiary in:

(1) the Company or a Restricted Subsidiary (other than a Receivables Entity) or a Person which will, upon the making of such Investment, become a Restricted Subsidiary (other than a Receivables Entity);

(2) another Person if as a result of such Investment such other Person is merged or consolidated with or into, or transfers or conveys all or substantially all its assets to, the Company or a Restricted Subsidiary (other than a Receivables Entity);

(3) cash and Cash Equivalents or Investment Grade Securities;

(4) receivables owing to the Company or any Restricted Subsidiary created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms; *provided*, *however*, that such trade terms may include such concessionary trade terms as the Company or any such Restricted Subsidiary deems reasonable under the circumstances;

(5) payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business;

(6) loans or advances to employees made in the ordinary course of business consistent with past practices of the Company or such Restricted Subsidiary;

(7) Capital Stock, obligations or securities received in settlement of debts created in the ordinary course of business and owing to the Company or any Restricted Subsidiary, or as a result of foreclosure, perfection or enforcement of any Lien, or in satisfaction of judgments or pursuant to any plan of reorganization or similar arrangement including upon the bankruptcy or insolvency of a debtor;

(8) Investments made as a result of the receipt of non-cash consideration from a sale or other disposition of property or assets, including without limitation an Asset Disposition, in each case, that was made in compliance with "— *Certain Covenants — Limitation on Sales of Assets and Subsidiary Stock*" and other Investments resulting from the disposition of assets in transactions excluded from the definition of "Asset Disposition" pursuant to the exclusions from such definition;

(9) Investments in existence on, or made pursuant to legally binding commitments in existence on, the Issue Date;

(10) Currency Agreements and Interest Rate Agreements and related Hedging Obligations, which transactions or obligations are Incurred in compliance with "— *Certain Covenants — Limitation on Indebtedness*";

(11) Investments by the Company or any of the Restricted Subsidiaries, together with all other Investments pursuant to this clause (11), in an aggregate amount at the time of such Investment not to exceed 2.5% of Total Assets at any one time, *provided* that, if an Investment is made pursuant to this clause in a Person that is not a Restricted Subsidiary and such Person subsequently becomes a Restricted Subsidiary or is subsequently designated a Restricted

Subsidiary pursuant to the covenant described under "— *Certain Covenants — Limitation on Restricted Payments*", such Investment shall thereafter be deemed to have been made pursuant to clause (1) or (2) of the definition of "Permitted Investments" and not this clause;

(12) Investments by the Company or a Restricted Subsidiary in a Receivables Entity or any Investment by a Receivables Entity in any other Person, in each case, in connection with a Qualified Receivables Transaction, *provided*, *however*, that any Investment in any such Person is in the form of a Purchase Money Note, or any equity interest or interests in Receivables and related assets generated by the Company or a Restricted Subsidiary and transferred to any Person in connection with a Qualified Receivables Transaction or any such Person owning such Receivables;

(13) guarantees issued in accordance with "— *Certain Covenants — Limitation on Indebtedness*" and other guarantees (and similar arrangements) of obligations not constituting Indebtedness;

(14) pledges or deposits (x) with respect to leases or utilities provided to third parties in the ordinary course of business or (y) otherwise described in the definition of "Permitted Liens" or made in connection with Liens permitted under the covenant described under "— *Certain Covenants — Limitation on Liens*";

(15) the Notes and the Existing Senior Secured Notes;

(16) so long as no Default or Event of Default of the type specified in clause (1) or (2) under "— *Events of Default*" has occurred and is continuing, (a) minority Investments in any Person engaged in a Permitted Business and (b) Investments in joint ventures that conduct a Permitted Business to the extent that, after giving *pro forma* effect to any such Investment, the Consolidated Leverage Ratio for the Company and the Restricted Subsidiaries would not exceed 4.00 to 1.00;

(17) any Investment to the extent made using as consideration Capital Stock of the Company (other than Disqualified Stock), Subordinated Shareholder Loans or Capital Stock of any Parent;

(18) Investments acquired after the Issue Date as a result of the acquisition by the Company or a Restricted Subsidiary, including by way of merger, amalgamation or consolidation with or into the Company or any Restricted Subsidiary in a transaction that is not prohibited by the covenant described above under the caption "— *Certain Covenants — Merger and Consolidation*" after the Issue Date to the extent that such Investments were not made in contemplation of such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(19) Permitted Joint Ventures;

(20) [Reserved];

(21) Investments resulting from the disposition of assets in transactions excluded from the definition of "Asset Disposition" pursuant to the exclusions from such definition;

(22) any Person where such Investment was acquired by the Company, the Issuer or any other Restricted Subsidiary (i) in exchange for any other Investment or accounts receivable held by the Company, the Issuer or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of the Issuer of such other Investment or accounts receivable or (ii) as a result of a foreclosure by the Company, the Issuer or any such Restricted Subsidiary with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(23) Investments made after the Issue Date and prior to the Merger Date to the extent such Investments are not prohibited under the Merger Agreement; provided that such Investments were not made at the request of, or consented to by, the Ultimate Parent or any of its Affiliates.

"Permitted Joint Ventures" means one or more joint ventures formed by the contribution of some or all of the assets of the Virgin Media Business division pursuant to a Business Division Transaction to a joint venture formed by the Company or any of the Restricted Subsidiaries with one or more joint venturers.

"Permitted Liens" means:

(1) Liens on Receivables and related assets of the type described in the definition of "Qualified Receivables Transaction" Incurred in connection with a Qualified Receivables Transaction;

(2) pledges or deposits by such Person under workmen's compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or deposits to secure public or statutory obligations of such Person or deposits of cash or United States government bonds to secure surety or appeal bonds to which such Person is a party, or deposits as security for contested taxes or import or customs duties or for the payment of rent, in each case Incurred in the ordinary course of business;

(3) Liens imposed by law, including carriers', warehousemen's, mechanics' landlords', materialmen's and repairmen's or other like Liens, in each case for sums not yet due or being contested in good faith by appropriate proceedings if a reserve or other appropriate provisions, if any, as shall be required by GAAP, shall have been made in respect thereof;

(4) Liens for taxes, assessments or other governmental charges not yet subject to penalties for non-payment or which are being contested in good faith by appropriate proceedings provided appropriate reserves required pursuant to GAAP have been made in respect thereof;

(5) Liens in favor of issuers of surety or performance bonds or letters of credit or bankers' acceptances issued pursuant to the request of and for the account of such Person in the ordinary course of its business;

(6) encumbrances, ground leases, easements or reservations of, or rights of others for, licenses, rights of way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning, building codes or other restrictions (including, without limitation, minor defects or irregularities in title and similar encumbrances) as to the use of real properties or Liens incidental to the conduct of the business of the Company and the Restricted Subsidiaries or to the ownership of its properties which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of the Company and the Restricted Subsidiaries;

(7) [Reserved];

(8) leases, licenses, subleases and sublicenses of assets (including, without limitation, real property and intellectual property rights) which do not materially interfere with the ordinary conduct of the business of the Company or the Restricted Subsidiaries;

(9) Liens arising out of judgments, decrees, orders or awards not giving rise to an Event of Default so long as such Lien is adequately bonded and any appropriate legal proceedings which may have been duly initiated for the review of such judgment, decree, order or award have not been finally terminated or the period within which such proceedings may be initiated has not expired;

(10) Liens for the purpose of securing the payment of all or a part of the purchase price of, or Capitalized Lease Obligations, Purchase Money Obligations or other payments Incurred to finance the acquisition, improvement or construction of, assets or property acquired or constructed in the ordinary course of business provided that such Liens do not encumber any other assets or property of the Company or the Restricted Subsidiaries other than such assets or property and assets affixed or appurtenant thereto;

(11) Liens arising solely by virtue of any statutory or common law provisions relating to banker's Liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a depositary institution; *provided* that such deposit account is not intended by the Company or the Restricted Subsidiaries to provide collateral to the depository institution;

(12) Liens arising from United States Uniform Commercial Code financing statement filings (or similar filings in other applicable jurisdictions) regarding operating leases entered into by the Company and the Restricted Subsidiaries in the ordinary course of business;

(13) Liens existing on, or provided for under written arrangements existing on, the Issue Date;

(14) Liens on property, other assets or shares of stock of a Person at the time such Person becomes a Restricted Subsidiary; *provided*, *however*, that any such Lien may not extend to any other property owned by the Company or any other Restricted Subsidiary;

(15) Liens on property at the time the Company or a Restricted Subsidiary acquired the property, including any acquisition by means of a merger or consolidation with or into any Restricted

Subsidiary; *provided*, *however*, that such Liens are not created, Incurred or assumed in connection with, or in contemplation of, such acquisition; *provided further*, *however*, that such Liens may not extend to any other property owned by the Company or such Restricted Subsidiary;

(16) Liens securing Indebtedness or other obligations of a Restricted Subsidiary owing to the Company or another Restricted Subsidiary;

(17) Liens to secure (a) any Additional Notes and (b) Senior Indebtedness of the Company and the Restricted Subsidiaries and, in the case of clause (7) of the second paragraph of the covenant described under "— *Certain Covenants — Limitation on Indebtedness*", the Company, the Restricted Subsidiaries and VM FinanceCo, in each case, that is permitted to be Incurred under the first paragraph of the covenant described under *"— Certain Covenants — Limitation on Indebtedness*" or clauses (1), (3), (7), (12) (in the case of (12), to the extent such Guarantee is in respect of Indebtedness otherwise permitted to be secured and specified in this definition of Permitted Liens), (16) (to the extent on the date of Incurrence of Indebtedness pursuant to such clause (16) and after giving effect thereto on a pro forma basis the Consolidated Leverage Ratio for the Company and the Restricted Subsidiaries would not exceed 4.00 to 1.00) and (18) of the second paragraph of the covenant described under "— *Certain Covenants — Limitation on Indebtedness*" *provided*, *however*, that (i) such Lien ranks equal to all other Liens on such Collateral securing Senior Indebtedness of the Issuer, such Subsidiary Guarantor or VM FinanceCo, as applicable, if such Indebtedness is Senior Indebtedness of the Issuer, such Subsidiary Guarantor or VM FinanceCo, as applicable, and (ii) the holders of Indebtedness referred to in this clause (2) (or their duly authorized Representatives) shall accede to the Intercreditor Deeds (as may be amended to reflect such Senior Indebtedness) or enter into an Additional Intercreditor Deed, in either case, as permitted above under the caption "— *Certain Covenants — Additional Intercreditor Deed*";

(18) Liens securing Refinancing Indebtedness Incurred to refinance Indebtedness that was previously so secured, provided that any such Lien is limited to all or part of the same property or assets (plus improvements, accessions, proceeds or dividends or distributions in respect thereof) that secured (or, under the written arrangements under which the original Lien arose, could secure) the Indebtedness being refinanced or is in respect of property that is the security for a Permitted Lien hereunder;

(19) Liens securing the Notes or the Note Guarantees;

(20) Liens on Capital Stock or other securities of any Unrestricted Subsidiary that secure Indebtedness or other obligations of such Unrestricted Subsidiary;

(21) any interest or title of a lessor under any Capitalized Lease Obligations or operating leases;

(22) any encumbrance or restriction (including, but not limited to, put and call arrangements) with respect to Capital Stock of any joint venture or similar arrangement pursuant to any joint venture or similar agreement;

(23) Liens over rights under loan agreements relating to, or over notes or similar instruments evidencing, the on-loan of proceeds received by a Restricted Subsidiary from the issuance of Indebtedness, which Liens are created to secure payment of such Indebtedness;

(24) Liens of a Restricted Subsidiary that is not the Issuer or a Guarantor securing Indebtedness of a Restricted Subsidiary that is not the Issuer or a Guarantor;

(25) any Liens in respect of the ownership interests in, or assets owned by, any joint ventures securing obligations of such joint ventures; and

(26) Liens Incurred with respect to obligations that do not exceed the greater of (i) £80.0 million and (ii) 2.0% of Total Assets at any time outstanding.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company, government or any agency or political subdivision hereof or any other entity.

"Permitted Revolving Credit Facility" means, one or more debt facilities or arrangements (including, without limitation, the Senior Credit Facility) that may be entered into by Company and the Restricted

Subsidiaries providing for revolving credit loans, letters of credit or other revolving Indebtedness or other advances up to a maximum aggregate principal amount of £500,000,000.

"Preferred Stock", as applied to the Capital Stock of any corporation, means Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such corporation, over shares of Capital Stock of any other class of such corporation.

"*Pro forma* EBITDA" means, for any period, the Consolidated EBITDA of the Company and the Restricted Subsidiaries, *provided*, *however*, that for the purposes of calculating *Pro forma* EBITDA for such period, if, as of such date of determination:

(1) since the beginning of such period the Company or any Restricted Subsidiary will have made any Asset Disposition or disposed of any company, any business, or any group of assets constituting an operating unit of a business (any such disposition, a "Sale") or if the transaction giving rise to the need to calculate the Consolidated Leverage Ratio is such a Sale, *Pro forma* EBITDA for such period will be reduced by an amount equal to the Consolidated EBITDA (if positive) attributable to the assets which are the subject of such Sale for such period or increased by an amount equal to the Consolidated EBITDA (if negative) attributable thereto for such period;

(2) since the beginning of such period the Company or any Restricted Subsidiary (by merger or otherwise) will have made an Investment in any Person that thereby becomes a Restricted Subsidiary, or otherwise acquires any company, any business, or any group of assets constituting an operating unit of a business (any such Investment or acquisition, a "Purchase") including any such Purchase occurring in connection with a transaction causing a calculation to be made hereunder, Consolidated EBITDA for such period will be calculated after giving *pro forma* effect thereto as if such Purchase occurred on the first day of such period; and

(3) since the beginning of such period any Person (that became a Restricted Subsidiary or was merged with or into the Company or any Restricted Subsidiary since the beginning of such period) will have made any Sale or any Purchase that would have required an adjustment pursuant to clause (1) or (2) above if made by the Company or a Restricted Subsidiary since the beginning of such period, Consolidated EBITDA for such period will be calculated after giving *pro forma* effect thereto as if such Sale or Purchase occurred on the first day of such period.

For purposes of this definition and the definition of Consolidated Leverage Ratio, (i) whenever *pro forma* effect is to be given to any transaction or calculation under this definition, the *pro forma* calculations will be as determined in good faith by a responsible financial or accounting officer of the Company (including without limitation in respect of anticipated expense and cost reductions), (ii) in determining the amount of Indebtedness outstanding on any date of determination, *pro forma* effect shall be given to any Incurrence, repayment, repurchase, defeasance or other acquisition, retirement or discharge of Indebtedness as if such transaction had occurred on the first day of the relevant period and (iii) interest on any Indebtedness that bears interest at a floating rate and that is being given pro forma effect shall be calculated as if the rate in effect on the date of calculation had been applicable for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness).

"Public Debt" means any Indebtedness consisting of bonds, debentures, notes or other similar debt securities issued in (1) a public offering registered under the Securities Act or (2) a private placement to institutional investors that is underwritten for resale in accordance with Rule 144A or Regulation S under the Securities Act, whether or not it includes registration rights entitling the holders of such debt securities to registration thereof with the SEC for public resale. The term "Public Debt" (a) shall not include the Notes (or any Additional Notes) and (b) for the avoidance of doubt, shall not be construed to include any Indebtedness issued to institutional investors in a direct placement of such Indebtedness that is not underwritten by an intermediary (it being understood that, without limiting the foregoing, a financing that is distributed to not more than ten Persons (*provided* that multiple managed accounts and affiliates of any such Persons shall be treated as one Person for the purposes of this definition) shall be deemed not to be underwritten), or any Indebtedness under the Senior Credit Facility or a Permitted Revolving Credit Facility, commercial bank or similar Indebtedness, Capitalized Lease Obligation or recourse transfer of any financial asset or any other type of Indebtedness incurred in a manner not customarily viewed as a "securities offering".

"Public Market" means any time after an Equity Offering has been consummated, shares of common stock or other common equity interests of the IPO Entity having a market value in excess of £75 million on the date of such Equity Offering have been distributed pursuant to such Equity Offering.

"Public Offering" means any offering, including an Initial Public Offering, of shares of common stock or other common equity interests that are listed on an exchange or publicly offered (which shall include any offering pursuant to Rule 144A and/or Regulation S under the Securities Act to professional market investors or similar persons).

"Public Offering Expenses" means expenses Incurred by any Parent in connection with any public offering of Capital Stock or Indebtedness (whether or not successful):

(1) where the net proceeds of such offering are intended to be received by or contributed or loaned to the Company or a Restricted Subsidiary; or

(2) in a prorated amount of such expenses in proportion to the amount of such net proceeds intended to be so received, contributed or loaned; or

(3) otherwise on an interim basis prior to completion of such offering so long as any Parent shall cause the amount of such expenses to be repaid to the Company or the relevant Restricted Subsidiary out of the proceeds of such offering promptly if completed, in each case, to the extent such expenses are not paid by another Subsidiary such Parent.

"Purchase Money Note" means a promissory note of a Receivables Entity evidencing the deferred purchase price of Receivables (and related assets) and/or a line of credit, which may be irrevocable, from the Company or any Restricted Subsidiary in connection with a Qualified Receivables Transaction with a Receivables Entity, which deferred purchase price or line is repayable from cash available to the Receivables Entity, other than amounts required to be established as reserves pursuant to agreements, amounts paid to investors in respect of interest, principal and other amounts owing to such investors and amounts owing to such investors and amounts paid in connection with the purchase of newly generated Receivables.

"Purchase Money Obligations" means any Indebtedness Incurred to finance or refinance the acquisition, leasing, construction or improvement of property (real or personal) or assets (including Capital Stock), and whether acquired through the direct acquisition of such property or assets or the acquisition of the Capital Stock of any Person owning such property or assets, or otherwise.

"Qualified Receivables Transaction" means any transaction or series of transactions that may be entered into by the Company or any of the Restricted Subsidiaries pursuant to which the Company or any of the Restricted Subsidiaries may sell, convey or otherwise transfer to (1) a Receivables Entity (in the case of a transfer by the Company or any of the Restricted Subsidiaries) and (2) any other Person (in the case of a transfer by a Receivables Entity), or may grant a security interest in, any Receivables (whether now existing or arising in the future) of the Company or any of the Restricted Subsidiaries, and any assets related thereto including, without limitation, all collateral securing such Receivables, all contracts and all guarantees or other obligations in respect of such accounts receivable, the proceeds of such Receivables and other assets which are customarily transferred, or in respect of which security interests are customarily granted, in connection with asset securitization involving Receivables.

"Receivable" means a right to receive payment arising from a sale or lease of goods or the performance of services by a Person pursuant to an arrangement with another Person pursuant to which such other Person is obligated to pay for goods or services under terms that permit the purchase of such goods and services on credit and shall include, in any event, any items of property that would be classified as an "account", "chattel paper", "payment intangible" or "instrument" under the Uniform Commercial Code as in effect in the State of New York and any "supporting obligations" as so defined.

"Receivables Entity" means a Wholly Owned Subsidiary of the Company (or another Person in which the Company or any Restricted Subsidiary makes an Investment and to which the Company or any Restricted Subsidiary transfers Receivables and related assets) which engages in no activities other than in

connection with the financing of Receivables and which is designated by the Board of Directors of the Company (as provided below) as a Receivables Entity:

(1) no portion of the Indebtedness or any other obligations (contingent or otherwise) of which:

(a) is guaranteed by the Company or any Restricted Subsidiary (excluding guarantees of Obligations (other than the principal of, and interest on, Indebtedness) pursuant to Standard Securitization Undertakings);

(b) is recourse to or obligates the Company or any Restricted Subsidiary in any way other than pursuant to Standard Securitization Undertakings; or

(c) subjects any property or asset of the Company or any Restricted Subsidiary, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings;

(2) with which neither the Company nor any Restricted Subsidiary has any material contract, agreement, arrangement or understanding (except in connection with a Purchase Money Note or Qualified Receivables Transaction) other than on terms no less favorable to the Company or such Restricted Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of the Company, other than fees payable in the ordinary course of business in connection with servicing Receivables; and

(3) to which neither the Company nor any Restricted Subsidiary has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results.

Any such designation by the Board of Directors of the Company shall be evidenced to the Trustee by promptly filing with the Trustee a certified copy of the resolution of the Board of Directors of the Company giving effect to such designation and an Officers' Certificate certifying that such designation complied with the foregoing conditions.

"Refinancing Indebtedness" means Indebtedness that is Incurred to refund, refinance, replace, exchange, renew, repay or extend (including pursuant to any defeasance or discharge mechanism) (collectively, "refinance", "refinances", and "refinanced" shall have a correlative meaning) any Indebtedness existing on the date of the Indenture or Incurred in compliance with the Indenture (including Indebtedness of the Company that refinances Indebtedness of any Restricted Subsidiary and Indebtedness of any Restricted Subsidiary that refinances Indebtedness of another Restricted Subsidiary) including Indebtedness that refinances Refinancing Indebtedness, including successive refinancings, *provided*, *however*, that:

(1) if the Indebtedness being refinanced constitutes Subordinated Obligations, (a) if the Stated Maturity of the Indebtedness being refinanced is earlier than the Stated Maturity of the Notes, the Refinancing Indebtedness has a Stated Maturity no earlier than the Stated Maturity of the Indebtedness being refinanced or (b) if the Stated Maturity of the Indebtedness being refinanced is later than the Stated Maturity of the Notes, the Refinancing Indebtedness has a Stated Maturity later than the Stated Maturity of the Notes;

(2) such Refinancing Indebtedness is Incurred in an aggregate principal amount (or if issued with original issue discount, an aggregate issue price) that is equal to or less than the sum of the aggregate principal amount (or if issued with original issue discount, the aggregate accreted value) then outstanding of the Indebtedness being refinanced plus an amount to pay any fees and expenses, including premiums and defeasance costs, Incurred in connection therewith; and

(3) if the Indebtedness being refinanced constitutes Subordinated Obligations, such Refinancing Indebtedness is subordinated in right of payment to the Notes on terms at least as favorable to the holders of the Notes as those contained in the documentation governing the Indebtedness being refinanced.

"Related Business" means any business that is the same as or related, ancillary or complementary to, any of the businesses of the Company and the Restricted Subsidiaries on the Issue Date.

"Related Person" with respect to any Permitted Holder, means:

(1) any controlling equity holder or majority (or more) owned Subsidiary of such Permitted Holder; or

(2) in the case of an individual, any spouse, family member or relative of such individual, any trust or partnership for the benefit of one or more of such individual and any such spouse, family member or relative, or the estate, executor, administrator, committee or beneficiaries of any thereof; or

(3) any trust, corporation, partnership or other Person for which one or more of the Permitted Holders and other Related Persons of any thereof constitute the beneficiaries, stockholders, partners or owners thereof, or Persons beneficially holding in the aggregate a majority (or more) controlling interest therein.

"Related Taxes" means:

(1) any taxes, including but not limited to sales, use, transfer, rental, *ad valorem*, value added, stamp, property, consumption, franchise, license, capital, registration, business, customs, net worth, gross receipts, excise, occupancy, intangibles or similar taxes (other than (x) taxes measured by income and (y) withholding imposed on payments made by any Parent), required to be paid by any Parent by virtue of its:

(a) being organized or having Capital Stock outstanding (but not by virtue of owning stock or other equity interests of any corporation or other entity other than the Company or any of the Company's Subsidiaries), or

(b) being a holding company parent of the Company or any of the Company's Subsidiaries, or

(c) receiving dividends from or other distributions in respect of the Capital Stock of the Company, or any of the Company's Subsidiaries, or

(d) having guaranteed any obligations of the Company or any Subsidiary of the Company, or

(e) having made any payment in respect to any of the items for which the Company is permitted to make payments to any Parent pursuant to " — *Certain Covenants — Limitation on Restricted Payments*",

in each case, to the extent such taxes are not paid by another Subsidiary or such Parent; or

(2) any taxes measured by income attributable to the Company and its Subsidiaries for which any Parent is liable up to an amount not to exceed with respect to such taxes the amount of any such taxes that the Company and its Subsidiaries would have been required to pay on a separate company basis or on a consolidated basis if the Company and its Subsidiaries had paid tax on a consolidated, combined, group, affiliated or unitary basis on behalf of an affiliated group consisting only of the Company and its Subsidiaries and any taxes imposed by way of withholding on payments made by one Parent to another Parent on any financing that is provided, directly or indirectly in relation to the Company and its Subsidiaries (reduced by any taxes measured by income actually paid by the Company and its Subsidiaries).

"Related Transactions" means (1) any direct or indirect payment by Newco pursuant to the Merger Agreement on the Merger Date, as amended or waived (other than any amendment or waiver materially adverse to the holders of the Notes), (2) any intercompany Indebtedness by the Issuer to any member of the Virgin Group as part of the Debt Pushdown in order to refinance the Existing Credit Facility (provided that such intercompany Indebtedness is extinguished upon completion of the Debt Pushdown), (3) the assumption by the Company of all of Newco's obligations under the Notes (which assumptions may be in repayment of any loans or advances or return of any Investment contemplated in clause (2) above), (4) the other transactions contemplated by the Debt Pushdown as described in this Offering Memorandum, and (5) payment of fees, costs and expenses in connection with the Merger and the Debt Pushdown as set forth under the caption "*The Transactions*".

"Representative" means any trustee, agent or representative (if any) for an issue of Senior Indebtedness or the provider of Senior Indebtedness (if provided on a bilateral basis), as the case may be.

"Restricted Investment" means any Investment other than a Permitted Investment.

"Restricted Subsidiary" means any Subsidiary of the Company together with ntl Glasgow and ntl Kirklees other than an Unrestricted Subsidiary.

"Rule 3-16 Excluded Collateral" means, if the Notes were registered under the Securities Act, with respect to any Lien on Capital Stock or other securities issued by Subsidiaries of either the Company or the Affiliate Guarantors (other than Virgin Media Investments Limited and the Company), under any Security

Documents, to the extent necessary and for so long as required for such Subsidiary not to be subject to any requirement pursuant to Rule 3-16 of Regulation S-X under the Securities Act to file separate financial statements with the SEC (or any other governmental agency), the Capital Stock or other securities of such Subsidiary shall not be included in the Collateral with respect to the Notes and shall not be subject to the Liens securing the Notes solely to the extent necessary to render such requirement inapplicable.

"SEC" means the United States Securities and Exchange Commission. "Securities Act" means the United States Securities Act of 1933, as amended.

"Security Documents" means the mortgages, deeds of trust, deeds to secure debt, security agreements, security trust agreements, pledge agreements, agency agreements and other instruments and documents executed and delivered pursuant to the Indenture or any of the foregoing, as the same may be amended, supplemented or otherwise modified from time to time and pursuant to which Collateral is pledged, assigned or granted to or on behalf of the Security Trustee for the ratable benefit of the Holders and the Trustee or notice of such pledge, assignment or grant is given.

"Security Trustee" means Deutsche Bank AG, London Branch.

"Senior Bridge Facility" means the senior bridge facility dated on or around the Merger Date, between, among others, VM FinanceCo and certain financial institutions as lenders thereunder, as amended or supplemented from time to time, as described above under "*Description of Other Debt — The Senior Bridge Facility*".

"Senior Credit Facility" means the senior facility agreement dated on or around the Merger Date, between, among others, the Company and certain financial institutions as lenders thereunder, as amended or supplemented from time to time, as described above under "*Description of Other Debt — The Senior Credit Facility*.

"Senior Indebtedness" means, whether outstanding on the Issue Date or thereafter Incurred, all amounts payable by, under or in respect of all other Indebtedness of the Issuer, the Company or any other Guarantor, including premiums and accrued and unpaid interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to the Issuer, the Company or such other Guarantor at the rate specified in the documentation with respect thereto whether or not a claim for post filing interest is allowed in such proceeding) and fees relating thereto; *provided*, *however*, that Senior Indebtedness will not include:

(1) any Indebtedness Incurred in violation of the Indenture;

(2) any obligation of the Company to any Restricted Subsidiary or any obligation of any Guarantor to the Company or any Restricted Subsidiary;

(3) any liability for taxes owed or owing by the Company or any Restricted Subsidiary;

(4) any accounts payable or other liability to trade creditors arising in the ordinary course of business (including guarantees thereof or instruments evidencing such liabilities);

(5) any Indebtedness, guarantee or obligation of the Issuer, the Company or any other Guarantor that is expressly subordinate or junior in right of payment to any other Indebtedness, guarantee or obligation of the Issuer, the Company or such other Guarantor, including, without limitation, any Subordinated Obligation; or

(6) any Capital Stock.

"Senior Indenture" means the indenture governing the Senior Notes to be dated as of the Issue Date, between the Issuer and The Bank of New York Mellon, acting through its London Branch, as trustee, as amended or supplemented from time to time.

"Senior Notes" means collectively (i) the £ aggregate principal amount of % Senior Notes due 2023 and (ii) the $ aggregate principal amount of % Senior Notes due 2023, issued by Lynx II Corp. on the Issue Date.

"Senior Secured Bridge Facility" means the senior secured bridge facility to be dated on or about the Merger Date, between, among others, the Company or VM Secured Finance and certain financial institutions as lenders thereunder, as amended or supplemented from time to time, as described above under "*Description of Other Debt — The Senior Secured Bridge Facility*".

"Significant Subsidiary" means any Restricted Subsidiary which, together with the Restricted Subsidiaries of such Restricted Subsidiary, accounted for more than 10% of the Total Assets of the Company, in each case, for the most recently completed fiscal year.

"Spin-Off" means a transaction by which all outstanding ordinary shares of Virgin Media Communications or a Parent of Virgin Media Communications directly or indirectly owned by the Ultimate Parent are distributed to all of the Ultimate Parent's shareholders in proportion to such shareholders' holdings in the Ultimate Parent at the time of such transaction either directly or indirectly through the distribution of shares in a company holding Virgin Media Communications' shares or Parent's shares.

"Spin Parent" means the company the shares of which are distributed to the shareholders of the Ultimate Parent pursuant to the Spin-Off.

"Standard Securitization Undertakings" means representations, warranties, covenants and indemnities entered into by the Company or any Restricted Subsidiary which are reasonably customary in securitization of Receivables transactions.

"Stated Maturity" means, with respect to any security, the date specified in such security as the fixed date on which the payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision, but shall not include any contingent obligations to repay, redeem or repurchase any such principal prior to the date originally scheduled for the payment thereof.

"Sterling Applicable Premium" means with respect to a Sterling Note at any redemption date prior to , 2017, the excess of (A) the present value at such redemption date of (1) the redemption price of such Sterling Note on , 2017 (such redemption price being described under "*— Optional Redemption — Optional Redemption on or after , 2017*" exclusive of any accrued and unpaid interest) plus (2) all required remaining scheduled interest payments due on such Sterling Note through , 2017 (but excluding accrued and unpaid interest to the redemption date), computed using a discount rate equal to the Gilt Rate plus 50 basis points over (B) the principal amount of such Sterling Note on such redemption date.

"Sterling Equivalent" means with respect to any monetary amount in a currency other than pounds sterling, at any time of determination thereof, the amount of pounds sterling obtained by converting such foreign currency involved in such computation into pounds sterling at the average of the spot rates for the purchase and sale of pounds sterling with the applicable foreign currency as quoted on or recorded in any recognized source of foreign exchange rates within two Business Days prior to such determination. Whenever it is necessary to determine whether the Issuer has complied with any covenant in the Indenture or whether a Default has occurred and an amount is expressed in a currency other than pounds sterling, such amount shall be treated as the Sterling Equivalent determined as of the date such amount is initially determined in such currency.

"Subordinated Obligation" means, in the case of the Issuer, any Indebtedness of the Issuer (whether outstanding on the Issue Date or thereafter Incurred) which is expressly subordinate or junior in right of payment to the Notes pursuant to a written agreement and, in the case of a Guarantor, any Indebtedness of such Guarantor (whether outstanding on the Issue Date or thereafter Incurred) which is expressly subordinate or junior in right of payment to the Note Guarantee of such Guarantor pursuant to a written agreement.

"Subordinated Shareholder Loans" means Indebtedness of the Company (and any security into which such Indebtedness, other than Capital Stock, is convertible or for which it is exchangeable at the option of the holder) issued to and held by any Parent that (either pursuant to its terms or pursuant to an agreement with respect thereto):

(1) does not mature or require any amortization, redemption or other repayment of principal or any sinking fund payment prior to the first anniversary of the Stated Maturity of the Notes (other than through conversion or exchange of such Indebtedness into Capital Stock (other than Disqualified Stock) of the Company or any Indebtedness meeting the requirements of this definition);

(2) does not require, prior to the first anniversary of the Stated Maturity of the Notes, payment of cash interest, cash withholding amounts or other cash gross-ups, or any similar cash amounts;

(3) contains no change of control or similar provisions that are effective, and does not accelerate and has no right to declare a default or event of default or take any enforcement action or otherwise require any cash payment prior to the first anniversary of the Stated Maturity or the Notes;

(4) does not provide for or require any security interest or encumbrance over any asset of the Company or any of the Restricted Subsidiaries;

(5) is subordinated in right of payment to the prior payment in full of the Notes in the event of (a) a total or partial liquidation, dissolution or winding up of the Company, (b) a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to the Company or its property, (c) an assignment for the benefit of creditors or (d) any marshalling of the Company's assets and liabilities;

(6) under which the Company may not make any payment or distribution of any kind or character with respect to any obligations on, or relating to, such Subordinated Shareholder Loans if (x) a payment Default on the Notes occurs and is continuing or (y) any other Default under the Indenture occurs and is continuing on the Notes that permits the holders of the Notes to accelerate their maturity and the Company receives notice of such Default from the requisite holders of the Notes, until in each case the earliest of (a) the date on which such Default is cured or waived or (b) 180 days from the date such Default occurs (and only once such notice may be given during any 360 day period); and

(7) under which, if the holder of such Subordinated Shareholder Loans receives a payment or distribution with respect to such Subordinated Shareholder Loan (a) other than in accordance with the Indenture or as a result of a mandatory requirement of applicable law or (b) under circumstances described under clauses (5)(a) through (d) above, such holder will forthwith pay all such amounts to the Trustee or the Security Trustee to be held in trust for application in accordance with the Indenture.

"Subsidiary" of any Person means (a) any corporation, association or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50% of the total ordinary voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof (or persons performing similar functions) or (b) any partnership, joint venture limited liability company or similar entity of which more than 50% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, is, in the case of clauses (a) and (b), at the time owned or controlled, directly or indirectly, by (1) such Person, (2) such Person and one or more Subsidiaries of such Person or (3) one or more Subsidiaries of such Person. Unless otherwise specified herein, each reference to a Subsidiary will refer to a Subsidiary of the Company.

"Subsidiary Guarantors" refers to the Subsidiaries of the Company that have on the Debt Pushdown Date provided Guarantees under the Existing Senior Secured Notes and the Senior Credit Facility together with the Affiliate Guarantors, and subsequently, together with any Person that becomes a Subsidiary Guarantor after the Issue Date pursuant to the terms of the Indenture;

"Successor Reporting Entity" means successor to New ListCo or any Parent of the Company that files an Annual Report on Form 10-K with the SEC.

"Tax Sharing Agreement" means the tax cooperation agreement entered into with effect as of the 3rd day of March, 2006, by and between (i) Virgin Media and (ii) the Company and Telewest Communications Networks Limited, as amended or supplemented from time to time.

"Total Assets" means the consolidated total assets of the Company and the Restricted Subsidiaries as shown on the most recent balance sheet (excluding the footnotes thereto) of the Company (and, in the case of any determination relating to any Incurrence of Indebtedness or any Investment, on a pro forma basis including any property or assets being acquired in connection therewith).

"Treasury Rate" means the yield to maturity at the time of computation of U.S. Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) which has become publicly available at least two Business Days (but not more than five Business Days) prior to the redemption date (or, if such statistical release is not so published or available, any publicly available source of similar market date selected by the Company in good faith)) most nearly equal to the period from the redemption date to , 2017; provided, however, that if the period from the redemption date to , 2017 is not equal to the constant maturity of a

U.S. Treasury security for which a weekly average yield is given, the Treasury Rate shall be obtained by a linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of U.S. Treasury securities for which such yields are given, except that if the period from the redemption date to , 2017 is less than one year, the weekly average yield on actually traded U.S. Treasury securities adjusted to a constant maturity of one year shall be used.

"UK Government Obligations" means sovereign obligations of the UK for the timely payment of which its full faith and credit is pledged, in each case which are payable in pounds sterling and not callable or redeemable at the option of the issuer thereof.

"Ultimate Parent" means New ListCo.

"Unrestricted Subsidiary" means:

(1) any Subsidiary of the Company that at the time of determination shall be designated an Unrestricted Subsidiary by the Board of Directors of the Company in the manner provided below; and

(2) any Subsidiary of an Unrestricted Subsidiary.

The Board of Directors of the Company may designate any Subsidiary of the Company (including any newly acquired or newly formed Subsidiary or a Person becoming a Subsidiary through merger or consolidation or Investment therein) to be an Unrestricted Subsidiary only if:

(1) such Subsidiary or any of its Subsidiaries does not own any Capital Stock or Indebtedness of or have any Investment in, or own or hold any Lien on any property of, any other Subsidiary of the Company which is not a Subsidiary of the Subsidiary to be so designated or otherwise an Unrestricted Subsidiary;

(2) all the Indebtedness of such Subsidiary and its Subsidiaries shall, at the date of designation, and will at all times thereafter, consist of Non-Recourse Debt;

(3) such designation and the Investment of the Company in such Subsidiary complies with "*— Certain Covenants — Limitation on Restricted Payments*"; and

(4) on the date such Subsidiary is designated an Unrestricted Subsidiary, such Subsidiary is not a party to any agreement, contract, arrangement or understanding with the Company or any Restricted Subsidiary with terms substantially and materially less favorable to the Company or such Restricted Subsidiary than those that might have been obtained from Persons who are not Affiliates of the Company, except for any such agreement, contract, arrangement or understanding that would be permitted under " *— Certain Covenants — Limitation on Affiliate Transactions*".

Any such designation by the Board of Directors of the Company shall be evidenced to the Trustee by promptly filing with the Trustee a resolution of the Board of Directors of the Company giving effect to such designation and an Officers' Certificate certifying that such designation complies with the foregoing conditions. If, at any time, any Unrestricted Subsidiary would fail to meet the foregoing requirements as an Unrestricted Subsidiary, it shall thereafter cease to be an Unrestricted Subsidiary for purposes of the Indenture and any Indebtedness of such Subsidiary shall be deemed to be Incurred as of such date.

The Board of Directors of the Company may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; *provided* that immediately after giving effect to such designation, no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof and either (x) the Company could Incur at least £1.00 of additional Indebtedness under the first paragraph of the covenant described under the covenant described under "*— Certain Covenants — Limitation on Indebtedness*" or (y) the Consolidated Leverage Ratio would be no greater than it was immediately prior to giving effect to such designation, in each case, on a *pro forma* basis taking into account such designation.

"U.S. Government Obligations" means direct obligations of, or obligations guaranteed by, the United States of America, and the payment for which the United States pledges its full faith and credit.

"Virgin Group" means Virgin Media and its Subsidiaries.

"Virgin Media" means Virgin Media Inc., an indirect parent company of the Company, together with its successors (by merger, consolidation, transfer, conversion of legal form or otherwise).

"Virgin Media Communications" means Virgin Media Communications Limited, a company incorporated under the laws of England and Wales, together with its successors (by merger, consolidation, transfer, conversion of legal form or otherwise).

"Virgin Media Holding Company" means any Person of which the Company is a direct or indirect Wholly Owned Subsidiary.

"Virgin Reporting Entity" refers to Virgin Media, or following any transaction whereby the Company is no longer a direct or indirect Subsidiary of Virgin Media, VM FinanceCo or another Parent of VM FinanceCo.

"VM FinanceCo" refers to Virgin Media Finance PLC, a public limited company incorporated under the laws of England and Wales, together with its successors.

"Voting Stock" of a Person means all classes of Capital Stock of such Person then outstanding and normally entitled to vote in the election of directors.

"Wholly Owned Subsidiary" means (1) in respect of any Person, a Person, all of the Capital Stock of which (other than directors' qualifying shares or an immaterial amount of shares required to be owned by other Persons pursuant to applicable law or to ensure limited liability) is owned by that Person directly or (2) indirectly by a Person that satisfies the requirements of clause (1).

DESCRIPTION OF THE SENIOR NOTES

Lynx II Corp. ("Newco") will issue the Notes (as defined below) under the Indenture (the "Indenture"), to be dated as of the Issue Date, between, among others, Newco and The Bank of New York Mellon, acting through its London Branch, as trustee (the "Trustee"). You will find the definitions of capitalized terms used in this description under the heading "— *Certain Definitions*".

The proceeds of the offering of the Notes sold on the Issue Date, when released from escrow as described below, together with (A) the proceeds of the Senior Secured Notes issued on the Issue Date by Lynx I Corp., as the issuer of Senior Secured Notes; (B) the proceeds borrowed by Virgin Media Investments Holding Limited (the "VMIH") under the Senior Credit Facility; and (C) any proceeds that may be borrowed by the VMIH or Virgin Media Secured Finance PLC ("VM Secured Finance") under the Senior Secured Bridge Facility and (D) any proceeds that may be borrowed by Virgin Media Finance PLC ("VM FinanceCo") under the Senior Bridge Facility, to:

(i) pay a portion of the cash consideration to be paid to shareholders of Virgin Media in connection with the merger of Virgin Media and a subsidiary of LGI pursuant to the Merger Agreement dated as of February 5, 2013 among LGI, the subsidiaries of LGI party thereto and Virgin Media (as amended, waived or otherwise modified from time to time in accordance with the terms of the Senior Notes Escrow Agreement, the "Merger Agreement") through a series of transactions including, without limitation, mergers and capital contributions involving Virgin Media and one or more direct or indirect subsidiaries of LGI (the "Merger");

(ii) to finance the purchase of any Existing Senior Notes tendered by a holder of such notes under any Repurchase Offer (as defined in the Existing Senior Notes Indentures) required to be made by VM FinanceCo in respect of any series of Existing Senior Notes in connection with the Merger (each, a "Senior Notes Change of Control Offer");

(iii) to finance the purchase of any Existing Senior Secured Notes tendered by a holder of such notes under any Repurchase Offer (as defined in the Existing Senior Secured Notes Indentures) required to be made by VM Secured Finance in respect of any series of Existing Senior Secured Notes in connection with the Merger (each, a "Senior Secured Notes Change of Control Offer");

(iv) to prepay all amounts due and outstanding under the Existing Credit Facility;

(v) to pay certain costs and expenses as set forth in this offering memorandum under the caption "*Use of Proceeds*"; and

(vi) general corporate purposes.

Pending consummation of the Merger, the Initial Purchasers will deposit the net proceeds (other than certain fees payable to the initial purchasers of the Notes) of this offering of the Notes into a senior notes escrow account (the "Senior Notes Escrow Account") pursuant to the terms of a senior notes escrow and security agreement (the "Senior Notes Escrow Agreement") between the Trustee and The Bank of New York Mellon, acting through its London Branch, as escrow agent (the "Escrow Agent"). The Senior Notes Escrow Agreement, including the conditions to the release of the Senior Notes Escrowed Property (as defined below), is more fully described below under "*General — Senior Notes Escrow of Proceeds; Special Mandatory Redemption; Special Optional Redemption — Senior Notes Escrow of Proceeds*". In the event the Merger is not consummated on or before February 4, 2014 (the "Longstop Date") (or upon the occurrence of certain other events), the Notes will be redeemed at the applicable Special Mandatory Redemption Price (as defined below) plus accrued and unpaid interest and Additional Amounts (as defined below), if any, from the Issue Date. See "— *Special Mandatory Redemption*".

Upon consummation of the Merger on or prior to the Longstop Date, and the satisfaction of the conditions described below under "*General — Senior Notes Escrow of Proceeds; Special Mandatory Redemption; Special Optional Redemption — Senior Notes Escrow of Proceeds*" the Ultimate Parent will effect, and cause its direct and indirect Subsidiaries to effect, the Debt Pushdown (as defined below). Upon consummation of the Debt Pushdown (as defined below), VM FinanceCo will succeed to, and be substituted for, and may exercise every right and power of, Newco under the Indenture, and upon such substitution, Newco will be released from its obligations under the Indenture and the Notes.

The term "Debt Pushdown" means, collectively, the following transactions, among others:

(1) the consummation of the Merger;

(2) the transfer of the Capital Stock of Newco through one or more intermediary steps to VM FinanceCo as a result of which Newco will become a direct Subsidiary of VM FinanceCo;

(3) the transfer of the Capital Stock of Lynx I Corp. through one or more intermediary steps to VM Secured Finance, as a result of which Lynx I Corp. will become a direct Subsidiary of VM Secured Finance;

(4) the assumption by VM FinanceCo of all of Newco's obligations under the Notes and the Indenture pursuant to a supplemental indenture, accession agreement or other similar agreement (the "Accession Agreement") and the assignment by Newco of the proceeds of the Notes to VM FinanceCo;

(5) the assumption by VM Secured Finance of all of Lynx I Corp.'s obligations under the Senior Secured Notes and the Senior Secured Notes Indenture pursuant to a supplemental indenture, accession agreement or other similar agreement and the assignment by Lynx I Corp. of the proceeds of the Senior Secured Notes to VM Secured Finance;

(6) the guarantee by each Guarantor of the Issuer's obligations under the Notes and the Indenture pursuant to a supplemental indenture to the Indenture as described below under the caption "*— Ranking of the Notes and Note Guarantees upon Completion of the Debt Pushdown — Guarantees*"; and

(7) the execution and delivery of an accession agreement to the Intercreditor Deed by each of the Trustee and the Senior Agent (as defined therein).

The date of the consummation of the Debt Pushdown is referred to herein as the "Debt Pushdown Date".

For purposes of this description, prior to the Debt Pushdown Date, references to the "Issuer", "we", "our" and "us" refer only to Newco. After the Debt Pushdown Date, references to the "Issuer", "we", "our" and "us" refer only to VM FinanceCo, and not to any of its Subsidiaries.

Prior to the Debt Pushdown Date, Newco will be prohibited from engaging in any business activity or any other activity, other than certain activities related to the Indenture, the Notes, the Merger and related transactions. See *"— Certain Covenants — Limitation on Activities of Newco Prior to the Debt Pushdown*". Prior to the Debt Pushdown Date, neither the Issuer nor any of the Restricted Subsidiaries will be subject to the covenants described in this Description of the Senior Notes. The release of the proceeds of the offering of the Notes from the Senior Notes Escrow Account will be subject to certain conditions. See "*General — Senior Notes Escrow of Proceeds; Special Mandatory Redemption; Special Optional Redemption — Senior Notes Escrow of Proceeds*". The Issuer and the Restricted Subsidiaries will not be subject to the restrictive covenants contained in the Indenture prior to the Debt Pushdown Date and, as such, we cannot assure you that, prior to the Debt Pushdown Date, the Issuer and its Subsidiaries will not engage in activities that would otherwise have been prohibited by the Indenture had those covenants been applicable to the Issuer and the Restricted Subsidiaries after the Issue Date and prior to the Debt Pushdown Date.

The Indenture is unlimited in aggregate principal amount, but the aggregate principal amount of Notes issued in this offering is limited to £ million senior notes (the "Sterling Notes") and $ million senior notes (the "Dollar Notes" and, together with the Sterling Notes, the "Notes"). The Issuer may issue an unlimited amount of additional notes having identical terms and conditions to the Notes under the Indenture (the "Additional Notes"). The Issuer will only be permitted to issue such Additional Notes if, at the time of such issuance, it is in compliance with the covenants contained in the Indenture. Any Additional Notes will be part of the same issue as the Notes we are currently offering and will vote on all matters with the holders of the Notes. Unless expressly stated otherwise, in this Description of the Senior Notes, when we refer to the Notes, the reference includes the Notes issued on the Issue Date and any Additional Notes.

Except as otherwise stated herein, the Notes will be treated as a single class of Notes under the Indenture, including with respect to waivers and amendments. As a result, among other things, holders of each series of Notes will not have separate and independent rights to give notice of a Default or to direct the Trustee to exercise remedies in the event of a Default with respect to the Notes or otherwise.

The Issuer will apply to list the Notes on the Official List of the Luxembourg Stock Exchange and to trade on the Euro MTF of the Luxembourg Stock Exchange (the "Euro MTF").

This Description of the Senior Notes is intended to be a useful overview of the material provisions of the Notes and the Indenture. As this Description of the Senior Notes is only a summary, you should refer to the Indenture for a complete description of the obligations of the Issuer and your rights. Copies of the Indenture are available as set forth under "*Listing and General Information*".

General

The Notes

The Notes will mature on , 2023 and, prior to the Debt Pushdown Date, will be secured on a first-priority basis by the Newco Share Pledge (as defined below) and on a first-priority basis by the Senior Notes Escrow Agreement. See "*— Ranking of the Notes and the Security Prior to the Debt Pushdown*". Following the Debt Pushdown Date, the Notes will initially be guaranteed by the Guarantors as described below under "*— Ranking of the Notes and Guarantees upon Completion of the Debt Pushdown*".

The Issuer will issue the Sterling Notes in minimum denominations of £100,000 and integral multiples of £1,000 in excess thereof and the Dollar Notes in minimum denominations of $200,000 and integral multiples of $1,000 in excess thereof.

Interest

Interest on the Sterling Notes will accrue at the rate of % *per annum* and interest on the Dollar Notes will accrue at the rate of % *per annum* and, in each case, will be payable in the currency in which such Notes are denominated semi-annually in arrears on April 15 and October 15, commencing on October 15, 2013. Interest on the Notes will accrue from the date of original issuance. The Issuer will make each interest payment to the holders of record of the Notes on the immediately preceding and . Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Payments on the Notes

Principal, premium, if any, interest, and Additional Amounts (as defined below), if any, on the Global Notes will be payable, and the Global Notes may be exchanged or transferred, at the corporate trust office or agency of the Trustee in London, England except that, at the option of the Issuer, payment of interest may be made by check mailed to the address of the holders of the Notes as such address appears in the Note register. Payments on the Sterling Global Notes will be made to the common depositary as the registered holder of the Sterling Global Notes and payments on the Dollar Global Notes will be made to Cede & Co. as the registered holder of the Dollar Global Notes.

The Issuer will pay interest on the Notes to Persons who are registered holders at the close of business on the record date immediately preceding the interest payment date for such interest. Such holders must surrender their Notes to a Paying Agent to collect principal payments.

Paying Agent and Registrar

The Issuer will maintain one or more paying agents (each, a "Paying Agent") for the Notes in each of (i) the City of London (the "Principal Paying Agent") and (ii) the Borough of Manhattan, City of New York. The Bank of New York Mellon, acting through its London Branch, will initially act as Paying Agent in London and The Bank of New York Mellon will initially act as Paying Agent in New York.

The Issuer will also maintain one or more registrars (each, a "Registrar") for so long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted for trading on the Euro MTF Market and the rules of the Luxembourg Stock Exchange so require. The Issuer will also maintain a transfer agent. The initial Registrar will be The Bank of New York Mellon (Luxembourg) S.A. The initial transfer agent will be The Bank of New York Mellon, acting through its London Branch. The Registrar and the transfer agent will maintain a register on behalf of the Issuer for so long as the Notes remain outstanding reflecting ownership of Definitive Registered Notes (as defined elsewhere in this Offering Memorandum) outstanding from time to time and will make payments on and facilitate transfer of Definitive Registered Notes on behalf of the Issuer. In the event that the Notes are no longer listed, the Issuer or its agent will maintain a register reflecting ownership of the Notes.

The Issuer may change a Paying Agent, Registrar or transfer agent for the Notes without prior notice to the holders of Notes, and the Issuer may act as Paying Agent, Registrar or transfer agent for the Notes. In the event that a Paying Agent, Registrar or transfer agent is replaced, the Issuer will provide notice thereof in accordance with the procedures described under "— *Notices*".

In addition, the Issuer undertakes that it will ensure that it maintains a Paying Agent in a Member State of the European Union that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the European Council of Economics and Finance Ministers ("ECOFIN") meeting of November 26-27, 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive.

Senior Notes Escrow of Proceeds; Special Mandatory Redemption; Special Optional Redemption

Senior Notes Escrow of Proceeds

Concurrently with the closing of the offering of the Notes on the Issue Date, the Issuer will enter into the Senior Notes Escrow Agreement with the Trustee and the Escrow Agent, pursuant to which the Initial Purchasers will deposit with the Escrow Agent an amount equal to the net proceeds (other than certain fees payable to the initial purchasers of the Notes) of the offering of the Notes sold on the Issue Date. Prior to the release of such proceeds from the Senior Notes Escrow Account, such funds will be invested in certain permitted investments including in cash and/or any highly-rated stable net asset value money market fund. The initial funds deposited in the Senior Notes Escrow Account, and all other funds, securities, interest, dividends, distributions and other property and payments credited to the Senior Notes Escrow Account are referred to as the "Senior Notes Escrowed Property".

Upon the satisfaction of the conditions described below, a portion of, or all of, the Senior Notes Escrowed Property may be released (the "Initial Release") to or for the account of VM FinanceCo. In order to cause the Escrow Agent to effect the Initial Release, the Escrow Agent shall have received from the Issuer, on or prior to the date of such Initial Release (the "Initial Release Date") which must occur on the Merger Date or on a date that is no later than 30 Business Days following the Merger Date, an Officer's Certificate to the effect that:

(1) (a) the Merger will be consummated, on or prior to the Longstop Date, on substantially the same terms as described in the Offering Memorandum under the heading "*Summary — The Transactions*" and in accordance with the terms of the Merger Agreement and (b) no provision of the Merger Agreement shall have been amended or waived in any manner which would be materially adverse to the holders of the Notes without the consent of the holders of a majority in principal amount of the Notes outstanding;

(2) on or prior to the Initial Release Date: (i) an irrevocable notice for each Senior Secured Notes Change of Control Offer has been given under the applicable Existing Senior Secured Notes Indenture; (ii) an irrevocable notice for each Senior Notes Change of Control Offer has been given under the applicable Existing Senior Notes Indenture; (iii) each of the Bridge Facility Agreements has been executed and delivered by VM FinanceCo (in the case of the Senior Bridge Facility), and VM Secured Finance (in the case of the Senior Secured Bridge Facility) and the other borrowers and guarantors thereunder, and remain in full force and effect; (iv) the Existing Credit Facility has been repaid, or will be repaid in full pursuant to its terms; and (v) the Senior Credit Facility has been executed, remains in full force and effect and available for drawdown; and

(3) no Default or Event of Default has occurred and is continuing with respect to any matter set forth in clauses (1) or (2) of the definition of Event of Default or with respect to the covenant described under the caption "— *Certain Covenants — Limitation on Activities of Newco Prior to the Debt Pushdown*"

If the Debt Pushdown has not or will not occur on the Initial Release Date, the amount of the Initial Release shall not be greater than the amount required to fund (A) a portion of the cash consideration payable in the Merger plus (B) certain fees and expenses incurred in connection with the Merger and the offering of the Notes; *provided that* after the Initial Release, an amount which together with the amount of remaining proceeds of the Senior Notes held in escrow and the committed and undrawn Indebtedness in favor of the Virgin Group entered into in connection with the Merger, is equal to the amount necessary to repay or redeem all Indebtedness (including any premium, prepayment fees, expenses and accrued and

unpaid interest) under the any Indebtedness required to be repaid in connection with the Merger, remains in the Senior Notes Escrow Account.

The Initial Release shall occur promptly upon the satisfaction of the conditions set forth above. Following the Initial Release, the remaining amount of Senior Escrow Property will remain subject to the Senior Notes Escrow Agreement and the conditions contained therein until completion of the Debt Pushdown.

If the Debt Pushdown has occured or will occur on the Initial Release Date, such Officer's Certificate shall also confirm and evidence as of the Initial Release Date that the conditions set forth below in respect of the Final Release Date (as defined below) have been met or will be satisfied concurrently with the Initial Release.

If the Debt Pushdown occurs after the Inital Release Date, concurrently with the completion of the Debt Pushdown, the remaining Senior Notes Escrowed Property will be released (the "Final Release") to or for the account of VM FinanceCo. In order to cause the Escrow Agent to effect the Final Release, the Escrow Agent shall have received from the Issuer, on or prior to the date of such Final Release (the "Final Release Date") which must occur on a date that is on or before 30 Business Days following the Merger Date, an Officer's Certificate to the effect that:

(1) the Debt Pushdown will be consummated on such date;

(2) prior to or concurrently with the release of the proceeds of the Notes, any remaining proceeds of the Senior Secured Notes issued on the Issue Date will be released from escrow;

(3) those documents, legal opinions and certificates attached as exhibits to the Senior Notes Escrow Agreement that are required to be delivered on the Final Release Date have been delivered in accordance with the terms of the Senior Notes Escrow Agreement;

(4) the transactions or documents described in clauses (2) through (7) of the definition of Debt Pushdown have been, or will be entered into, on or prior to the Final Release Date; and

(5) no Default or Event of Default has occurred and is continuing with respect to any matter set forth in clauses (1) or (2) of the definition of Event of Default or with respect to the covenant described under the caption "*— Certain Covenants — Limitation on Activities of Newco Prior to the Debt Pushdown*".

The Final Release shall occur promptly upon the satisfaction of the conditions set forth above. Following the Final Release, a portion of the Senior Notes Escrowed Property may be used to effect the Special Optional Redemption described below. See *"— Special Optional Redemption*".

By accepting a Note, each holder will be deemed to have agreed to be bound by the terms of the Senior Notes Escrow Agreement and irrevocably authorized and directed the Trustee to take all the actions set forth in the Senior Notes Escrow Agreement without the need for further direction from them under the Indenture.

Special Mandatory Redemption

Upon the earlier of (i) the date on which neither of LGI nor Lynx Europe Limited (together with its successors, by merger, consolidation, transfer, conversion of legal form or otherwise), directly or indirectly, beneficially owns and controls 100% of the issued and outstanding Capital Stock of Newco, (ii) the date on which there first occurs a repudiation by Newco of any of its obligations under the Senior Notes Escrow Agreement or the unenforceability of the Senior Notes Escrow Agreement against Newco or any of its other creditors for any reason, (iii) the date on which any conditions to the Escrow Release could not reasonably be deemed to be capable of being satisfied, (iv) the date on which the Merger Agreement terminates and (iv) if the Merger has not been completed on or before the Longstop Date (such date, the "Escrow Termination Date"), Newco will redeem all of the Notes (the "Special Mandatory Redemption") (a) at a redemption price equal to 100% of the principal amount of the Notes plus accrued but unpaid interest (or issue price plus accreted original issue discount and accrued but unpaid interest, if applicable) and Additional Amounts, if any, if the Special Mandatory Redemption Date (as defined below) occurs on or before November 4, 2013 and (b) at a redemption price equal to 101% of the principal amount of the Notes plus accrued but unpaid interest (or issue price plus accreted original issue discount and accrued but unpaid interest, if applicable, plus a premium of 1% of the aggregate issue price) and Additional Amounts, if any, if the Special Mandatory Redemption Date occurs after November 4, 2013, (each, a "Special

Mandatory Redemption Price") in each case, to the date of the Special Mandatory Redemption (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date). Notice of the Special Mandatory Redemption will be mailed by Newco, no later than the second Business Day following the Escrow Termination Date, to the Trustee (with an instruction to the Trustee to deliver the same to each holder of the Notes) and the Escrow Agent, and will provide that the Notes shall be redeemed on a date that is no later than the fifth Business Day after such notice is mailed (the "Special Mandatory Redemption Date"). On the Special Mandatory Redemption Date, the Escrow Agent shall pay to the Principal Paying Agent for payment to each holder the Special Mandatory Redemption Price for such holder's Notes and, concurrently with the payment to such holders, deliver any excess Senior Notes Escrowed Property (if any) to the Issuer.

If the Special Mandatory Redemption Date is on or after an interest record date and on or before the related interest payment date, the accrued and unpaid interest, if any, will be paid to the Person in whose name the Note is registered at the close of business on such record date and no additional interest will be payable to holders whose Notes will be subject to redemption by the Issuer.

In the event the Special Mandatory Redemption Price payable upon such Special Mandatory Redemption exceeds the amount of the Senior Notes Escrowed Property, LGI has agreed to pay to the Trustee an amount in cash equal to the shortfall (including any accrued and unpaid interest and any redemption premium (if applicable)) (the "LGI Guarantee").

No provisions of the Senior Notes Escrow Agreement (including, without limitation, those relating to the release of the Senior Notes Escrowed Property) and, to the extent such provisions relate to the Issuer's obligation to redeem the Notes in a Special Mandatory Redemption, the Indenture, may be waived or modified in any manner materially adverse to the holders of the Notes without the written consent of holders of at least 90% in aggregate principal amount of Notes affected thereby.

Special Optional Redemption

If, on the Debt Pushdown Date, there remains any Senior Notes Escrowed Property that is not necessary to fund the amounts payable in respect of the Existing Senior Notes that have been delivered to VM FinanceCo in the Senior Notes Change of Control Offer (such excess, the "Excess Senior Offering Proceeds"), then the Issuer may elect, at its option, to apply all or a portion of the Excess Senior Offering Proceeds to redeem a portion of the Notes (the "Special Optional Redemption") at a redemption price equal to 100% of the principal amount of the Notes plus accrued but unpaid interest (or issue price plus accreted original issue discount and accrued but unpaid interest, if applicable) and Additional Amounts, if any (the "Special Optional Redemption Price"), plus accrued but unpaid interest and Additional Amounts, if any, to the date of the Special Optional Redemption (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date). Notice of the Special Optional Redemption will be mailed by Newco, no later than the second Business Day following the date of the Final Release, to the Trustee (with an instruction to the Trustee to deliver the same to each holder of the Notes), and will provide that the Notes shall be redeemed on a date that is no later than the fifth Business Day after such notice is mailed (the "Special Optional Redemption Date"). On the Special Optional Redemption Date, the Issuer shall pay to the Principal Paying Agent for payment to each holder the Special Optional Redemption Price for such holder's Notes and, concurrently with the payment to such holders.

If the Special Optional Redemption Date is on or after an interest record date and on or before the related interest payment date, the accrued and unpaid interest, if any, will be paid to the Person in whose name the Note is registered at the close of business on such record date and no additional interest will be payable to holders whose Notes will be subject to redemption by the Issuer.

Post-Closing Reorganizations

Following the Debt Pushdown, the Ultimate Parent may effect a reorganization of the Virgin Group (the "Post-Closing Reorganizations"). The Post-Closing Reorganizations are expected to include (i) a distribution or other transfer of Virgin Media Communications and its Subsidiaries or a Parent of Virgin Media Communications to the Ultimate Parent or another direct Subsidiary of the Ultimate Parent through one or more mergers, transfers, consolidations or other similar transactions such that Virgin Media Communications and its Subsidiaries or such Parent will become the direct Subsidiary of the Ultimate Parent or such other direct Subsidiary of the Ultimate Parent, (ii) the issuance by Virgin Media Communications or VM FinanceCo of Capital Stock to the Ultimate Parent or another direct Subsidiary of

the Ultimate Parent and, as consideration therefor, the assignment by the Ultimate Parent or a direct Subsidiary of the Ultimate Parent of a loan receivable to Virgin Media Communications or VM FinanceCo, as the case may be, and/or (iii) the insertion of a new entity as a direct Subsidiary of Virgin Media Communications, which new entity will become a Parent of VM FinanceCo.

Any Parent that ceases to be a Parent of Virgin Media Communications following the Post-Closing Reorganization, is referred to as a "Released Entity" and together the "Released Entities".

Transfer and Exchange

The Notes will be issued in the form of several registered notes in global form, without interest coupons, as follows:

- Each series of Notes sold within the United States to qualified institutional buyers pursuant to Rule 144A under the Securities Act will initially be represented by one or more global notes in registered form without interest coupons attached (the "144A Global Notes").
  - — The 144A Global Notes representing the Dollar Notes (the "Dollar 144A Global Note") will, on the Issue Date, be deposited with a custodian for The Depository Trust Company ("DTC") and registered in the name of Cede & Co., as nominee of DTC.
  - — The 144A Global Notes representing the Sterling Notes (the "Sterling 144A Global Note") will, on the Issue Date, be deposited with and registered in the name of the common depositary for the accounts of Euroclear Bank S.A./N.V. ("Euroclear") and Clearstream Banking, *société anonyme* ("Clearstream").
  - — Each series of Notes sold outside the United States pursuant to Regulation S under the Securities Act will initially be represented by temporary notes in registered, global form, without interest coupons (the "Regulation S Temporary Global Notes"). Through and including the 40th day after the later of the commencement of this offering and the closing of this offering (such period, through and including such 40th day, the "distribution compliance period" as defined in Regulation S), beneficial interests in the Regulation S Temporary Global Notes may be held only through Euroclear and Clearstream (as indirect participants in DTC) unless transferred to a person that takes delivery through a 144A Global Note in accordance with the certification requirements described under "Book-Entry Settlement and Clearance — Transfers". Within a reasonable time period after the expiration of the distribution compliance period, the Regulation S Temporary Global Notes may be exchanged for one or more permanent notes in registered, global form without interest coupons (collectively, the "Regulation S Permanent Global Notes" and, together with the Regulation S Temporary Global Notes, the "Regulation S Global Notes" and together with the Dollar Global Notes, the "Global Notes") upon delivery to DTC of certification of compliance with the transfer restrictions applicable to the notes pursuant to Regulation S as provided in the Indenture. The term Regulation S Global Notes as used herein shall refer to either Regulation S Temporary Global Notes or Regulation S Permanent Global Notes, as the context requires. After the 40-day distribution compliance period ends, investors may also hold their interests in the permanent Dollar Regulation S Global Note through organizations other than Clearstream or Euroclear that are DTC participants.

Ownership of interests in the Global Notes ("Book-Entry Interests") will be limited to persons that have accounts with DTC, Euroclear or Clearstream, as applicable, or persons that may hold interests through such participants. Ownership of interests in the Book-Entry Interests and transfers thereof will be subject to the restrictions on transfer and certification requirements summarized below and described more fully under "*Transfer Restrictions*". In addition, transfers of Book-Entry Interests between participants in DTC, participants in Euroclear or participants in Clearstream will be effected by DTC, Euroclear or Clearstream, as applicable, pursuant to customary procedures and subject to the applicable rules and procedures established by DTC, Euroclear or Clearstream, as applicable, and their respective participants.

Book-Entry Interests in the 144A Global Notes may be transferred to a person who takes delivery in the form of Book-Entry Interests in the Regulation S Global Notes denominated in the same currency only upon delivery by the transferor of a written certification (in the form provided in the indenture) to the effect that such transfer is being made in accordance with Regulation S under the Securities Act.

Regulation S Book-Entry Interests may be transferred to a person who takes delivery in the form of 144A Book-Entry Interests only upon delivery by the transferor of a written certification (in the form provided in the Indenture) to the effect that such transfer is being made to a person who the transferor reasonably believes is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A or otherwise in accordance with the transfer restrictions described under "*Transfer Restrictions*" and in accordance with any applicable securities law of any other jurisdiction.

Any Book-Entry Interest that is transferred as described in the immediately preceding paragraphs will, upon transfer, cease to be a Book-Entry Interest in the Global Note from which it was transferred and will become a Book-Entry Interest in the Global Note to which it was transferred.

Accordingly, from and after such transfer, it will become subject to all transfer restrictions, if any, and other procedures applicable to Book-Entry Interests in the Global Note to which it was transferred.

If Definitive Registered Notes are issued, they will be issued only in minimum denominations of £100,000 or $200,000 principal amount, as the case may be, and integral multiples of £1,000 in excess thereof or $1,000 in excess thereof, as the case may be, upon receipt by the applicable Registrar of instructions relating thereto and any certificates, opinions and other documentation required by the Indenture. It is expected that such instructions will be based upon directions received by DTC, Euroclear or Clearstream, as applicable, from the participant which owns the relevant Book-Entry Interests. Definitive Registered Notes issued in exchange for a Book-Entry Interest will, except as set forth in the Indenture or as otherwise determined by the Issuer to be in compliance with applicable law, be subject to, and will have a legend with respect to, the restrictions on transfer summarized below and described more fully under "*Transfer Restrictions*".

Subject to the restrictions on transfer referred to above, Sterling Notes issued as Definitive Registered Notes may be transferred or exchanged, in whole or in part, in minimum denominations of £100,000 in principal amount and integral multiples of £1,000 in excess thereof and Dollar Notes issued as Definitive Registered Notes may be transferred or exchanged in whole or in part, in minimum denominations of $200,000 in principal amount and integral multiples of $1,000 in excess thereof. In connection with any such transfer or exchange, the Indenture will require the transferring or exchanging holder to, among other things, furnish appropriate endorsements and transfer documents, to furnish information regarding the account of the transferee at DTC, Euroclear or Clearstream where appropriate, to furnish certain certificates and opinions, and to pay any taxes, duties and governmental charges in connection with such transfer or exchange. Any such transfer or exchange will be made without charge to the holder, other than any taxes, duties and governmental charges payable in connection with such transfer.

Notwithstanding the foregoing, the Issuer is not required to register the transfer of any Definitive Note in registered form:

(1) for a period of 15 calendar days prior to any date fixed for the redemption of the Notes;

(2) for a period of 15 calendar days immediately prior to the date fixed for selection of Notes to be redeemed in part;

(3) for a payment period of 15 calendar days prior to the record date with respect to any interest payment date; or

(4) that the registered holder of Notes has tendered (and not withdrawn) for repurchase in connection with a Change of Control Offer or an Asset Disposition Offer.

Ranking of the Notes and Security Prior to the Debt Pushdown

Ranking

The Notes will be general senior obligations of the Issuer, initially secured by the Newco Share Pledge (as defined below) and the Senior Notes Escrow Escrowed Property. Prior to the Debt Pushdown, the Issuer will not be permitted to Incur any Indebtedness or any other liabilities, except as permitted under *"—Certain Covenants — Limitation on Activities of Newco Prior to the Debt Pushdown*".

Security

Newco Share Pledge

The obligations of the Issuer under the Notes will initially be secured by a first-priority pledge of the shares of Newco held by Viper US MergerCo 1 LLC (the "Newco Share Pledge").

The Newco Share Pledge will be unconditionally released and discharged upon the earlier to occur of the following:

(1) upon repayment in full of the Notes pursuant to a Special Mandatory Redemption; and

(2) upon completion of the Debt Pushdown.

Prior to completion of, but in contemplation of, the Debt Pushdown, the Newco Share Pledge may also be released in connection with any transfer of the shares of Newco to another Subsidiary of LGI, provided that, such release is followed by the substantially concurrent pledge of such shared by the direct parent of Newco having at least equivalent priority over the shares of Newco.

Senior Secured Notes Escrow and Security Agreement

Pending consummation of the Merger, the Initial Purchasers will deposit the net proceeds (other than certain fees payable to the initial purchasers of the Notes) from the offering of the Notes into the Senior Notes Escrow Account. The holders of Notes will also benefit from a security interest in the rights of the Issuer under the Senior Notes Escrow Agreement (which may be partially released in connection with the Initial Release). Upon completion of the Final Release, the Senior Notes Escrow Agreement will automatically terminate and any Lien created thereunder will be unconditionally released.

Guarantees

Prior to consummation of the Debt Pushdown, the Notes will not benefit from any guarantees other than the LGI Guarantee to pay an amount in cash equal to the shortfall in the event the Special Mandatory Redemption Price payable upon any Special Mandatory Redemption exceeds the amount of the Senior Notes Escrowed Property.

Ranking of the Notes and Note Guarantees upon Completion of the Debt Pushdown

General

The Notes will, upon completion of the Debt Pushdown:

- be general senior unsecured obligations of the Issuer;
- rank *pari passu* in right of payment with any existing and future Senior Indebtedness of the Issuer, including the Existing Senior Notes and any obligations owed by the Issuer in respect of its guarantee of all obligations of the borrowers under the Senior Liabilities or the High Yield Trustee Direct Claims (as defined in the Intercreditor Deed);
- rank senior in right of payment to any existing and future Subordinated Obligations of the Issuer;
- will be effectively subordinated to any Secured Indebtedness of the Issuer and its Subsidiaries, including any obligations owed by the Issuer in respect of its guarantee of all obligations of the borrowers under the Senior Credit Facility, the Senior Secured Bridge Facility and the holders of the Existing Senior Secured Notes and the Senior Secured Notes, to the extent of the value of the assets securing such Secured Indebtedness;
- be guaranteed on a senior subordinated basis by the Subsidiary Guarantors and on a senior basis by the Parent Guarantors as described under "— *Guarantees*"; and
- be effectively subordinated to all liabilities (including all obligations under the Senior Credit Facility, the Senior Secured Bridge Facility, the Existing Senior Secured Notes and the Senior Secured Notes, any Indebtedness permitted to be Incurred by a Restricted Subsidiary of the Issuer under the Indenture) and Disqualified Stock and Preferred Stock of each Subsidiary of the Issuer, including the Subsidiary Guarantors (other than Senior Subordinated Indebtedness and Subordinated Obligations of the Subsidiary Guarantors).

The Issuer and the Subsidiary Guarantors have no revenue-generating operations of their own. To make payment on the Notes or the Note Guarantees, as applicable, each will depend on cash flows received from its subsidiaries and payments under intercompany loans, including convertible unsecured loan stock. See "*Risk Factors — Risks related to the Senior Secured Notes and Senior Notes—The Issuers are finance companies and some of the Guarantors are holding companies, or finance companies, and are dependent upon cash flow from group subsidiaries to meet their obligations*." Moreover, the Issuer and the other Restricted Subsidiaries will be able to Incur substantial amounts of Indebtedness in the future, including Indebtedness that will be effectively senior to the Notes and the Guarantees thereof. See "*— Ranking*" and "*— Certain Covenants — Limitation on Indebtedness*" below.

The Issuer expects to conduct all of its operations through its Subsidiaries. Creditors, including trade creditors, and preferred stockholders, if any, of such Subsidiaries generally will have priority with respect to the assets and earnings of such Subsidiaries, including the Subsidiary Guarantors (except to the extent of any Indebtedness of the Subsidiary Guarantors ranking *pari passu* with or junior to the Subsidiary Guarantees), over the claims of creditors of the Issuer, including the holders of Notes. The Notes, therefore, will be effectively subordinated to the claims of creditors, including creditors under the Existing Credit Facility and the Existing Senior Secured Notes, trade creditors, and preferred stockholders, if any, of Subsidiaries of the Issuer, other than creditors under Senior Subordinated Indebtedness or Subordinated Obligations of the Subsidiary Guarantors.

Other Indebtedness

As of December 31, 2012, on an as-adjusted basis after giving effect to the Transactions, there would have been outstanding:

(1) no Indebtedness of the Parent Guarantors, other than the Parent Guarantees, the guarantees in favor of the Existing Senior Notes and the Senior Bridge Facility and intercompany Indebtedness owed to other Parent Guarantors or Restricted Subsidiaries;

(2) no Indebtedness of the Issuer, other than the Notes, the Existing Senior Notes the guarantee by the Issuer of all obligations under the Senior Credit Facility, the Existing Senior Secured Notes, the Senior Secured Notes and the Senior Secured Bridge Facility and intercompany Indebtedness owed to Parent Guarantors;

(3) £5,871.6 million of indebtedness of the Subsidiary Guarantors, based on sterling equivalent amounts on December 31, 2012 under the Senior Credit Facility, the Existing Senior Secured Notes, the Senior Secured Bridge Facility as well as our Hedging Obligations (excluding subordinated guarantees of the Existing Senior Notes, the Notes and the Senior Bridge Facility); and

(4) indebtedness of VMIL and its Restricted Subsidiaries other than the guarantee of the Existing Senior Notes, the Subsidiary Guarantee and Indebtedness under the Senior Credit Facility, the Existing Senior Secured Notes and the Senior Secured Bridge Facility, of £229.0 million. Of this amount, £229.0 million primarily represents amounts owed under capital leases.

Although the Indenture will limit the Incurrence of Indebtedness by the Issuer and the Restricted Subsidiaries, such limitation is subject to a number of significant qualifications. The Issuer and the Restricted Subsidiaries will be able to Incur substantial amounts of additional Indebtedness. Such Indebtedness may be Senior Indebtedness or may otherwise be effectively senior to the Notes and the Subsidiary Guarantees. In particular, Restricted Subsidiaries that are Subsidiaries of the Issuer may Incur additional capital markets Indebtedness which, under the terms of the Indenture, can be secured and guaranteed and can benefit from restrictions limiting the ability of those Subsidiaries to pay dividends to the Issuer. See "*— Certain Covenants — Limitation on Indebtedness*" below. The Indenture does not limit the Incurrence of Indebtedness by any Parent or any Unrestricted Subsidiary.

The ability of the Issuer to service its Indebtedness, including the Notes, is dependent upon the earnings of its Subsidiaries and the ability of those Subsidiaries to distribute those earnings as dividends, loans or other payments to the Issuer. In particular, the ability of its Subsidiaries to transfer funds to the Issuer (in the form of cash dividends, loans, advances or otherwise) may be limited by financial assistance rules, corporate benefit laws, other corporate laws, banking or other regulations. If these restrictions are applied to the Subsidiaries of the Issuer that are not Subsidiary Guarantors, then the Issuer would not be able to use the earnings of those Subsidiaries to make payments on the Notes to the extent that such earnings cannot otherwise be paid lawfully to the Issuer (directly or through Subsidiaries of the Issuer). In

addition, contractual obligations of the Subsidiaries of the Issuer, including financing arrangements such as the Senior Credit Facility, the Existing Senior Secured Notes, the Senior Secured Bridge Facility and the Intercreditor Deed, limit and may in the future limit the ability of Subsidiaries to transfer funds to the Issuer. As noted above, agreements relating to future Indebtedness of the Subsidiaries of the Issuer, including capital markets Indebtedness, may include such limitations.

Guarantees

Parent Guarantees

Upon the consummation of the Debt Pushdown, Virgin Media, Virgin Media Holdings Inc, Virgin Media (UK) Group, and Virgin Media Communications as Parent Guarantors (the "Parent Guarantors"), will, jointly and severally, irrevocably guarantee (the "Parent Guarantees"), as primary obligor and not merely as sureties, on a senior basis the full and punctual payment when due, whether at Stated Maturity, by acceleration or otherwise, all payment obligations of the Issuer under the Indenture and the Notes, whether for payment of principal of or interest on or in respect of the Notes, fees, expenses, indemnification or otherwise.

Each Parent Guarantee will:

- be a senior unsecured obligation of such Parent;
- rank equally in right of payment with all existing and future senior indebtedness of such Parent;
- be senior in right of payment to all existing and future Subordinated Obligations of such Parent;
- be effectively subordinated to any Secured Indebtedness of such Parent and its Subsidiaries to the extent of the value of the assets securing such Secured Indebtedness; and
- be effectively subordinated to all liabilities (including all obligations under the Senior Credit Facility, the Senior Secured Bridge Facility, the Existing Senior Secured Notes and the Senior Secured Notes, any Indebtedness permitted to be Incurred under the Indenture by the Issuer or any Restricted Subsidiary) and Disqualified Stock and Preferred Stock of each Subsidiary of such Parent, including the Issuer and the Subsidiary Guarantors.

None of the Parent Guarantors will be directly subject to the covenants under the Indenture.

The Parent Guarantees will:

- be a senior unsecured obligation of the respective Parent Guarantor;
- rank equally in right of payment with all existing and future senior indebtedness of the respective Parent Guarantor;
- be effectively subordinated to any Secured Indebtedness of the respective Parent Guarantor and its Subsidiaries to the extent of the value of the assets securing such Secured Indebtedness (other than to the extent any such assets also secure such Parent Guarantee on an equal and ratable or priority basis); and
- be effectively subordinated to all liabilities (including all obligations under the Senior Credit Facility, the Senior Secured Bridge Facility, the Existing Senior Secured Notes and the Senior Secured Notes, any Indebtedness permitted to be Incurred under the Indenture by the Issuer or any Restricted Subsidiary) and Disqualified Stock and Preferred Stock of each Subsidiary of the respective Parent Guarantor, including the Issuer and the Subsidiary Guarantors.

Release of the Parent Guarantees

A Parent Guarantee will be released (A) in the case of any Note Guarantee of a Released Entity, pursuant to the Post-Closing Reorganization; provided that (i) such Released Entity is also released or discharged from such Released Entity's Guarantee of Indebtedness of the Issuer and the Subsidiary Guarantors under the Existing Senior Notes or any Pari Passu Indebtedness and (ii) the New Immediate Holdco provides a Guarantee of the Notes on substantially the same terms as the Guarantee provided by Virgin Media prior to the Post-Closing Reorganization and (B) in the case of a Parent Guarantor that is prohibited or restricted by applicable Law from guaranteeing the Notes.

Subsidiary Guarantees

Upon the consummation of the Debt Pushdown, VMIH and VMIL, as Subsidiary Guarantors (the "Subsidiary Guarantors" together with the Parent Guarantors, the "Guarantors"), will, jointly and severally, irrevocably guarantee (the "Subsidiary Guarantees" and, together with the "Parent Guarantees", the "Note Guarantees"), as primary obligors and not merely as sureties, on a senior subordinated basis the full and punctual payment when due, whether at Stated Maturity, by acceleration or otherwise, all payment obligations of the Issuer under the Indenture and the Notes, whether for payment of principal of or interest on or in respect of the Notes, fees, expenses, indemnification or otherwise.

The Subsidiary Guarantees will:

- be an unsecured senior subordinated obligation of the respective Subsidiary Guarantor;
- will rank equally in right of payment with all existing and future Senior Subordinated Indebtedness of the respective Subsidiary Guarantor;
- be subordinated in right of payment to all existing and future Senior Indebtedness of the respective Subsidiary Guarantor, including all obligations under the Senior Liabilities or the High Yield Trustee Direct Claims;
- be senior in right of payment to all existing and future Subordinated Obligations of the respective Subsidiary Guarantor;
- be effectively subordinated to any Secured Indebtedness of the respective Subsidiary Guarantor and its Subsidiaries to the extent of the value of the assets securing such Indebtedness are subordinated; and
- be effectively subordinated to all liabilities (including all obligations under the Senior Liabilities or the High Yield Trustee Direct Claims, Existing Senior Secured Notes, Senior Secured Notes and any Indebtedness permitted to be Incurred under the Indenture by Restricted Subsidiaries of the respective Subsidiary Guarantor) and Disqualified Stock and Preferred Stock of each Subsidiary of the respective Subsidiary Guarantor.

The obligations of a Guarantor under its Guarantee will be limited as necessary to prevent the relevant Guarantee from constituting a fraudulent conveyance under applicable law, or otherwise to reflect limitations under applicable law.

Release of the Subsidiary Guarantees

Subject to the following paragraph, each of the Subsidiary Guarantees, is a continuing guarantee and shall (a) remain in full force and effect until payment in full of all the Guaranteed Obligations, (b) be binding upon each Subsidiary Guarantor and its successors and (c) inure to the benefit of, and be enforceable by, the Trustee, the holders and their successors, transferees and assigns.

Either of the Subsidiary Guarantors will automatically and unconditionally be released from all obligations under its Subsidiary Guarantee, and such Subsidiary Guarantee shall thereupon terminate and be discharged and be of no further force or effect,

(1) concurrently with any sale by way of enforcement by the relevant Security Trustee (as defined in the Intercreditor Deed) of a security interest therein of (x) all of the Capital Stock of such Subsidiary Guarantor or any parent company of such Subsidiary Guarantor or (y) all or substantially all of the assets of such Subsidiary Guarantor, in each case so long as:

(A) the proceeds of such sale are in cash (or substantially in all cash) and are applied in the manner described under "— *Turnover and Application of Proceeds*;"

(B) such Subsidiary Guarantor is released from its obligations in respect of any other Indebtedness of the Issuer and any other Restricted Subsidiary; *provided, however*, that nothing in the Intercreditor Deed shall require the release by such Subsidiary Guarantor or any of its Subsidiaries of any of their obligations in respect of the Senior Liabilities or the High Yield Trustee Direct Claims; and

(C) the sale is made pursuant to either a public auction or a competitive bid process to obtain the best price reasonably obtainable given the then-current condition (financial or otherwise), earnings, business, assets and prospects of such Subsidiary Guarantor and its

Subsidiaries, the Security Trustee having consulted with an internationally recognized investment bank (including without limitation and to the extent appropriate a Senior Lender or a relationship bank of the Issuer or its Subsidiaries) or an internationally recognized accounting firm regarding the appropriate procedures for obtaining the best price for the shares or assets, considered the recommendations of that investment bank or accounting firm and used its reasonable efforts to cause the procedures recommended by that investment bank or accounting firm to be implemented in all material respects in relation to the sale and to permit holders to participate in the sale process as bidders; provided, however, that the Security Trustee shall not be under any further obligation to cause such recommendations to be implemented to the extent not implemented in connection with such sale by the relevant court, authority or other third party required to act in connection with such sale; provided further, that such reasonable efforts will, to the extent permitted by applicable law, include attempting to conduct such sale process other than through a court or legal proceeding;

(2) concurrently with any sale by an administrator under the U.K. Insolvency Act 1986 of (x) all of the Capital Stock of such Subsidiary Guarantor or any parent company of such Subsidiary Guarantor or (y) all or substantially all of the assets of such Subsidiary Guarantor, in each case so long as:

(A) the administrator is an insolvency practitioner whose appointment the Trustee has not objected to (acting reasonably) under the provisions of the U.K. Insolvency Act 1986 relating to the selection of a person or persons to be an/the administrator;

(B) the proceeds of such sale are in cash (or substantially in all cash) and are applied in the manner described under "— *Turnover and Application of Proceeds*;"

(C) such Subsidiary Guarantor is released from its obligations in respect of any other Indebtedness of the Issuer or any other Restricted Subsidiary; provided, however, that nothing in the Intercreditor Deed shall require the release by such Subsidiary Guarantor or any of its Subsidiaries of any of their obligations in respect of the Senior Liabilities or the High Yield Trustee Direct Claims; and

(D) the sale is made pursuant to a public auction or a competitive bid process to obtain the best price reasonably obtainable given the then-current condition (financial or otherwise), earnings, business, assets and prospects of such Subsidiary Guarantor and its Subsidiaries, the administrator having consulted with an internationally recognized investment bank (including without limitation and to the extent appropriate a Senior Lender or a relationship bank of the Issuer or its Subsidiaries) or an internationally recognized accounting firm regarding the appropriate procedures for obtaining the best price for the shares or assets, considered the recommendations of that investment bank or accounting firm and used its reasonable efforts to cause the procedures recommended by that investment bank or accounting firm to be implemented in all material respects in relation to the sale and to permit holders to participate in the sale process as bidders;

(3) with respect to an Additional Subsidiary Guarantee given under the covenant captioned "— *Certain Covenants — Limitation on Issuances of Guarantees of Indebtedness by Restricted Subsidiaries*", upon release of the guarantee that gave rise to the requirement to issue such Additional Subsidiary Guarantee so long as no Event of Default would arise as a result and no other Indebtedness that would give rise to an obligation to give an Additional Subsidiary Guarantee is at that time guaranteed by the relevant Subsidiary Guarantor;

(4) as a result of a transaction permitted by, and in compliance with, the covenant entitled "— *Certain Covenants — Merger and Consolidation*";

(5) as described under "— *Amendments and Waivers*";

(6) upon the legal defeasance, covenant defeasance or satisfaction and discharge of the Notes and the Indenture as provided in "— *Defeasance*" or "— *Satisfaction and Discharge*", in each case in accordance with the terms and conditions of the Indenture; or

(7) upon designation of such Subsidiary Guarantor as an Unrestricted Subsidiary in accordance with the terms of the Indenture, including the covenant described under "— *Certain Covenants — Designation of Restricted and Unrestricted Subsidiaries*."

Upon the presentation of an Officer's Certificate with respect to the occurrence of an event specified in the preceding paragraph, the Trustee will execute any documents reasonably required in order to evidence such release, discharge and termination in respect of such Subsidiary Guarantee.

Neither the Issuer nor the Subsidiary Guarantors will be required to make a notation on the Notes to reflect the Subsidiary Guarantees or any such release, termination or discharge. In the event that a Subsidiary Guarantor is released from its obligations under its Subsidiary Guarantee at a time when the Notes are listed on the Luxembourg Stock Exchange, the Issuer will, to the extent required by the rules of the Luxembourg Stock Exchange, publish notice of the release of the related Subsidiary Guarantee in a daily leading newspaper with general circulation in Luxembourg (which is expected to be the Luxemburger Wort) or on the website of the Luxembourg Stock Exchange (www.bourse.lu) and send a copy of such notice to the Luxembourg Stock Exchange.

Subordination of the Subsidiary Guarantees

General

The Subsidiary Guarantees of the Subsidiary Guarantors are senior subordinated Guarantees, which means that the Subsidiary Guarantees rank behind, and are expressly subordinated to, all the existing and future Senior Indebtedness of the Subsidiary Guarantors, including any obligations owed by the Subsidiary Guarantors in respect of the Senior Credit Facility, the Senior Secured Bridge Facility, the Senior Secured Notes and the Existing Senior Secured Notes. The ability to take enforcement action against the Subsidiary Guarantors under the Subsidiary Guarantees is subject to significant restrictions imposed by the Intercreditor Deed. See "*Risk Factors — Risks relating to the Senior Notes — You may not be able to enforce the senior subordinated guarantees by VMIH and VMIL due to the subordination and restrictions on enforcement of those guarantees*."

Limitations on Paying the Subsidiary Guarantees

The obligations under the Subsidiary Guarantees will not become due and the Subsidiary Guarantors will not be permitted to make any payment in respect of principal of, premium, if any, or interest on the Notes and may not purchase, redeem or otherwise retire any Notes (collectively, "pay the Subsidiary Guarantees") if a Senior Payment Default (as defined in the Intercreditor Deed) occurs unless such Senior Payment Default has been cured or waived and any such acceleration has been rescinded or the Indebtedness under which such Senior Payment Default occurred has been discharged or paid in full in cash. Regardless of the foregoing, the Subsidiary Guarantees will become due and obligations thereunder will be payable if the Subsidiary Guarantors and the Trustee receive prior written consent of the Instructing Group (as defined in the Senior Credit Facility) or the Representative of Designated Senior Indebtedness, as applicable, approving such payment.

Payment Blockage

During the continuance of any Senior Default (as defined in the Intercreditor Deed) (other than a Senior Payment Default), the obligations under the Subsidiary Guarantees will not become due for a period (a "Payment Blockage Period") commencing upon the receipt by the Trustee of written notice (a "Blockage Notice") of such Senior Default from the Instructing Group (as defined in the Senior Credit Facility) or the Representative of Designated Indebtedness (if applicable) under which such Senior Default occurred to effect a Payment Blockage Period and ending 179 days thereafter as described under "*Description of the Intercreditor Deeds — High Yield Intercreditor Deed — Payment Blockage*";

(1) by written notice of the termination of such Blockage Notice to the Trustee and the Issuer from the Person or Persons who gave such Blockage Notice;

(2) because the default giving rise to such Blockage Notice is cured, waived or otherwise no longer continuing;

(3) because the Indebtedness under which such Senior Default occurred has been discharged or repaid in full in cash; or

(4) because of the expiry of any standstill period (as described below) in existence on the date of service of the Blockage Notice.

Standstill on Enforcement

Notwithstanding that a failure by the Issuer to make any payment on the Notes when due would constitute an Event of Default under the Indenture and would enable the Trustee and the holders of the Notes to accelerate the maturity of the Notes, the Subsidiary Guarantees will provide that, prior to the repayment of all obligations in respect of Indebtedness in respect of the Senior Credit Facility and Designated Senior Indebtedness of the Subsidiary Guarantors, the obligations under the Subsidiary Guarantees are not due (and no demand may be made on the Subsidiary Guarantors) until the events described under "*Description of the Intercreditor Deeds — High Yield Intercreditor Deed — Standstill on Enforcement*" have occurred. Therefore, the Trustee may not make a demand under or bring any enforcement action on the Subsidiary Guarantees, including but not limited to the commencement or support of insolvency proceedings with respect to, the Subsidiary Guarantors, until such time.

Subordination on Insolvency

In the event of a liquidation, dissolution, bankruptcy, insolvency or similar proceeding involving the Issuer or any of its Subsidiaries, in general:

- creditors under the Senior Credit Facility and Designated Senior Indebtedness of the Subsidiary Guarantors will be entitled to payment in full of all amounts outstanding under each such Indebtedness, pursuant to the terms of the Intercreditor Deed, before the holders would be entitled to payments under the Subsidiary Guarantees of the Subsidiary Guarantors and, as a result, before the holders of the Notes would ultimately receive any payments on the Notes pursuant to the Subsidiary Guarantees; and
- the holders will be required, pursuant to the terms of the Intercreditor Deed, to turn over any amounts they receive in respect of the Subsidiary Guarantees of the Subsidiary Guarantors to the Security Trustee until all amounts outstanding under the Senior Credit Facility and Designated Senior Indebtedness of the Subsidiary Guarantors is paid in full.

The Security Trustee will be directed to apply such amounts in the manner described under "*Description of the Intercreditor Deeds — High Yield Intercreditor Deed — Turnover and Application of Proceeds*."

Turnover and Application of Proceeds

In the event that, in contravention of the subordination terms described under "*Description of the Intercreditor Deeds — High Yield Intercreditor Deed — Priorities*", a payment is made or recovered by the Trustee or a holder, then the recipient of such payment shall turn over such amount as described under "*Description of the Intercreditor Deeds — High Yield Intercreditor Deed — Priority of Payments*."

Because of the foregoing subordination provisions, the lenders under the Senior Credit Facility and Designated Senior Indebtedness of the Subsidiary Guarantors may recover disproportionately more than the holders of the Notes recover in a bankruptcy or similar proceeding relating to the Subsidiary Guarantors. This could apply even if the Subsidiary Guarantees ranked *pari passu* in right of payment with the other creditors' claims. In such a case, there may be insufficient assets, or no assets, remaining to pay the principal of, premium, if any, or interest on the Notes.

Payment from the money or the proceeds of U.S. Government Obligations or UK Government Obligations held in any defeasance trust pursuant to the provisions described under "— *Defeasance*" will not be subject to the subordination provisions described above.

See "*Risk Factors — Risks relating to the Senior Notes — You may not be able to enforce the senior subordinated guarantee by VMIH and VMIL due to the subordination and restrictions on enforcement of those guarantees*" and "*Description of the Intercreditor Deeds*."

Additional Parent Guarantees

From time to time, a Parent may be designated as an additional Parent Guarantor of the Notes (an "Additional Parent Guarantor") by causing it to execute and deliver to the Trustee a supplemental indenture in the form attached to the Indenture, pursuant to which such Parent will become a Parent Guarantor.

Each Additional Parent Guarantor will, jointly and severally, with the Parent Guarantor and each other Additional Parent Guarantor, irrevocably guarantee (each guarantee, an "Additional Parent Guarantee"), as primary obligor and not merely as surety, on a senior basis the full and punctual payment when due, whether at Stated Maturity, by acceleration or otherwise, of all payment obligations of the Issuer under the Indenture and the Notes, whether for payment of principal of or interest on or in respect of the Notes, fees, expenses, indemnification or otherwise. The obligations of any Additional Parent Guarantor will be contractually limited under its Additional Parent Guarantee to prevent the relevant Additional Parent Guarantee from constituting a fraudulent conveyance under applicable law, or otherwise to reflect limitations under applicable law. Any Additional Parent Guarantee shall be issued on substantially the same terms as the Parent Guarantee. For purposes of the Indenture and this "*Description of the Senior Notes*", references to the Parent Guarantees include references to any Additional Parent Guarantees and references to the Guarantors include references to any Additional Parent Guarantors.

Additional Subsidiary Guarantees

The Issuer may from time to time designate a Restricted Subsidiary as an additional guarantor of the Notes (an "Additional Guarantor") by causing it to execute and deliver to the Trustee a supplemental indenture in the form attached to the Indenture, pursuant to which such Restricted Subsidiary will become a Guarantor. See "*Certain Covenants — Limitation on Issuances of Guarantees of Indebtedness by Restricted Subsidiaries*".

Each Additional Guarantor will, jointly and severally, with the Guarantors and each other Additional Guarantor, irrevocably guarantee (each guarantee, an "Additional Subsidiary Guarantee"), as primary obligor and not merely as surety, on a senior subordinated basis the full and punctual payment when due, whether at Stated Maturity, by acceleration or otherwise, of all payment obligations of the Issuer under the Indenture and the Notes, whether for payment of principal of or interest on or in respect of the Notes, fees, expenses, indemnification or otherwise. The obligations of any Additional Guarantor will be contractually limited under its Additional Subsidiary Guarantee to prevent the relevant Additional Guarantee from constituting a fraudulent conveyance under applicable law, or otherwise to reflect limitations under applicable law. Any Additional Subsidiary Guarantee shall be issued on substantially the same terms as the Subsidiary Guarantees. For purposes of the Indenture and this "*Description of the Senior Notes*", references to the Subsidiary Guarantees include references to any Additional Subsidiary Guarantees and references to the Guarantors include references to any Additional Guarantors.

Release of Additional Subsidiary Guarantees

Any Additional Subsidiary Guarantor will automatically and unconditionally be released from all obligations under its Additional Subsidiary Guarantee, and such Additional Subsidiary Guarantee shall thereupon terminate and be discharged and be of no further force or effect, upon the occurrence of any of the events described in clauses (1) through (7) under "*— Guarantees — Release of the Subsidiary Guarantees*," substituting such Additional Subsidiary Guarantor for the Subsidiary Guarantors where applicable.

Upon the presentation of an Officer's Certificate with respect to the occurrence of an event specified in the preceding paragraph, the Trustee will execute any documents reasonably required in order to evidence such release, discharge and termination in respect of the Additional Subsidiary Guarantee.

Treatment of Business Division Assets

The Indenture permits us to contribute the assets relating to our Virgin Media Business division to a joint venture. See *"— Certain Covenants — Limitation on Restricted Payments*" "*— Certain Covenants — Limitation on Sales of Assets and Subsidiary Stock.*" In such case, the business division assets would no longer be held by the Issuer or any Restricted Subsidiary, and so would not be subject to the covenants contained in the Indenture. As a result, the Issuer may undertake transactions related to these assets (such as selling them or securing debt on them) which will not be subject to the limitations of the covenants, and the Issuer would potentially lose access to all or a portion of the cash flows generated by these assets as well as the value of these assets.

Revenue (including internally generated revenue) and segment contribution for Virgin Media Business, which constitutes our Business segment, for the year ended December 31, 2012, were £670.3 million and £380.8 million, respectively.

Segment contribution, which is operating income before network operating costs, corporate costs, depreciation, amortization, goodwill and intangible asset impairments and restructuring and other charges, is management's measure of segment profit. Segment contribution excludes the impact of certain costs and expenses that are not directly attributable to the reporting segments, such as the costs of operating the network, corporate costs and depreciation and amortization. Restructuring and other charges, and goodwill and intangible asset impairments are excluded from segment contribution as management believes they are not characteristic of our underlying business operations. Assets are reviewed on a consolidated basis and are not allocated to segments for management reporting since the primary asset of the business is the cable network infrastructure, which is shared by Virgin Media's Consumer and Business segments.

Optional Redemption

Optional Redemption on or after , 2018

Except as described below and under "— *Redemption for Taxation Reasons*", the Notes are not redeemable until , 2018. On or after , 2018, the Issuer may redeem all, or from time to time a part, of the Sterling Notes and/or the Dollar Notes upon not less than 10 nor more than 60 days' notice, at the following redemption prices (expressed as a percentage of principal amount) plus accrued and unpaid interest and Additional Amounts, if any, to the applicable redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date), if redeemed during the twelve-month period commencing on of the years set out below:

	Redemption Price	
Year	**Sterling Notes**	**Dollar Notes**
2018	%	%
2019	%	%
2020	%	%
2021 and thereafter	100.000%	100.000%

In each case above, any such redemption and notice may, in the Issuer's discretion, be subject to satisfaction of one or more conditions precedent. For the avoidance of doubt, in each case above, the Issuer may choose to redeem each series of Notes, either together or separately.

Optional Redemption prior to , 2018

At any time prior to , 2018, the Issuer may also redeem all, or from time to time a part, of the Sterling Notes and/or the Dollar Notes upon not less than 10 nor more than 60 days' notice, at a price equal to 100% of the principal amount thereof plus the Applicable Premium as of, and accrued but unpaid interest and Additional Amounts, if any, to, the applicable redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

In each case above, any such redemption and notice may, in the Issuer's discretion, be subject to satisfaction of one or more conditions precedent. For the avoidance of doubt, in each case above, the Issuer may choose to redeem each series of Notes, either together or separately.

If the optional redemption date is on or after an interest record date and on or before the related interest payment date, the accrued and unpaid interest, if any, will be paid to the Person in whose name the Note is registered at the close of business on such record date and no additional interest will be payable to holders whose Notes will be subject to redemption by the Issuer.

Optional Redemption upon Equity Offerings

At any time, or from time to time, prior to , 2016, the Issuer may, at its option, use the Net Cash Proceeds of one or more Equity Offerings (except for sales of Capital Stock of a Parent the proceeds of which are contributed as Subordinated Shareholder Loans) to redeem, upon not less than 10 nor more than 60 days' notice, up to 40% of the principal amount of the Notes issued under the Indenture (including the principal amount of any Additional Notes) at a redemption price of % of the principal amount of the Sterling Notes and % of the principal amount of the Dollar Notes, plus accrued and

unpaid interest and Additional Amounts, if any, to the date of redemption (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date); provided that:

(1) at least 60% of the principal amount of each of the Sterling Notes and the Dollar Notes (which includes Additional Notes, if any) issued under the Indenture remains outstanding immediately after any such redemption; and

(2) the Issuer makes such redemption not more than 90 days after the consummation of any such Equity Offering.

In each case above, any such redemption and notice may, in the Issuer's discretion, be subject to satisfaction of one or more conditions precedent. For the avoidance of doubt, in each case above, the Issuer may choose to redeem each series of Notes, either together or separately.

If the optional redemption date is on or after an interest record date and on or before the related interest payment date, the accrued and unpaid interest, if any, will be paid to the Person in whose name the Note is registered at the close of business on such record date and no additional interest will be payable to holders whose Notes will be subject to redemption by the Issuer.

Selection and Notice

In the case of any partial redemption, selection of the Notes for redemption will be made by the Trustee on a pro rata basis (or, in the case of Notes issued in global form, based on the procedures of the applicable depository) unless otherwise required by law or applicable stock exchange or depositary requirements, although no Sterling Notes of £100,000 or less or Dollar Notes of $200,000 or less can be redeemed in part. The Trustee will not be liable for selections made by it in accordance with this paragraph. If any Note is to be redeemed in part only, the notice of redemption relating to such Note will state the portion of the principal amount thereof to be redeemed. A new Note in principal amount equal to the unredeemed portion thereof will be issued in the name of the holder thereof upon cancellation of the original Note.

For Notes which are represented by Global Notes held on behalf of Euroclear or Clearstream, notices may be given by delivery of the relevant notices to Euroclear or Clearstream for communication to entitled account holders in substitution for the aforesaid mailing.

Redemption for Taxation Reasons

The Issuer may redeem the Notes in whole, but not in part, at any time upon giving not less than 10 nor more than 60 days' notice to the holders of the Notes (which notice will be irrevocable) at a redemption price equal to 100% of the principal amount thereof, together with accrued and unpaid interest, if any, to the date fixed for redemption (a "**Tax Redemption Date**") (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date), and Additional Amounts (as defined below under "— *Withholding Taxes*"), if any, then due and which will become due on the Tax Redemption Date as a result of the redemption or otherwise, if the Issuer determines that, as a result of:

(1) any change in, or amendment to, the law or treaties (or any regulations or rulings promulgated thereunder) of a Relevant Taxing Jurisdiction (as defined below under "— *Withholding Taxes*") affecting taxation; or

(2) any change in position regarding the application, administration or interpretation of such laws, treaties, regulations or rulings (including a holding, judgment or order by a court of competent jurisdiction) (each of the foregoing in clauses (1) and (2), a "Change in Tax Law"),

the Issuer is, or on the next interest payment date in respect of the Notes would be, required to pay more than *de minimis* Additional Amounts, and such obligation cannot be avoided by taking reasonable measures available to it (including, without limitation, by appointing a new or additional paying agent in another jurisdiction). The Change in Tax Law must become effective on or after the date of this Offering Memorandum. In the case of a successor to the Issuer, the Change in Tax Law must become effective after the date that such entity first makes payment on the Notes. Notice of redemption for taxation reasons will be published in accordance with the procedures described in the Indenture as described under "— *Notices*". Notwithstanding the foregoing, no such notice of redemption will be given (a) earlier than 90 days prior to the earliest date on which the Payor would be obliged to make such payment of Additional

Amounts and (b) unless at the time such notice is given, such obligation to pay such Additional Amounts remains in effect. Prior to the publication or mailing of any notice of redemption of the Notes pursuant to the foregoing, the Issuer will deliver to the Trustee (a) an Officers' Certificate stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to its right to so redeem have been satisfied and that it cannot avoid the obligations to pay Additional Amounts by taking reasonable measures available to it; and (b) an opinion of an independent tax counsel reasonably satisfactory to the Trustee to the effect that the circumstances referred to above exist. The Trustee will accept such Officers' Certificate and opinion as sufficient evidence of the existence of satisfaction of the conditions precedent as described above, in which event it will be conclusive and binding on the holders of the Notes.

The foregoing provisions will apply *mutatis mutandis* to any successor to the Issuer after such successor person becomes a party to the Indenture.

Redemption at Maturity

On April 15, 2023, the Issuer will redeem the Notes that have not been previously redeemed or purchased and cancelled at 100% of their principal amount plus accrued and unpaid interest thereon, if any, to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

Withholding Taxes

All payments made by the Issuer, any Guarantor or any successors thereto (a "Payor") on the Notes (including any Note Guarantee for the purposes of this covenant) will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("Taxes") unless the withholding or deduction of such Taxes is then required by law or by the official interpretation or administration thereof. If any deduction or withholding for, or on account of, any Taxes imposed or levied by or on behalf of:

(1) the government of the United Kingdom or any political subdivision or governmental authority thereof or therein having power to tax;

(2) the United States or any political subdivision or governmental authority thereof or therein having power to tax;

(3) any jurisdiction from or through which payment on the Notes is made, or any political subdivision or governmental authority thereof or therein having the power to tax; or

(4) any other jurisdiction in which a Payor is organized or otherwise considered to be a resident for tax purposes, or any political subdivision or governmental authority thereof or therein having the power to tax (each of clause (1), (2), (3) and (4), a "Relevant Taxing Jurisdiction"),

will at any time be required from any payments made with respect to the Notes, including payments of principal, redemption price, interest or premium, the Payor will pay (together with such payments) such additional amounts (the "Additional Amounts") as may be necessary in order that the net amounts received in respect of such payments by each holder of the Notes, as the case may be, after such withholding or deduction (including any such deduction or withholding from such Additional Amounts) equal the amounts which would have been received in respect of such payments in the absence of such withholding or deduction; *provided*, *however*, that no such Additional Amounts will be payable with respect to:

(a) any Taxes that would not have been so imposed but for the existence of any present or former connection between the relevant holder or beneficial owner and the Relevant Taxing Jurisdiction imposing such Taxes (other than the mere ownership or holding of such Note or enforcement of rights thereunder or under the Indenture or the receipt of payments in respect thereof);

(b) any Taxes that would not have been so imposed if the holder had (i) made a declaration of non-residence or any other claim or filing for exemption to which it is entitled (*provided* that (A) such declaration of non-residence or other claim or filing for exemption is required by the applicable law of the Relevant Taxing Jurisdiction as a precondition to exemption from the requirement to deduct or withhold all or a part of any such Taxes and (B) at least 30 days prior to the first payment date with respect to which such declaration of non-residence or other claim or filing for exemption is required under the applicable law of the Relevant Taxing Jurisdiction, the

relevant holder at that time has been notified (in accordance with the procedures set forth in the Indenture) by the Payor or any other person through whom payment may be made that a declaration of non-residence or other claim or filing for exemption is required to be made) or (ii) provided an Internal Revenue Service Form W-9 or applicable Internal Revenue Service Form W-8 (together with any required attachments and including any successor forms);

(c) any Taxes imposed by reason of such holder's past or present status as the actual or constructive owner of 10% or more of the total combined voting power of all classes of stock of the Issuer entitled to vote;

(d) any Taxes imposed on a holder by reason of its past or present status as a bank that acquired the Notes in consideration for an extension made pursuant to a loan agreement entered into in the ordinary course of its trade or business;

(e) any Note presented for payment (where presentation is required) more than 30 days after the relevant payment is first made available for payment to the holder (except to the extent that the holder would have been entitled to Additional Amounts had the Note been presented during such 30-day period);

(f) any Taxes that are payable otherwise than by withholding from a payment of the principal of, premium, if any, or interest on the Notes;

(g) any estate, inheritance, gift, sale, transfer, personal property or similar tax, assessment or other governmental charge;

(h) any withholding or deduction imposed on a payment to an individual and required to be made pursuant to the European Council Directive 2003/48/EC or any other directive implementing the conclusions of the ECOFIN meeting of November 26-27, 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such directive;

(i) any Taxes which could have been avoided by the presentation (where presentation is required) of the relevant Note to another Paying Agent in a member state of the European Union;

(j) all United States backup withholding taxes;

(k) any withholding or deduction imposed pursuant to (a) Sections 1471 through 1474 of the United States Internal Revenue Code of 1986 (as amended), as of the date of the indenture (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof, (b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the United States and any other jurisdiction, which (in either case) facilitates the implementation of (a) above or (c) any agreement pursuant to the implementation of (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction; or

(l) any combination of items (a) through (k) above.

Such Additional Amounts will also not be payable where, had the beneficial owner of the Note been the holder of the Note, it would not have been entitled to payment of Additional Amounts by reason of any of clauses (a) to (l) inclusive above.

The Payor will (i) make any required withholding or deduction and (ii) remit the full amount deducted or withheld to the Relevant Taxing Jurisdiction in accordance with applicable law. The Payor will use all reasonable efforts to obtain certified copies of tax receipts evidencing the payment of any Taxes so deducted or withheld from each Relevant Taxing Jurisdiction imposing such Taxes and will provide such certified copies (or, if certified copies are not available despite reasonable efforts of the Payor, other evidence of payment reasonably satisfactory to the Trustee) to each holder. The Payor will attach to each certified copy (or other evidence) a certificate stating (x) that the amount of withholding Taxes evidenced by the certified copy was paid in connection with payments in respect of the principal amount of Notes then outstanding and (y) the amount of such withholding Taxes paid per £1,000 or $1,000 principal amount of the Notes, as the case may be. Copies of such documentation will be available for inspection during ordinary business hours at the office of the Trustee by the holders of the Notes upon request and will be made available at the offices of the Paying Agent if the Notes are then listed on the Luxembourg Stock Exchange.

At least 30 days prior to each date on which any payment under or with respect to the Notes is due and payable (unless such obligation to pay Additional Amounts arises shortly before or after the 30th day prior to such date, in which case it shall be promptly thereafter), if the Payor will be obligated to pay Additional Amounts with respect to such payment, the Payor will deliver to the Trustee an Officers' Certificate stating the fact that such Additional Amounts will be payable, the amounts so payable and will set forth such other information necessary to enable the Trustee to pay such Additional Amounts to holders on the payment date. Each such Officers' Certificate shall be relied upon until receipt of a further Officers' Certificate addressing such matters. The Trustee shall be entitled to rely solely on each such Officers' Certificate as conclusive proof that such payments are necessary.

Wherever mentioned in the Indenture, the Notes or this Description of the Senior Notes, in any context: (1) the payment of principal, (2) purchase prices in connection with a purchase of Notes, (3) interest, or (4) any other amount payable on or with respect to the Notes, such reference shall be deemed to include payment of Additional Amounts as described under this heading to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

The Payor will pay any present or future stamp, court or documentary taxes or any other excise or property taxes, charges or similar levies which arise in any jurisdiction from the execution, delivery or registration of any Notes or any other document or instrument referred to therein (other than a transfer of the Notes), or the receipt of any payments with respect to the Notes, excluding any such taxes, charges or similar levies imposed by any jurisdiction that is not a Relevant Taxing Jurisdiction or any jurisdiction in which a Paying Agent is located, other than those resulting from, or required to be paid in connection with, the enforcement of the Notes, the Security or any other such document or instrument following the occurrence of any Event of Default with respect to the Notes.

The foregoing obligations will survive any termination, defeasance or discharge of the Indenture and will apply *mutatis mutandis* to any jurisdiction in which any successor to a Payor is organized or any political subdivision or taxing authority or agency thereof or therein.

Certain Covenants

Other than the covenant below under the caption "*— Limitation on Activities of Newco Prior to the Debt Pushdown*" and " *— Completion of the Debt Pushdown*", the following covenants will not be applicable until the Debt Pushdown Date.

Limitation on Activities of Newco Prior to the Debt Pushdown

Notwithstanding any other provision of the Indenture, prior to the consummation of the Debt Pushdown:

(1) Newco will not engage in any business activity or undertake any other activity, except any activity: (a) relating to the offering, sale, or issuance of the Notes, lending or otherwise advancing or transferring the proceeds thereof to VM FinanceCo in connection with the Debt Pushdown, the Related Transactions, and any other activities in connection with the foregoing, including entering into Hedging Obligations in respect of the Notes (b) undertaken with the purpose of, and directly related to, fulfilling any other obligations under the Indenture (including for the avoidance of doubt, any repurchase or purchase, repayment, redemption, prepayment of Indebtedness, in each case, as permitted by the Indenture), the Senior Notes Escrow Agreement and any other document relating to the Notes (including Hedging Obligations in respect thereof) or relating to the Merger Agreement, (c) undertaken with the purpose of, and directly related to, fulfilling any obligation under the Merger Agreement or facilitating the transactions contemplated thereby including, without limitation, in connection with the release and retake of the Newco Share Pledge in accordance with the Indenture or (d) directly related or reasonably incidental to the establishment and/or maintenance of Newco's corporate existence;

(2) Newco shall not Incur any liabilities other than liabilities related to the Notes issued on the Issue Date, the Indenture and the Senior Notes Escrow Agreement;

(3) Newco shall not transfer or assign any of its assets except pursuant to the Senior Notes Escrow Agreement, or in connection with the Debt Pushdown;

(4) Newco shall not create, Incur or suffer to exist any Lien on any of its assets except pursuant to the Senior Notes Escrow Agreement or in connection with the Debt Pushdown;

(5) Newco shall not take or omit to take any action that would have the result of impairing the Liens created by the Newco Share Pledge and the Senior Notes Escrowed Property (it being understood that (a) any release of the Newco Share Pledge in connection with any transfer of the shares of Newco to another Subsidiary of LGI in contemplation of the Debt Pushdown shall under no circumstances be deemed to materially impair any Lien created by the Newco Share Pledge, provided that such release is followed by the substantially concurrent grant of a new pledge by the direct Parent of Newco having at least equivalent priority over of the shares of Newco until such Lien is unconditionally released and discharged on completion of the Debt Pushdown as provided for in "*— Ranking of the Notes and Security Prior to the Debt Pushdown — Security — Newco Share Pledge"* and (b) any partial release of the Lien created by the Senior Notes Escrow Agreement in connection with the Initial Release shall under no circumstances be deemed to materially impair any Lien created by the Senior Secured Notes Escrow Agreement); and

(6) for so long as any Notes are outstanding, Newco shall not commence or take any action or facilitate a winding-up, liquidation or other analogous proceeding in respect of Newco.

For the avoidance of doubt, following consummation of the Debt Pushdown, the foregoing covenant will be of no further force or effect.

Completion of Debt Pushdown

To the extent the Debt Pushdown has not been completed upon consummation of the Merger, each of Newco, VM Secured Finance, VM FinanceCo and the Guarantors shall take all necessary actions so that the Debt Pushdown shall be fully completed as soon as reasonably practicable after consummation of the Merger and in any event within 30 Business Days of completion of the Merger.

Upon completion of the Debt Pushdown, the Issuer shall provide the Trustee legal opinions from legal counsel as to such matters with respect to the Debt Pushdown as provided for in a form of opinion attached as an exhibit to the Senior Notes Escrow Agreement.

Change of Control

If a Change of Control shall occur at any time on or after the Merger Date, the Issuer shall, pursuant to the procedures described below and in the Indenture, offer (the "Change of Control Offer") to purchase all Notes in whole or in part in denominations of £100,000 and in integral multiples of £1,000 in excess thereof, in the case of the Sterling Notes and in denominations of $200,000 and in integral multiples of $1,000 in excess thereof, in the case of the Dollar Notes, at a purchase price (the "Change of Control Purchase Price") in cash in an amount equal to 101% of the principal amount of such Notes, plus any Additional Amounts and accrued and unpaid interest, if any, to the date of purchase (the "Change of Control Purchase Date") (subject to the rights of holders of record on relevant record dates to receive interest due on an interest payment date); provided, however, that the Issuer shall not be obliged to repurchase Notes as described under this subsection "*— Change of Control*" in the event and to the extent that it has unconditionally exercised its right to redeem all of the Notes as described under "*— Optional Redemption*" or all conditions to such redemption have been satisfied or waived. No such purchase in part shall reduce the principal amount at maturity of the Notes held by any holder to below £100,000, in the case of the Sterling Notes and $200,000, in the case of the Dollar Notes.

Unless the Issuer has unconditionally exercised its right to redeem all the Notes as described under "*— Optional Redemption*" or all conditions to such redemption have been satisfied or waived, within 30 days of any Change of Control, or, at the Issuer's option, at any time prior to a Change of Control following the public announcement thereof or if a definitive agreement is in place for the Change of Control, the Issuer shall notify the Trustee thereof and give written notice of such Change of Control to each holder of Notes by first-class mail, postage prepaid, at such holder's address appearing in the security register, stating, among other things:

- that a Change of Control has occurred and the date of such event;
- the circumstances and relevant facts regarding such Change of Control (including, but not limited to, applicable information with respect to *pro forma* historical income, cash flow and capitalization after giving effect to the Change of Control);

- the purchase price and the purchase date which shall be fixed by the Issuer on a Business Day no earlier than 10 days nor later than 60 days from the date such notice is mailed, or such later date as is necessary to comply with requirements under the Exchange Act;
- that any Note not tendered will continue to accrue interest and unless the Issuer defaults in payment of the Change of Control Purchase Price, any Notes accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest after the Change of Control Purchase Date; and
- certain other procedures that a holder of Notes must follow to accept a Change of Control Offer or to withdraw such acceptance.

The Issuer shall cause to be published the notice described above in a leading newspaper having a general circulation in London (which is expected to be the *Financial Times*) or through the newswire service of Bloomberg (or if Bloomberg does not then operate, any similar agency). In addition, if and for so long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted for trading on the Euro MTF Market and the rules of the Luxembourg Stock Exchange so require, the Issuer will publish a public announcement with respect to the results of any Change of Control Offer in a leading newspaper of general circulation in Luxembourg or, to the extent and in the manner permitted by such rules, post such notice on the official website of the Luxembourg Stock Exchange. The ability of the Issuer to repurchase Notes pursuant to a Change of Control Offer may be limited by a number of factors. See "*Risk Factors — Risks Relating to the Senior Secured Notes and Senior Notes — We may not be able to obtain the funds required to repurchase the Senior Secured Notes and the Senior Notes upon a change of control*".

The Trustee will promptly authenticate and deliver a new note or notes equal in principal amount to any unpurchased portion of Notes surrendered, if any, to the holder of Notes in global form or to each holder of certificated notes; *provided* that each such new note will be in a principal amount of £100,000 or $200,000 and in integral multiples of £1,000 or $1,000 in excess thereof. The Issuer will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Purchase Date.

The Issuer will not be required to make a Change of Control Offer following a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Issuer and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

The term "all or substantially all" as used in the definition of "Change of Control" has not been interpreted under New York law (which is the governing law of the Indenture) to represent a specific quantitative test. As a consequence, in the event the holders of the Notes elect to exercise their rights under the Indenture and the Issuer elects to contest such election, there could be no assurance as to how a court interpreting New York law would interpret the phrase.

The provisions of the Indenture will not afford holders of the Notes the right to require the Issuer to repurchase the Notes in the event of a highly leveraged transaction, certain transactions with the Issuer's management or their Affiliates or certain other sale transactions, including a reorganization, restructuring, merger or similar transaction (including, in certain circumstances, an acquisition of the Issuer by management or its affiliates) involving the Issuer that may adversely affect holders of the Notes, if such transaction is not a transaction defined as a Change of Control.

The provisions under the Indenture related to the Issuer's obligation to make an offer to repurchase the Notes as a result of a Change of Control may be waived or modified with the written consent of the holders of a majority in principal amount of the Notes prior to the occurrence of a Change of Control.

The Issuer will comply with the applicable tender offer rules, including Rule 14e-1 under the Exchange Act, and any other applicable securities laws or regulations in connection with a Change of Control Offer. To the extent that the provisions of any applicable securities laws or regulations conflict with the provisions of this covenant (other than the obligation to make an offer pursuant to this covenant), the Issuer will comply with the securities laws and regulations and will not be deemed to have breached its obligations described in this covenant by virtue thereof.

Limitation on Indebtedness

The Issuer will not, and will not permit any of the Restricted Subsidiaries to, Incur any Indebtedness (including Acquired Indebtedness); *provided*, *however*:

(1) any Restricted Subsidiary (other than the Issuer) may Incur Indebtedness (including Acquired Indebtedness) if on the date of such Incurrence and after giving effect thereto on a *pro forma* basis the Consolidated Leverage Ratio for the Restricted Subsidiaries (other than the Issuer) would not exceed 4.00 to 1.00; and

(2) the Issuer may Incur Pari Passu Indebtedness (including Acquired Indebtedness constituting Pari Passu Indebtedness) if on the date of such Incurrence and after giving effect thereto on a pro forma basis the Consolidated Leverage Ratio for the Issuer and the Restricted Subsidiaries would not exceed 5.00 to 1.00.

The first paragraph of this covenant will not prohibit the Incurrence of the following Indebtedness:

(1) Indebtedness of the Issuer and any of the Restricted Subsidiaries under Credit Facilities in the aggregate principal amount at any one time outstanding not to exceed an amount equal to £3,500 million, plus, in the case of any refinancing of any Indebtedness permitted under this clause (1) or any portion thereof, the aggregate amount of fees, underwriting discounts, premiums and other costs and expenses Incurred in connection with such refinancing;

(2) Indebtedness of the Issuer owing to and held by any Restricted Subsidiary (other than a Receivables Entity) or Indebtedness of a Restricted Subsidiary owing to and held by the Issuer or any Restricted Subsidiary (other than a Receivables Entity); *provided*, *however*, that:

(a) any subsequent issuance or transfer of Capital Stock or any other event which results in any such Indebtedness being beneficially held by a Person other than the Issuer or a Restricted Subsidiary (other than a Receivables Entity); and

(b) any sale or other transfer of any such Indebtedness to a Person other than the Issuer or a Restricted Subsidiary (other than a Receivables Entity),

shall be deemed, in each case, to constitute an Incurrence of such Indebtedness by the Issuer or such Restricted Subsidiary, as the case may be; provided, further, that, if a Subsidiary that is not the Issuer or a Subsidiary Guarantor owns or holds such Indebtedness and the Issuer is the obligor on such Indebtedness, such Indebtedness is expressly subordinated to the prior payment in full in cash of all obligations of the Issuer with respect to the Notes;

(3) (a) Indebtedness of the Issuer represented by the Notes (other than any Additional Notes issued after the Issue Date) and (b) Indebtedness of the Guarantors represented by the Note Guarantees;

(4) any Indebtedness (other than the Indebtedness described in clauses (1), (2) and (3)) outstanding on the Issue Date; provided that any Indebtedness outstanding on the Issue Date under the Existing Credit Facility will be repaid in full upon completion of the Debt Pushdown;

(5) any Refinancing Indebtedness Incurred in respect of any Indebtedness described in clause (3), clause (4), this clause (5), clause (6) or clause (15) or Incurred pursuant to the first paragraph of this covenant;

(6) Indebtedness of the Issuer or a Restricted Subsidiary (i) Incurred and outstanding on the date on which such Restricted Subsidiary was acquired by the Issuer or is merged, consolidated, amalgamated or otherwise combined with (including pursuant to any acquisition of assets and assumption of related liabilities) the Issuer or any Restricted Subsidiary or (ii) Incurred to provide all or a portion of the funds utilized to consummate the transaction or series of related transactions pursuant to which such Person became a Restricted Subsidiary or was otherwise acquired by the Issuer or a Restricted Subsidiary; *provided*, *however*, that with respect to this clause (6), immediately following the consummation of the acquisition of such Restricted Subsidiary by the Issuer or such other transaction, (x) the Issuer and Restricted Subsidiaries would have been able to Incur £1.00 of additional Indebtedness pursuant to the first paragraph of this covenant after giving pro forma effect to the relevant acquisition or other transaction and the Incurrence of such Indebtedness pursuant to this clause (6) or (y) the Consolidated Leverage

Ratio of the Issuer would not be greater than immediately prior to such acquisition or such other transaction;

(7) Indebtedness under Currency Agreements and Interest Rate Agreements entered into for *bona fide* hedging purposes of the Issuer or the Restricted Subsidiaries and not for speculative purposes (as determined in good faith by the Board of Directors or senior management of the Issuer);

(8) Indebtedness Incurred after the Issue Date consisting of (A) Capitalized Lease Obligations, mortgage financings, Purchase Money Obligations or other financings, Incurred for the purpose of financing all or any part of the purchase price or cost of design, construction, installation or improvement of property used or useful in the business of the Issuer or such Restricted Subsidiary or (B) Indebtedness otherwise Incurred to finance the purchase, lease, rental or cost of design, construction, installation or improvement of property (real or personal) or equipment that is used or useful in the business of the Issuer or such Restricted Subsidiary, whether through the direct purchase of assets or the Capital Stock of any Person owning such assets, and any Refinancing Indebtedness which refinances, replaces or refunds such Indebtedness, in an aggregate outstanding principal amount which, when taken together with the principal amount of all other Indebtedness Incurred pursuant to this clause (8) will not exceed the greater of (i) £200.0 million and (ii) 2.75% of Total Assets at any time outstanding so long as such Indebtedness exists on the date of such purchase, design, construction, installation or improvement, or is created within 270 days thereafter;

(9) Indebtedness in respect of (a) workers' compensation claims, self-insurance obligations, performance, bid, indemnity, surety, judgment, appeal, advance payment, customs, VAT or other tax or other guarantees or other similar bonds, instruments or obligations and completion guarantees and warranties provided by the Issuer or a Restricted Subsidiary or relating to liabilities, obligations or guarantees Incurred in the ordinary course of business, (b) letters of credit, bankers' acceptances, guarantees or other similar instruments or obligations issued or relating to liabilities or obligations Incurred in the ordinary course of business, (c) the financing of insurance premiums in the ordinary course of business and (d) any customary cash management, cash pooling or netting or setting off arrangements in the ordinary course of business;

(10) Indebtedness arising from agreements of the Issuer or a Restricted Subsidiary providing for indemnification, obligations in respect of earn-outs or adjustment of purchase price or similar obligations, in each case, Incurred or assumed in connection with the disposition of any business, assets or Capital Stock of a Restricted Subsidiary, *provided* that the maximum aggregate liability in respect of all such Indebtedness shall at no time exceed the gross proceeds (including the fair market value of non-cash proceeds) actually received by the Issuer and the Restricted Subsidiaries in connection with such disposition;

(11) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business, *provided*, *however*, that such Indebtedness is extinguished within thirty Business Days of Incurrence;

(12) guarantees by the Issuer or any Guarantor of Indebtedness or any other obligation or liability of the Issuer or any Restricted Subsidiary (other than of any Indebtedness Incurred by the Issuer or Restricted Subsidiary in violation of this covenant); *provided, however*, that if the Indebtedness being guaranteed is subordinated in right of payment to the Notes or any Note Guarantee, then such guarantee shall be subordinated substantially to the same extent as the relevant Indebtedness guaranteed;

(13) Indebtedness of the Issuer and the Restricted Subsidiaries in any Qualified Receivables Transaction;

(14) Subordinated Shareholder Loans Incurred by the Issuer;

(15) [Reserved];

(16) Indebtedness of the Issuer or any Restricted Subsidiary in an aggregate outstanding principal amount which, when taken together with any Refinancing Indebtedness in respect thereof and the principal amount of all other Indebtedness Incurred pursuant to this clause (16) and then

outstanding, will not exceed 100% of the Net Cash Proceeds received by the Issuer from the issuance or sale (other than to the Issuer or a Restricted Subsidiary) of its Capital Stock or otherwise contributed to the equity of the Issuer, in each case, subsequent to the Issue Date (and in each case, other than through the issuance of Disqualified Stock, Preferred Stock, an Excluded Contribution or in connection with the Debt Pushdown); provided, however, that (i) any such Net Cash Proceeds that are so received or contributed shall be excluded for purposes of making Restricted Payments under clauses 4(c)(ii) and 4(c)(iii) of the first paragraph and clause (1) of the third paragraph of the covenant described below under "— *Limitation on Restricted Payments*" to the extent the Issuer or any Restricted Subsidiary Incurs Indebtedness in reliance thereon and (ii) any Net Cash Proceeds that are so received or contributed shall be excluded for purposes of Incurring Indebtedness pursuant to this clause (16) to the extent the Issuer or any Restricted Subsidiary makes a Restricted Payment under clauses 4(c)(ii) and 4(c)(iii) of the first paragraph and clauses (1) of the third paragraph of the covenant described below under "— *Limitation on Restricted Payments*" in reliance thereon;

(17) Indebtedness of the Issuer, the Issuer or any other Restricted Subsidiary relating to any VAT liabilities or deferral of PAYE taxes with the agreement of the U.K. HM Revenue and Customs (including Guarantees by a Restricted Subsidiary in favor of the U.K. HM Revenue and Customs in connection with the U.K. tax liability of the Issuer or any Restricted Subsidiary (including, without limitation, any VAT liabilities));

(18) in addition to the items referred to in clauses (1) through (17) above, Indebtedness of the Issuer and any of the Restricted Subsidiaries in an aggregate outstanding principal amount which, when taken together with the principal amount of all other Indebtedness Incurred pursuant to this clause (17) and then outstanding, will not exceed the greater of (i) £300.0 million and (ii) 3.0% of Total Assets at any time outstanding; and

(19) any Indebtedness of the Issuer and any Restricted Subsidiary Incurred after the Issue Date and before the Merger Date to the extent such Indebtedness is permitted under the Merger Agreement in effect as of the Issue Date.

For purposes of determining compliance with, and the outstanding principal amount of any particular Indebtedness Incurred pursuant to and in compliance with, this covenant:

(1) in the event that Indebtedness meets the criteria of more than one of the types of Indebtedness described in the first and second paragraphs of this covenant, the Issuer, in its sole discretion, will classify and, from time to time, may reclassify such Indebtedness, in any manner that complies with this covenant and such item of Indebtedness will be treated as having been Incurred pursuant to only one of such clauses of the second paragraph of this covenant or pursuant to the first paragraph of this covenant;

(2) any Indebtedness under the Senior Credit Facility and the Senior Secured Bridge Facility outstanding on the Debt Pushdown Date will be deemed to have been Incurred under clause (1) of the second paragraph of this covenant on such date and may not be reclassified;

(3) guarantees of, or obligations in respect of letters of credit relating to, Indebtedness which is otherwise included in the determination of a particular amount of Indebtedness shall not be included;

(4) if obligations in respect of letters of credit are Incurred pursuant to any Credit Facility and are being treated as Incurred pursuant to clause (1) of the second paragraph above and the letters of credit relate to other Indebtedness, then such other Indebtedness shall not be included;

(5) the principal amount of any Disqualified Stock of the Issuer, or Preferred Stock of a Restricted Subsidiary, will be equal to the greater of the maximum mandatory redemption or repurchase price (not including, in either case, any redemption or repurchase premium) or the liquidation preference thereof;

(6) Indebtedness permitted by this covenant need not be permitted solely by reference to one provision permitting such Indebtedness but may be permitted in part by one such provision and in part by one or more other provisions of this covenant permitting such Indebtedness; and

(7) the amount of Indebtedness issued at a price that is less than the principal amount thereof will be equal to the amount of the liability in respect thereof determined in accordance with GAAP.

Accrual of interest, accrual of dividends, the accretion of accreted value, the accretion or amortization of original issue discount, the payment of interest or dividends in the form of additional Indebtedness, Preferred Stock or Disqualified Stock and increases in the amount of Indebtedness due to a change in accounting principles will not be deemed to be an Incurrence of Indebtedness for purposes of this covenant. The amount of any Indebtedness outstanding as of any date shall be (i) the accreted value thereof in the case of any Indebtedness issued with original issue discount and (ii) the principal amount or liquidation preference thereof, together with any interest thereon that is more than 30 days past due, in the case of any other Indebtedness.

In addition, the Issuer will not permit any of its Unrestricted Subsidiaries to Incur any Indebtedness or issue any shares of Disqualified Stock, other than Non-Recourse Debt. If at any time an Unrestricted Subsidiary becomes a Restricted Subsidiary, any Indebtedness of such Subsidiary shall be deemed to be Incurred by a Restricted Subsidiary of the Issuer as of such date (and, if such Indebtedness is not permitted to be Incurred as of such date under this "— *Limitation on Indebtedness*" covenant, the Issuer shall be in Default of this covenant).

For purposes of determining compliance with any sterling-denominated restriction on the Incurrence of Indebtedness, the Sterling Equivalent principal amount of Indebtedness denominated in a foreign currency shall be (1) calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was Incurred, in the case of term Indebtedness, or first committed, in the case of revolving credit Indebtedness; provided that if such Indebtedness is Incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable sterling-dominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such sterling-dominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced and (2) if and for so long as any such Indebtedness is subject to an agreement intended to protect against fluctuations in currency exchange rates with respect to the currency in which such Indebtedness is denominated covering principal and interest on such Indebtedness, the swapped rate of such Indebtedness as of the date of the applicable swap. Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that the Issuer and the Restricted Subsidiaries may Incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in the exchange rate of currencies. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such Refinancing Indebtedness is denominated that is in effect on the date of such refinancing.

Limitation on Restricted Payments

The Issuer will not, and will not permit any of the Restricted Subsidiaries, directly or indirectly:

(1) to declare or pay any dividend or make any distribution on or in respect of its Capital Stock (including any payment in connection with any merger or consolidation involving the Issuer or any of the Restricted Subsidiaries) except:

  (a) dividends or distributions payable in Capital Stock of the Issuer (other than Disqualified Stock) or Subordinated Shareholder Loans; and

  (b) dividends or distributions payable to the Issuer or a Restricted Subsidiary (and if such Restricted Subsidiary is not a Wholly Owned Subsidiary of the Issuer, to its other holders of common Capital Stock on a pro rata basis);

(2) to purchase, redeem, retire or otherwise acquire for value any Capital Stock of the Issuer or any Parent of the Issuer or any Affiliate Guarantor held by Persons other than the Issuer or a Restricted Subsidiary;

(3) to purchase, repurchase, redeem, defease or otherwise acquire or retire for value, prior to scheduled maturity, scheduled repayment or scheduled sinking fund payment, any Subordinated Obligations (other than (x) the purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Obligations purchased in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of purchase, repurchase, redemption, defeasance or other acquisition or retirement or (y) Indebtedness permitted under clause (2) of the second paragraph under the covenant described under "— *Limitation on Indebtedness*"); or

(4) to make any Restricted Investment in any Person;

(any such dividend, distribution, purchase, redemption, repurchase, defeasance, other acquisition, retirement or Restricted Investment referred to in clauses (1) through (4) is referred to herein as a "Restricted Payment"), if at the time the Issuer or such Restricted Subsidiary makes such Restricted Payment:

(a) a Default shall have occurred and be continuing (or would result therefrom); or

(b) the Issuer and the Restricted Subsidiaries are not able to Incur an additional £1.00 of Indebtedness pursuant to the first paragraph under the covenant described under "— *Limitation on Indebtedness*", after giving effect, on a *pro forma* basis, to such Restricted Payment; or

(c) the aggregate amount of such Restricted Payment and all other Restricted Payments (the amount so expended, if other than in cash, to be determined in good faith by the Board of Directors or senior management of the Issuer) declared or made subsequent to July 25, 2006 and not returned or rescinded would exceed the sum of:

(i) 50% of Consolidated Net Income for the period (treated as one accounting period) from the beginning of the first fiscal quarter commencing after July 25, 2006 to the end of the most recent fiscal quarter ending prior to the date of such Restricted Payment for which financial statements are available (or, in case such Consolidated Net Income is a deficit, minus 100% of such deficit);

(ii) 100% of the aggregate Net Cash Proceeds and the fair market value, as determined in good faith by the Board of Directors or senior management of the Issuer, of marketable securities, or other property or assets, received by the Issuer from the issue or sale of its Capital Stock (other than Disqualified Stock) or Subordinated Shareholder Loans or other capital contributions subsequent to July 25, 2006 (other than (x) Net Cash Proceeds received from an issuance or sale of such Capital Stock to the Issuer or a Restricted Subsidiary or an employee stock ownership plan, option plan or similar trust to the extent such sale to an employee stock ownership plan or similar trust is financed by loans from or guaranteed by the Issuer or any Restricted Subsidiary unless such loans have been repaid with cash on or prior to the date of determination, (y) Excluded Contributions or (z) other capital contributions received in connection with the Debt Pushdown);

(iii) 100% of the aggregate Net Cash Proceeds and the fair market value, as determined in good faith by the Board of Directors or senior management of the Issuer, of marketable securities, or other property or assets, received by the Issuer or any Restricted Subsidiary from the issuance or sale (other than to the Issuer or a Restricted Subsidiary) by the Issuer or any Restricted Subsidiary subsequent to July 25, 2006 of any Indebtedness that has been converted into or exchanged for Capital Stock of the Issuer (other than Disqualified Stock) or Subordinated Shareholder Loans;

(iv) the amount equal to the net reduction in Restricted Investments made by the Issuer or any of the Restricted Subsidiaries subsequent to July 25, 2006 resulting from:

(A) repurchases, redemptions or other acquisitions or retirements of any such Restricted Investment, proceeds realized upon the sale or other disposition to a Person other than the Issuer or a Restricted Subsidiary of any such Restricted Investment, repayments of loans or advances or other transfers of assets (including by way of dividend, distribution, interest payments or returns of capital) to the Issuer or any Restricted Subsidiary; or

(B) the redesignation of Unrestricted Subsidiaries as Restricted Subsidiaries (valued, in each case, as provided in the definition of "Investment") not to exceed, in the case of any Unrestricted Subsidiary, the amount of Investments previously made by the Issuer or any Restricted Subsidiary in such Unrestricted Subsidiary,

which amount in each case under this clause (iv) was included in the calculation of the amount of Restricted Payments; *provided*, *however*, that no amount will be included in

Consolidated Net Income for the purposes of the preceding clause (i) to the extent that it is (at the Company's option) included under this clause (iv);

(v) without duplication of amounts included in clause (iv) the amount by which Indebtedness of the Issuer is reduced on the Issuer's Consolidated balance sheet upon the conversion or exchange of any Indebtedness of the Company issued after July 25, 2006, which is convertible or exchangeable for Capital Stock (other than Disqualified Stock) of the Issuer issued to Persons not including the Issuer (less the amount of any cash or the Fair Market Value of other property or assets distributed by the Issuer upon such conversion or exchange); and

(vi) 100% of the Net Cash Proceeds and the fair market value (as determined in accordance with the next succeeding paragraph) of marketable securities, or other property or assets, received by the Issuer or any of the Restricted Subsidiaries in connection with: (A) the sale or other disposition (other than to the Issuer or a Restricted Subsidiary or an employee stock ownership plan or trust established by the Issuer or any Subsidiary of the Issuer for the benefit of its employees to the extent funded by the Issuer or any Restricted Subsidiary) of Capital Stock of an Unrestricted Subsidiary; and (B) any dividend or distribution made by an Unrestricted Subsidiary to the Issuer or a Restricted Subsidiary; provided, however, that no amount will be included in Consolidated Net Income for the purposes of the preceding clause (i) to the extent that it is (at the Issuer's option) included under this clause (vi).

For purposes of calculating the aggregate amount of Restricted Payments under clause 4(c) above declared or made subsequent to July 25, 2006 and prior to the date of the Indenture, any Restricted Payment which was not included in the calculation of the amount of Restricted Payments under Section 4.07(a)(C) of the 2006 Indenture shall also not be included in such calculation under clause 4(c) above.

The fair market value of property or assets other than cash covered by the preceding sentence shall be the fair market value thereof as determined in good faith by the Board of Directors or senior management of the Issuer.

The provisions of the preceding paragraph will not prohibit:

(1) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Capital Stock, Disqualified Stock, Subordinated Shareholder Loans or Subordinated Obligations of the Issuer made by exchange (including any such exchange pursuant to the exercise of a conversion right or privilege in connection with which cash is paid in lieu of the issuance of fractional shares) for, or out of the proceeds of the sale within 90 days of, Capital Stock of the Issuer (other than Disqualified Stock or Capital Stock issued or sold to a Subsidiary or an employee stock ownership plan or similar trust to the extent such sale to an employee stock ownership plan or similar trust is financed by loans from or guaranteed by the Issuer or any Restricted Subsidiary unless such loans have been repaid with cash on or prior to the date of determination), Subordinated Shareholder Loans or a substantially concurrent capital contribution to the Issuer (other than in connection with the Debt Pushdown); *provided*, *however*, that (a) such purchase, repurchase, redemption, defeasance, acquisition or retirement will be excluded in subsequent calculations of the amount of Restricted Payments and (b) the Net Cash Proceeds from such sale or issuance of Capital Stock or Subordinated Shareholder Loans or from such capital contribution will be excluded from clause (c)(ii) of the preceding paragraph;

(2) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Obligations of the Issuer or a Restricted Subsidiary made by exchange for, or out of the proceeds of the substantially concurrent sale of, Subordinated Obligations of the Issuer or such Restricted Subsidiary that is permitted to be Incurred pursuant to the covenant described under "— *Limitation on Indebtedness*" and that in each case constitutes Refinancing Indebtedness; *provided*, *however*, that such purchase, repurchase, redemption, defeasance, acquisition or retirement will be excluded in subsequent calculations of the amount of Restricted Payments;

(3) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Disqualified Stock of the Company or a Restricted Subsidiary made by exchange for, or out of the proceeds of the sale within 90 days of, Disqualified Stock of the Issuer or such Restricted

Subsidiary, as the case may be, that, in each case, is permitted to be Incurred pursuant to the covenant described under "— *Limitation on Indebtedness*" and that in each case constitutes Refinancing Indebtedness; *provided*, *however*, that such purchase, repurchase, redemption, defeasance, acquisition or retirement will be excluded in subsequent calculations of the amount of Restricted Payments;

(4) dividends paid within 60 days after the date of declaration if at such date of declaration such dividend would have complied with this provision; *provided*, *however*, that such dividends will be included in subsequent calculations of the amount of Restricted Payments;

(5) the purchase, repurchase, defeasance, redemption or other acquisition, cancellation or retirement for value of Capital Stock, or options, warrants, equity appreciation rights or other rights to purchase or acquire Capital Stock of the Issuer or any Restricted Subsidiary or any parent of the Issuer held by any existing or former employees or management of the Issuer or any Subsidiary of the Issuer or their assigns, estates or heirs, in each case in connection with the repurchase provisions under employee stock option or stock purchase agreements or other agreements to compensate management employees; *provided* that such redemptions or repurchases pursuant to this clause will not exceed an amount equal to £20.0 million in the aggregate during any calendar year (with any unused amounts in any preceding calendar year being carried over to the succeeding calendar year); *provided*, *however*, that the amount of any such repurchase or redemption will be included in subsequent calculations of the amount of Restricted Payments;

(6) the declaration and payment of dividends to holders of any class or series of Disqualified Stock, or of any Preferred Stock of a Restricted Subsidiary, Incurred in accordance with the terms of the covenant described under "— *Limitation on Indebtedness*" above;

(7) purchases, repurchases, redemptions, defeasance or other acquisitions or retirements of Capital Stock deemed to occur upon the exercise of stock options, warrants or other convertible securities if such Capital Stock represents a portion of the exercise price thereof; *provided*, *however*, that such repurchases will be excluded from subsequent calculations of the amount of Restricted Payments;

(8) the purchase, repurchase, redemption, defeasance or other acquisition or retirement for value of any Subordinated Obligation:

  (a) at a purchase price not greater than 101% of the principal amount of such Subordinated Obligation in the event of a Change of Control in accordance with provisions similar to the "— *Change of Control*" covenant;

  (b) at a purchase price not greater than 100% of the principal amount thereof in accordance with provisions similar to the "— *Limitation on Sales of Assets and Subsidiary Stock*" covenant; *provided* that, prior to or simultaneously with such purchase, repurchase, redemption, defeasance or other acquisition or retirement, the Issuer has made the Change of Control Offer or Asset Disposition Offer, as applicable, as provided in such covenant with respect to the Notes and have completed the repurchase or redemption of all Notes validly tendered for payment in connection with such Change of Control Offer or Asset Disposition Offer; and *provided*, *further*, that such purchase, redemption or other acquisition will be excluded from subsequent calculations of the amount of Restricted Payments; or

  (c) (i) consisting of Acquired Indebtedness (other than Indebtedness Incurred (A) to provide all or any portion of the funds utilized to consummate the transaction or series of related transactions pursuant to which such Person became a Restricted Subsidiary or was otherwise acquired by the Issuer or a Restricted Subsidiary or (B) otherwise in connection with or contemplation of such acquisition) and (ii) at a purchase price not greater than 100% of the principal amount of such Subordinated Obligation plus accrued and unpaid interest and any premium required by the terms of any Acquired Indebtedness;

(9) dividends, loans, advances or distributions to any Parent or other payments by the Issuer or any Restricted Subsidiary in amounts equal to:

  (i) the amounts required for any Parent to pay Parent Expenses;

(ii) the amounts required for any Parent to pay Public Offering Expenses or fees and expenses related to any other equity or debt offering of such Parent that are directly attributable to the operation of the Issuer and the Restricted Subsidiaries;

(iii) the amounts required for any Parent to pay Related Taxes or, without duplication, pursuant to the Tax Sharing Agreement; and

(iv) amounts constituting payments satisfying the requirements of clauses (11) and (12) of the second paragraph of the covenant described under "— *Limitation on Affiliate Transactions*",

provided, that such dividends, loans, advances, distributions or other payments will be excluded from subsequent calculations of the amount of Restricted Payments;

(10) Investments in an aggregate amount outstanding at any time not to exceed the aggregate cash amount of Excluded Contributions, or consisting of non-cash Excluded Contributions, or Investments in exchange for or using as consideration Investments previously made under this clause, *provided* that the amount of such Investments will be excluded from subsequent calculations of the amount of Restricted Payments;

(11) payments by the Company, or loans, advances, dividends or distributions to any parent company of the Issuer to make payments to holders of Capital Stock of the Issuer or any parent company of the Issuer in lieu of the issuance of fractional shares of such Capital Stock; *provided* that the net amount of such payments will be excluded from subsequent calculations of the amount of Restricted Payments;

(12) [Reserved];

(13) so long as no Default or Event of Default of the type specified in clauses (1) or (2) under "— *Events of Default*" has occurred and is continuing, any Restricted Payment to the extent that, after giving *pro forma* effect to any such Restricted Payment, the Consolidated Leverage Ratio for the Issuer would not exceed 5.00 to 1.00, *provided* that the net amount of such payments will be included in subsequent calculations of the amount of Restricted Payments;

(14) Restricted Payments in an aggregate amount at any time outstanding, when taken together with all other Restricted Payments made pursuant to this clause (14), not to exceed £85.0 million in the aggregate in any calendar year (with any unused amounts in any preceding calendar year being carried over to the succeeding calendar year); *provided* that the amount of such Restricted Payments will be included in subsequent calculations of the amount of Restricted Payments;

(15) (any Restricted Payments for purposes of making corresponding payments on (i) the Convertible Senior Notes and (ii) other Indebtedness of any Parent Guarantor that were (A) used in the prepayment, repayment, redemption, defeasance, retirement or purchase of the Convertible Senior Notes, the Existing Senior Notes, the Existing Senior Secured Notes, the Notes, other Indebtedness of any Restricted Subsidiary of the Issuer (other than the Issuer), Pari Passu Indebtedness of the Issuer and Indebtedness of a Restricted Subsidiary that is not a Guarantor (in each case, in whole or in part), or (B) contributed to or otherwise loaned or transferred to the Issuer or any Restricted Subsidiary; *provided, however*, that the amount of such payments will be excluded in subsequent calculations of the amount of Restricted Payments;

(16) [Reserved];

(17) following a Public Offering of the Issuer or any Parent, the declaration and payment by the Issuer or such Parent, or the making of any cash payments, advances, loans, dividends or distributions to any Parent to pay, dividends or distributions on the Capital Stock, common stock or common equity interests of the Issuer or any Parent; *provided* that the aggregate amount of all such dividends or distributions under this clause (17) shall not exceed in any fiscal year the greater of (a) 6% of the Net Cash Proceeds received from such Public Offering or subsequent Equity Offering by the Issuer or contributed to the capital of the Issuer by any direct or indirect parent company of the Issuer in any form other than Indebtedness or Excluded Contributions and (b) following the Initial Public Offering, an amount equal to the greater of (i) 7% of the Market Capitalization and (ii) 7% of the IPO Market Capitalization, *provided* that after giving *pro forma* effect to the payment of any such dividend or making of any such distribution, the Consolidated Leverage Ratio of the Issuer and the Restricted Subsidiaries would not exceed 5.00 to 1.00;

provided that the amount of such Restricted Payments will be included in subsequent calculations of the amount of Restricted Payments;

(18) after the designation of any Restricted Subsidiary as an Unrestricted Subsidiary, distributions (including by way of dividend) consisting of cash, Capital Stock or property or other assets of such Unrestricted Subsidiary that in each case is held by the Issuer or any Restricted Subsidiary; provided, however, that (x) such distribution or disposition shall include the concurrent transfer of all liabilities (contingent or otherwise) attributable to the property or other assets being transferred; (y) any property or other assets received from any Unrestricted Subsidiary (other than Capital Stock issued by any Unrestricted Subsidiary) may be transferred by way of distribution or disposition pursuant to this clause (18) only if such property or other assets, together with all related liabilities, is so transferred in a transaction that is substantially concurrent with the receipt of the proceeds of such distribution or disposition by the Issuer or such Restricted Subsidiary; and (z) such distribution or disposition shall not, after giving effect to any related agreements, result nor be likely to result in any material liability, tax or other adverse consequences to the Issuer and the Restricted Subsidiaries on a consolidated basis; provided further, however, that such distributions will be excluded from the calculation of the amount of Restricted Payments, it being understood that proceeds from the disposition of any cash, Capital Stock or property or other assets of an Unrestricted Subsidiary that are so distributed will not increase the amount of Restricted Payments permitted under clause (c)(iv) of the preceding paragraph above;

(19) any Restricted Payment on common stock of the Issuer up to £60 million per year; *provided*, in each case, that such Restricted Payments will be included in the calculation of the amount of Restricted Payments;

(20) [Reserved];

(21) any Business Division Transaction, provided, that after giving pro forma effect thereto, the Issuer could Incur at least £1.00 of additional Indebtedness under the first paragraph of the covenant described under "— *Limitation on Indebtedness*"; *provided* that the amount of such Restricted Payments will be excluded from the calculation of Restricted Payments;

(22) [Reserved];

(23) any Restricted Payment from the Issuer or any Restricted Subsidiary to the Parent or any other Subsidiary of the Parent which is not a Restricted Subsidiary; *provided that* such Subsidiary advances the proceeds of any such Restricted Payment to the Issuer or any other Restricted Subsidiary, as applicable, within 3 days of receipt thereof and that such Restricted Payments do not exceed an amount equal to ten per cent (10%) of Total Assets at any one time; *provided further* that such Restricted Payments will be excluded from the calculation of the amount of Restricted Payments; and

(24) Restricted Payments made in connection with any Related Transactions; *provided* that the amount of such Restricted Payments (other than $3.4 billion (equivalent)) will be excluded in subsequent calculations of the amount of Restricted Payments.

The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of such Restricted Payment of the asset(s) or securities proposed to be paid, transferred or issued by the Issuer or such Restricted Subsidiary, as the case may be, pursuant to such Restricted Payment. The fair market value of any cash Restricted Payment shall be its face amount and any non-cash Restricted Payment shall be determined in good faith by the Board of Directors or senior management of the Issuer.

Limitation on Liens

The Issuer will not, and will not permit any of the Restricted Subsidiaries to, directly or indirectly, create, Incur or suffer to exist any Lien (other than Permitted Liens) upon any of its property or assets (including Capital Stock of Restricted Subsidiaries of the Issuer), whether owned on the date of the Indenture or acquired after that date, which Lien is securing any Indebtedness (such Lien, the "Initial Lien"), unless contemporaneously with the Incurrence of such Initial Lien effective provision is made to secure the Indebtedness due under the Indenture and the Notes or, in respect of Liens on any Guarantor's property or assets, such Guarantor's Guarantee, equally and ratably with (or (a) on a junior priority basis if such Indebtedness is Senior Indebtedness of a Guarantor or (b) prior to, in the case of Liens with respect

to Subordinated Obligations of a Guarantor, as the case may be) the Indebtedness secured by such Initial Lien for so long as such Indebtedness is so secured.

Any such Lien thereby created in favor of the Notes will be automatically and unconditionally released and discharged upon (i) the release and discharge of the Initial Lien to which it relates, (ii) any sale, exchange or transfer to any Person other than the Issuer or any Restricted Subsidiary of the property or assets secured by such Initial Lien, (iii) the full and final payment of all amounts payable by the Issuer under the Notes and the Indenture, (iv) with respect to any Additional Subsidiary Guarantor the assets or the Capital Stock of which are encumbered by such Lien, upon the release of the Additional Subsidiary Guarantee of such Additional Subsidiary Guarantor in accordance with the provision described under "— *Additional Subsidiary Guarantees*" or (iv) the defeasance or discharge of the Notes in accordance with the defeasance provisions described under "— *Defeasance*" and "— *Satisfaction and Discharge*".

Limitation on Restrictions on Distributions from Restricted Subsidiaries

The Issuer will not, and will not permit any Restricted Subsidiary (other than the Issuer) to, create or otherwise cause or permit to exist or become effective any consensual encumbrance or consensual restriction on the ability of any Restricted Subsidiary (other than the Issuer) to:

(1) pay dividends or make any other distributions on its Capital Stock or pay any Indebtedness or other obligations owed to the Issuer or any Restricted Subsidiary;

(2) make any loans or advances to the Issuer or any Restricted Subsidiary; or

(3) transfer any of its property or assets to the Issuer or any Restricted Subsidiary;

provided that (x) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on Common Stock and (y) the subordination of (including but not limited to, the application of any standstill requirements to) loans or advances made to the Issuer or any Restricted Subsidiary to other Indebtedness Incurred by the Issuer or any Restricted Subsidiary, shall not be deemed to constitute such an encumbrance or restriction.

The preceding provisions will not prohibit:

(1) any encumbrance or restriction pursuant to an agreement in effect at or entered into on the date of the Indenture, including, without limitation, the Indenture, the Existing Senior Secured Notes Indentures, the Existing Senior Notes Indentures, the Senior Secured Notes Indenture, the Senior Credit Facility, the Bridge Facility Agreements, the Intercreditor Deeds and the security documents thereunder, in each case, as in effect on the Issue Date;

(2) any encumbrance or restriction pursuant to an agreement or instrument of a Person relating to any Capital Stock or Indebtedness of a Person, Incurred on or before the date on which such Person was acquired by or merged or consolidated with or into the Issuer or any Restricted Subsidiary, or on which such agreement or instrument is assumed by the Issuer or any Restricted Subsidiary in connection with an acquisition of assets (other than Capital Stock or Indebtedness Incurred as consideration in, or to provide all or any portion of the funds utilized to consummate, the transaction or series of related transactions pursuant to which such Person became a Restricted Subsidiary or was acquired by the Issuer or was merged or consolidated with or into the Issuer or any Restricted Subsidiary or in contemplation of such transaction) and outstanding on such date, *provided*, that any such encumbrance or restriction shall not extend to any assets or property of the Issuer or any other Restricted Subsidiary other than the assets and property so acquired and *provided*, *further*, that for the purposes of this clause, if another Person is the Successor Company, any Subsidiary thereof or agreement or instrument of such person or any such Subsidiary shall be deemed acquired or assumed by the Issuer or any Restricted Subsidiary when such Person becomes the Successor Company;

(3) any encumbrance or restriction pursuant to an agreement or instrument effecting a refunding, replacement or refinancing of Indebtedness Incurred pursuant to, or that otherwise extends, renews, refunds, refinances or replaces, an agreement referred to in clause (1) or (2) of this paragraph or this clause (3) or contained in any amendment, supplement or other modification to an agreement referred to in clause (1) or (2) of this paragraph or this clause (3); *provided*, *however*, that the encumbrances and restrictions with respect to such Restricted Subsidiary contained in any such agreement are no less favorable in any material respect to the holders of the Notes than the encumbrances and restrictions contained in such agreements referred to in

clauses (1) or (2) of this paragraph (as determined in good faith by the Board of Directors or senior management of the Issuer);

(4) in the case of clause (3) of the first paragraph of this covenant, any encumbrance or restriction:

(i) that restricts in a customary manner the subletting, assignment or transfer of any property or asset that is subject to a lease, license or similar contract, or the assignment or transfer of any such lease, license or other contract;

(ii) contained in Liens permitted under the Indenture securing Indebtedness of the Issuer or a Restricted Subsidiary to the extent such encumbrances or restrictions restrict the transfer of the property subject to such mortgages, pledges or other security agreements; or

(iii) pursuant to customary provisions restricting dispositions of real property interests set forth in any reciprocal easement agreements of the Issuer or any Restricted Subsidiary;

(5) any encumbrance or restriction pursuant to (a) Purchase Money Obligations for property acquired in the ordinary course of business and (b) Capitalized Lease Obligations permitted under the Indenture, in each case that impose encumbrances or restrictions of the nature described in clause (3) of the first paragraph of this covenant on the property so acquired;

(6) any Purchase Money Note or other Indebtedness or contractual requirements Incurred with respect to a Qualified Receivables Transaction relating exclusively to a Receivables Entity that, in the good faith determination of the Board of Directors or senior management of the Issuer, are necessary to effect such Qualified Receivables Transaction;

(7) any encumbrance or restriction with respect to a Restricted Subsidiary (or any of its property or assets) imposed pursuant to an agreement entered into for the direct or indirect sale or disposition of all or substantially all the Capital Stock or assets of such Restricted Subsidiary (or the property or assets that are subject to such restriction) pending the closing of such sale or disposition;

(8) customary provisions in leases, asset sale, joint venture agreements and other agreements and instruments entered into by the Issuer or any Restricted Subsidiary in the ordinary course of business;

(9) encumbrances or restrictions arising or existing by reason of applicable law or any applicable rule, regulation, governmental license or order, or required by any regulatory authority;

(10) any encumbrance or restriction on cash or other deposits or net worth imposed by customers under agreements entered into in the ordinary course of business;

(11) any encumbrance or restriction pursuant to Currency Agreements or Interest Rate Agreements; and

(12) any encumbrance or restriction arising pursuant to an agreement or instrument relating to any Indebtedness permitted to be Incurred subsequent to the Issue Date pursuant to the provisions of the covenant described under "— *Limitation on Indebtedness*" if (a) the encumbrances and restrictions taken as a whole are not materially less favorable to the holders of the Notes than the encumbrances and restrictions contained in the Senior Credit Facility, the Bridge Facility Agreements, the Existing Senior Secured Notes Indentures and the Intercreditor Deeds, in each case, as in effect on the Issue Date (as determined in good faith by the Board of Directors or senior management of the Issuer) or (b) such encumbrances and restrictions taken as a whole are not materially more disadvantageous to the holders of the Notes than is customary in comparable financings (as determined in good faith by the Board of Directors or senior management of the Issuer) and, in each case, either (x) the Issuer reasonably believes that such encumbrances and restrictions will not materially affect the Issuer's ability to make principal or interest payments on the Notes as and when they come due or (y) such encumbrances and restrictions apply only if a default occurs in respect of a payment or financial covenant relating to such Indebtedness.

Limitation on Sales of Assets and Subsidiary Stock

The Issuer will not, and will not permit any of the Restricted Subsidiaries to, make any Asset Disposition *unless*:

(1) the Issuer or such Restricted Subsidiary, as the case may be, receives consideration (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) at least equal to the fair market value (such fair market value to be determined on the date of contractually agreeing to such Asset Disposition), as determined in good faith by the Board of Directors or senior management of the Issuer (including as to the value of all non-cash consideration), of the shares and assets subject to such Asset Disposition;

(2) unless the Asset Disposition is a Permitted Asset Swap, at least 75% of the consideration from such Asset Disposition (excluding any consideration by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise, other than Indebtedness) received by the Issuer or such Restricted Subsidiary, as the case may be, is in the form of cash or Cash Equivalents; and

(3) an amount equal to 100% of the Net Available Cash from such Asset Disposition is applied by the Issuer or such Restricted Subsidiary, as the case may be:

(a) to the extent the Issuer or any Restricted Subsidiary, as the case may be, elects (or is required by the terms of any Indebtedness), to prepay, repay or purchase Senior Indebtedness of the Issuer (including the Notes) or any Subsidiary Guarantor or Indebtedness of a Restricted Subsidiary that is not a Subsidiary Guarantor (in each case other than Indebtedness owed to the Issuer or an Affiliate of the Issuer) within 360 days from the later of the date of such Asset Disposition or the receipt of such Net Available Cash; *provided*, *however*, that, in connection with any prepayment, repayment or purchase of Indebtedness pursuant to this clause (a), the Issuer or such Restricted Subsidiary will retire such Indebtedness and will cause the related commitment (if any) to be permanently reduced in an amount equal to the principal amount so prepaid, repaid or purchased; or

(b) to the extent the Issuer or such Restricted Subsidiary elects to invest in or commit to invest in Additional Assets within 365 days from the later of the date of such Asset Disposition or the receipt of such Net Available Cash; *provided*, *however*, that any such reinvestment in Additional Assets made pursuant to a definitive agreement or a commitment approved by the Board of Directors or senior management of the Issuer that is executed or approved within such time will satisfy this requirement, so long as such investment is consummated within 6 months of such 365th day;

provided that pending the final application of any such Net Available Cash in accordance with clause (a) or clause (b) above, the Issuer or such Restricted Subsidiary may temporarily reduce Indebtedness or otherwise invest such Net Available Cash in any manner not prohibited by the Indenture.

Any Net Available Cash from Asset Dispositions that is not applied or invested or committed to be applied as provided in the preceding paragraph will be deemed to constitute "Excess Proceeds". On the 366th day after an Asset Disposition, if the aggregate amount of Excess Proceeds exceeds £50.0 million, the Issuer will be required to make an offer ("Asset Disposition Offer") to all holders of Notes and to the extent required by the terms of other Indebtedness of the Issuer or any Subsidiary Guarantor that does not constitute Subordinated Obligations, to all holders of such other Indebtedness outstanding with similar provisions requiring the Issuer or such Subsidiary Guarantor to make an offer to purchase such Indebtedness with the proceeds from any Asset Disposition ("Other Asset Disposition Indebtedness"), to purchase the maximum principal amount of Notes and any such Other Asset Disposition Indebtedness to which the Asset Disposition Offer applies that may be purchased out of the Excess Proceeds, at an offer price in cash in an amount equal to 100% of the principal amount of the Notes and Other Asset Disposition Indebtedness plus accrued and unpaid interest to the date of purchase, in accordance with the procedures set forth in the Indenture or the agreements governing the Other Asset Disposition Indebtedness, as applicable, in each case in a principal amount of £100,000 and in integral multiples of £1,000 in excess thereof, in the case of the Sterling Notes and $200,000 and in integral multiples of $1,000 in excess thereof, in the case of the Dollar Notes.

To the extent that the aggregate amount of Notes and Other Asset Disposition Indebtedness so validly tendered and not properly withdrawn pursuant to an Asset Disposition Offer is less than the Excess Proceeds, the Issuer may use any remaining Excess Proceeds for general corporate purposes in any manner not prohibited by the Indenture. If the aggregate principal amount of Notes surrendered by holders thereof and Other Asset Disposition Indebtedness surrendered by holders or lenders, collectively, exceeds the amount of Excess Proceeds, the Trustee shall select the Notes and Other Asset Disposition Indebtedness to be purchased on a *pro rata* basis on the basis of the aggregate principal amount of tendered Notes and Other Asset Disposition Indebtedness. For the purposes of calculating the principal amount of any such Indebtedness not denominated in sterling, such Indebtedness shall be calculated by converting any such principal amounts into their Sterling Equivalent determined as of a date selected by the Issuer that is within the Asset Disposition Offer Period. Upon completion of such Asset Disposition Offer, the amount of Excess Proceeds shall be reset at zero.

The Asset Disposition Offer, insofar as it relates to the Notes, will remain open for a period of 20 Business Days following its commencement, except to the extent that a longer period is required by applicable law (the "Asset Disposition Offer Period"). No later than five Business Days after the termination of the Asset Disposition Offer Period (the "Asset Disposition Purchase Date"), the Issuer will purchase the principal amount of Notes and Other Asset Disposition Indebtedness required to be purchased pursuant to this covenant (the "Asset Disposition Offer Amount") or, if less than the Asset Disposition Offer Amount has been so validly tendered, all Notes and Other Asset Disposition Indebtedness validly tendered in response to the Asset Disposition Offer.

Any Net Available Cash payable in respect of the Notes pursuant to this covenant will be apportioned between the Sterling Notes and the Dollar Notes in proportion to the respective aggregate principal amounts of Sterling Notes and Dollar Notes validly tendered and not withdrawn, based upon the Sterling Equivalent of such principal amount of Dollar Notes determined as of a date selected by the Issuer that is within the Asset Disposition Offer Period. To the extent that any portion of Net Available Cash payable in respect of the Notes is denominated in a currency other than the currency in which the relevant Notes are denominated, the amount thereof payable in respect of such Notes shall not exceed the net amount of funds in the currency in which such Notes are denominated that is actually received by the Issuer upon converting such portion into such currency.

If the Asset Disposition Purchase Date is on or after an interest record date and on or before the related interest payment date, any accrued and unpaid interest will be paid to the Person in whose name a Note is registered at the close of business on such record date, and no additional interest will be payable to holders who tender Notes pursuant to the Asset Disposition Offer.

On or before the Asset Disposition Purchase Date, the Issuer will, to the extent lawful, accept for payment, on a pro rata basis to the extent necessary, the Asset Disposition Offer Amount of Notes and Other Asset Disposition Indebtedness or portions of Notes and Other Asset Disposition Indebtedness so validly tendered and not properly withdrawn pursuant to the Asset Disposition Offer, or if less than the Asset Disposition Offer Amount has been validly tendered and not properly withdrawn, all Notes and Other Asset Disposition Indebtedness so validly tendered and not properly withdrawn, in each case in a principal amount of £100,000 and in integral multiples of £1,000 in excess thereof, in the case of the Sterling Notes and in denominations of $200,000 and in integral multiples of $1,000 in excess thereof, in the case of the Dollar Notes. The Issuer will deliver to the Trustee an Officers' Certificate stating that such Notes or portions thereof were accepted for payment by the Issuer in accordance with the terms of this covenant. The Issuer or the Paying Agent, as the case may be, will promptly (but in any case not later than five Business Days after termination of the Asset Disposition Offer Period) mail or deliver to each tendering holder of Notes or holder or lender of Other Asset Disposition Indebtedness, as the case may be, an amount equal to the purchase price of the Notes or Other Asset Disposition Indebtedness so validly tendered and not properly withdrawn by such holder or lender, as the case may be, and accepted by the Issuer for purchase, and the Issuer will promptly issue a new Note, and the Trustee, upon delivery of an Officers' Certificate from the Issuer will authenticate and mail or deliver such new Note to such holder, in a principal amount equal to any unpurchased portion of the Note surrendered; provided that each such new Note will be in a principal amount of £100,000 and in integral multiples of £1,000 in excess thereof, in the case of the Sterling Notes and in denominations of $200,000 and in integral multiples of $1,000 in excess thereof, in the case of the Dollar Notes. In addition, the Issuer will take any and all other actions required by the agreements governing the Other Asset Disposition Indebtedness. Any Note not so accepted will be promptly mailed or delivered by the Issuer to the holder thereof. The Issuer will publicly announce the results of the Asset Disposition Offer on the Asset Disposition Purchase Date.

For the purposes of this covenant, the following will be deemed to be cash:

(1) the assumption by the transferee of Indebtedness (other than Subordinated Obligations) of the Issuer or any Subsidiary Guarantor or Indebtedness of a Restricted Subsidiary that is not a Subsidiary Guarantor and the release of the Issuer, such Subsidiary Guarantor or such Restricted Subsidiary from all liability on such Indebtedness in connection with such Asset Disposition (in which case the Issuer will, without further action, be deemed to have applied such deemed cash to Indebtedness in accordance with clause (3)(a) above);

(2) securities, notes or other obligations received by the Issuer or any Restricted Subsidiary from the transferee that are converted by the Issuer or such Restricted Subsidiary into cash or Cash Equivalents within 90 days following the closing of such Asset Disposition;

(3) Indebtedness of any Restricted Subsidiary that is no longer a Restricted Subsidiary as a result of such Asset Disposition, to the extent that the Issuer and each other Restricted Subsidiary are released from any guarantee of payment of the principal amount of such Indebtedness in connection with such Asset Disposition;

(4) consideration consisting of Indebtedness of the Issuer or any Restricted Subsidiary; and

(5) any Designated Non-Cash Consideration received by the Issuer or any Restricted Subsidiary in such Asset Dispositions having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this covenant that is at that time outstanding, not to exceed the greater of £250 million and 1.5% of Total Assets (with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value).

The Issuer will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to the Indenture. To the extent that the provisions of any securities laws or regulations conflict with provisions of this covenant, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached their obligations under the Indenture by virtue of any conflict.

Limitation on Affiliate Transactions

The Issuer will not, and will not permit any of the Restricted Subsidiaries to, directly or indirectly, enter into or conduct any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of the Issuer (an "Affiliate Transaction") involving aggregate consideration in excess of £15.0 million for such Affiliate Transactions in any fiscal year, *unless*:

(1) the terms of such Affiliate Transaction are no less favorable, taken as a whole, to the Issuer or such Restricted Subsidiary, as the case may be, than those that could be obtained in a comparable transaction at the time of such transaction in arm's-length dealings with a Person who is not such an Affiliate;

(2) in the event such Affiliate Transaction involves an aggregate consideration in excess of £50.0 million, the terms of such transaction have been approved by a majority of the members of the Board of Directors of the Issuer; and

(3) in the event such Affiliate Transaction involves an aggregate consideration in excess of £100.0 million, the Issuer has received a written opinion from an independent investment banking, accounting or appraisal firm of internationally recognized standing (as determined by the Board of Directors of the Issuer in good faith, who shall deliver a copy of the same to the Trustee) that such Affiliate Transaction either is fair, from a financial standpoint, to the Issuer and the Restricted Subsidiaries or is not materially less favorable than those that might reasonably have been obtained in a comparable transaction at such time on an arm's length basis from a Person that is not an Affiliate.

The preceding paragraph will not apply to:

(1) any Restricted Payment permitted to be made pursuant to the covenant described under "— *Limitation on Restricted Payments*" or any Permitted Investment (except with respect to clause (16)(b) of the definition of "Permitted Investment", which will be subject to clause (6) below);

(2) any issuance or sale of Capital Stock, options, other equity-related interests or other securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, or entering into, or maintenance of, any employment, consulting, collective bargaining or benefit plan, program, agreement or arrangement, related trust or other similar agreement and other compensation arrangements, options, warrants or other rights to purchase Capital Stock of the Issuer or any Parent, restricted stock plans, long-term incentive plans, stock appreciation rights plans, participation plans or similar employee benefits or consultant plans (including, without limitation, valuation, health, insurance, deferred compensation, severance, retirement, savings or similar plans, programs or arrangements) and/or indemnities provided on behalf of officers, employees or directors or consultants approved by the Board of Directors of the Issuer, in each case in the ordinary course of business;

(3) loans or advances to employees, officers or directors in the ordinary course of business of the Issuer or any of the Restricted Subsidiaries but in any event not to exceed £10.0 million in the aggregate outstanding at any one time with respect to all loans or advances made since the Issue Date;

(4) (a) any transaction between or among the Issuer and a Restricted Subsidiary or between or among Restricted Subsidiaries; and (b) any guarantees issued by the Issuer or a Restricted Subsidiary for the benefit of the Issuer or a Restricted Subsidiary, as the case may be, in accordance with "— *Limitation on Indebtedness*";

(5) transactions with customers, clients, suppliers or purchasers or sellers of goods or services, in each case in the ordinary course of business and otherwise in compliance with the terms of the Indenture, which are fair to the Issuer or the relevant Restricted Subsidiary in the reasonable determination of the Board of Directors of the Issuer or the senior management of the Issuer or the relevant Restricted Subsidiary, as applicable, or are on terms no less favorable than those that could reasonably have been obtained at such time from an unaffiliated party;

(6) any transaction in the ordinary course of business between the Issuer or any Restricted Subsidiary and any Affiliate of the Issuer controlled by the Issuer that is a joint venture or similar entity; *provided*, any transaction described in this clause (6) will both:

  (a) be subject to the requirements of clause (1) and (2) of the first paragraph of this covenant; and

  (b) either (i) comply with the provisions of clause (3) of the first paragraph of this covenant (substituting £125.0 million instead of £100.0 million) or (ii) be substantially identical to a transaction between such Affiliate and a non-Affiliated third party which involves aggregate consideration in an amount substantially identical to the aggregate consideration involved in such substantially identical transaction;

(7) the payment of reasonable and customary fees paid to, and indemnity provided on behalf of, directors of the Issuer or any Restricted Subsidiary;

(8) the performance of obligations of the Issuer or any of the Restricted Subsidiaries under the terms of any agreement to which the Issuer or any of the Restricted Subsidiaries is a party as of or on the Issue Date, as these agreements may be amended, modified, supplemented, extended or renewed from time to time; *provided*, *however*, that any future amendment, modification, supplement, extension or renewal entered into after the Issue Date will be permitted to the extent that its terms are not materially more disadvantageous to the holders of the Notes than the terms of the agreements in effect on the Issue Date;

(9) sales or other transfers or dispositions of accounts receivable and other related assets customarily transferred in an asset securitization transaction involving accounts receivable to a Receivables Entity in a Qualified Receivables Transaction, and acquisitions of Permitted Investments in connection with a Qualified Receivables Transaction;

(10) the issuance of Capital Stock or any options, warrants or other rights to acquire Capital Stock (other than Disqualified Stock) of the Issuer to any Affiliate;

(11) the payment to any Permitted Holder of all reasonable out-of-pocket expenses Incurred by any Permitted Holder in connection with its direct or indirect investment in the Issuer and its Subsidiaries and unpaid amounts accrued for prior periods (but after the Issue Date);

(12) the payment to any Parent or Permitted Holder (1) of Management Fees (a) on a bona fide arm's-length basis in the ordinary course of business or (b) of up to £5.0 million in any calendar year or (2) for financial advisory, financing, underwriting or placement services or in respect of other investment banking activities, including without limitation in connection with acquisitions or divestitures, which payments are approved by a majority of the members of the Board of Directors of the Issuer;

(13) guarantees of Indebtedness and other obligations otherwise permitted under the Indenture;

(14) if not otherwise prohibited under the Indenture, the issuance of Capital Stock (other than Disqualified Stock) or Subordinated Shareholder Loans (including the payment of cash interest thereon; *provided* that, after giving *pro forma* effect to any such cash interest payment, the Consolidated Leverage Ratio for the Issuer and the Restricted Subsidiaries would not exceed 5.00 to 1.00) of the Issuer to any direct Parent of the Issuer or any Permitted Holder;

(15) arrangements with customers, clients, suppliers, contractors, lessors or sellers of goods or services that are negotiated with an Affiliate, in each case, which are otherwise in compliance with the terms of the Indenture; *provided* that the terms and conditions of any such transaction or agreement as applicable to the Issuer and the Restricted Subsidiaries, taken as a whole (a) are fair to the Issuer and the Restricted Subsidiaries and are on terms not materially less favorable to the Issuer and the Restricted Subsidiaries than those that could have reasonably been obtained in respect of an analogous transaction or agreement that would not constitute an Affiliate Transaction (in each case, as determined in good faith by the Board of Directors of the Issuer or the senior management of the Issuer), (b) the performance by the Issuer or any of the Restricted Subsidiaries in respect of any such arrangements are for its own behalf and in its own name and (c) the Issuer and the Restricted Subsidiaries do not assume, and are otherwise not liable for any performance or breach in respect of, any such arrangements by the relevant Affiliate;

(16) (a) transactions with Affiliates in their capacity as holders of Indebtedness or Capital Stock of the Issuer or any Restricted Subsidiary, so long as such Affiliates are treated no more favorably than holders of such Indebtedness or Capital Stock generally, and (b) transactions with Affiliates in their capacity as borrowers of Indebtedness from the Issuer or any Restricted Subsidiary, so long as such Affiliates are treated no more favorably in all material respects than holders of such Indebtedness generally;

(17) any tax sharing agreement or arrangement and payments pursuant thereto between or among the Ultimate Parent, the Issuer or any other Person or a Restricted Subsidiary of the Issuer not otherwise prohibited by the Indenture and any payments or other transactions pursuant to a tax sharing agreement between the Issuer and any other Person or a Restricted Subsidiary of the Issuer and any other Person with which the Issuer or any of the Restricted Subsidiaries files a consolidated tax return or with which the Issuer or any of the Restricted Subsidiaries is part of a group for tax purposes;

(18) transactions relating to the provision of Intra-Group Services in the ordinary course of business;

(19) [Reserved];

(20) transactions relating to the acquisition of, or investment in, UPC Broadband Ireland by the Issuer or any Restricted Subsidiary;

(21) any Related Transaction;

(22) any transaction reasonably necessary to effect the Post-Closing Reorganizations; and

(23) any transaction in the ordinary course of business between or among the Issuer or any Restricted Subsidiary and any Affiliate of the Issuer that is an Unrestricted Subsidiary or a joint venture or similar entity (including a Permitted Joint Venture) that would constitute an Affiliate Transaction solely because the Issuer or a Restricted Subsidiary owns an equity interest in or otherwise controls such Unrestricted Subsidiary, joint venture or similar entity.

Limitation on Layering

The Issuer or any Guarantors may not Incur any Indebtedness that is subordinated in right of payment to other Senior Indebtedness of the Issuer or any Guarantor that ranks *pari passu* with the Notes or Note Guarantee, as applicable, unless such Indebtedness Incurred by the Issuer or any Guarantor is also

subordinated or *pari passu* to the Notes or the relevant Note Guarantee; provided, however, that no Indebtedness will be deemed to be contractually subordinated in right of payment to any other Indebtedness of the Issuer or any Guarantor solely by virtue of being unsecured, by virtue of being secured with different collateral, by virtue of being secured on a junior priority basis or by virtue of the application of waterfall or other payment-ordering provisions.

Limitation on Issuances of Guarantees of Indebtedness by Restricted Subsidiaries

No Restricted Subsidiary (other than the Issuer or a Guarantor) shall guarantee or otherwise become obligated under any Indebtedness under the Existing Senior Notes or any other Indebtedness of the Issuer or any Guarantor in an amount in excess of £50 million unless such Restricted Subsidiary is or becomes an Additional Guarantor on the date on which such other guarantee or Indebtedness is Incurred (or as soon as reasonably practicable thereafter) and, if applicable, executes and delivers to the Trustee a supplemental Indenture in the form attached to the Indenture pursuant to which such Restricted Subsidiary will provide an Additional Subsidiary Guarantee (which Additional Subsidiary Guarantee shall be subordinated to Senior Indebtedness of such Additional Guarantor and senior to or *pari passu* with such Restricted Subsidiary's guarantee of such other Indebtedness); *provided* that,

(1) if such Restricted Subsidiary is not a Significant Subsidiary, such Restricted Subsidiary shall only be obligated to become an Additional Guarantor if such Indebtedness is Indebtedness of the Issuer or Public Debt of a Guarantor;

(2) an Additional Guarantor's Additional Guarantee may be limited in amount to the extent required by fraudulent conveyance, thin capitalization, corporate benefit, financial assistance or other similar laws (but, in such a case (A) each of the Issuer and the Restricted Subsidiaries will use their reasonable best efforts to overcome the relevant legal limit and will procure that the relevant Restricted Subsidiary undertakes all whitewash or similar procedures which are legally available to eliminate the relevant limit and (B) the relevant guarantee shall be given on an equal and ratable basis with the guarantee of any other Indebtedness giving rise to the obligation to guarantee the Notes); and

(3) for so long as it is not permissible under applicable law for a Restricted Subsidiary to become an Additional Guarantor, such Restricted Subsidiary need not become an Additional Guarantor (but, in such a case, each of the Issuer and the Restricted Subsidiaries will use their reasonable best efforts to overcome the relevant legal prohibition precluding the giving of the guarantee and will procure that the relevant Restricted Subsidiary undertakes all whitewash or similar procedures which are legally available to eliminate the relevant legal prohibition, and shall give such guarantee at such time (and to the extent) that it thereafter becomes permissible).

The preceding paragraph shall not apply to: (1) the granting by such Restricted Subsidiary of a Permitted Lien under circumstances which do not otherwise constitute the guarantee of Indebtedness of the Issuer; or (2) the guarantee by any Restricted Subsidiary of Indebtedness that refinances Indebtedness which benefited from a guarantee by any Restricted Subsidiary Incurred in compliance with this covenant immediately prior to such refinancing.

Reports

So long as the Notes are outstanding, the Issuer will furnish to the Trustee without cost to the Trustee (who, at the Issuer's expense, will furnish by mail to the Holders), and, in each case of clauses (2) and (3) below, will post on its website (or make similar disclosure); *provided, however*, that to the extent any reports are filed on the SEC's website or the Company's website, such reports shall be deemed to be furnished to the Trustee and the holders:

(1) for so long as the Issuer is a direct or indirect Subsidiary of New ListCo and New ListCo (or any Successor Reporting Entity) files an Annual Report on Form 10-K with the SEC, a copy of such Annual Report within 120 days after the end of New ListCo's (or such Successor Reporting Entity's) year end;

(2) within 150 days after the end of each fiscal year ending subsequent to the Issue Date, an annual report of the Virgin Reporting Entity, containing the following information: (a) audited combined or consolidated balance sheets of the Virgin Reporting Entity as of the end of the two most recent fiscal years and audited combined or consolidated income statements and statements of cash flow of the Virgin Reporting Entity for the three most recent fiscal years, in each case prepared in accordance with GAAP, including appropriate footnotes to such financial statements, and a report of the independent public accountants on the financial statements; (b) to the extent relating to such annual periods, an operating and financial review of the audited financial statements, including a discussion of the results of operations, financial condition, and liquidity and capital resources, and a discussion of material commitments and contingencies and critical accounting policies; and (c) to the extent not included in the audited financial statements or operating and financial review, a description of the business, management and shareholders of Virgin Reporting Entity, all material affiliate transactions and a description of all material debt instruments; provided, however, that such reports need not (i) contain any segment data other than as required under GAAP or, for so long as the Issuer is a direct or indirect Subsidiary of New ListCo, as provided by New ListCo (or any Successor Reporting Entity) in its financial reports with respect to the period presented or (ii) include any exhibits;

(3) within 60 days after each of the first three fiscal quarters in each fiscal year, a quarterly report of the Virgin Reporting Entity containing the following information: (a) unaudited consolidated financial statements of the Virgin Reporting Entity for such period, prepared in accordance with GAAP, and (b) an operating and financial review of such period including a discussion of the results of operations, financial condition, and liquidity and capital resources, and a discussion of material commitments and contingencies and critical accounting policies and material developments in the business of the Virgin Reporting Entity and its Subsidiaries in such period, and (c) information with respect to any material acquisition or disposal during the period provided, however, that such reports need not contain any segment data other than as required under GAAP or, for so long as the Issuer is a direct or indirect Subsidiary of New ListCo, as provided by New ListCo (or any Successor Reporting Entity) in its financial reports with respect to the period presented; and

(4) within 10 days after the occurrence of such event, information with respect to (a) any change in the independent public accountants of the Virgin Reporting Entity (unless such change is made in conjunction with a change in the auditor of the Ultimate Parent), (b) any material acquisition or disposal, and (c) any material development in the business of the Issuer and the Restricted Subsidiaries.

If the Issuer has designated any of the Restricted Subsidiaries as Unrestricted Subsidiaries and any such Unrestricted Subsidiary or group of Unrestricted Subsidiaries constitute Significant Subsidiaries of the Issuer, then the annual and quarterly information required by clauses (2) and (3) of the first paragraph of this covenant shall include a reasonably detailed presentation, either on the face of the financial statements, in the footnotes thereto or in a separate report delivered therewith, of the financial condition and results of operations of the Issuer and the Restricted Subsidiaries separate from the financial condition and results of operations of such Unrestricted Subsidiaries.

If the Issuer elects to apply for all purposes of the Indenture, in lieu of GAAP, IFRS pursuant to the definition of GAAP set forth below under " — *Certain Definitions*" then the annual and quarterly information required by clauses (2) and (3) of the first paragraph of this covenant shall include a reconciliation, either in the footnotes thereto or in a separate report delivered therewith, of such IFRS presentation to the corresponding GAAP presentation of such financial information.

Notwithstanding the foregoing, the Issuer may satisfy its obligations under clauses (2) and (3) of the first paragraph of this covenant by delivering the corresponding consolidated annual and quarterly reports of the Issuer or any Parent of the Issuer.

To the extent any material differences exist between the management, business, assets, shareholding or results of operations or financial condition of the Virgin Reporting Entity, the Issuer or such Parent (as the case may be) and the Issuer, the annual and quarterly reports shall give a reasonably detailed description of such differences and include an unaudited reconciliation of the Company's financial statements to Virgin Reporting Entity's, the Issuer's or such Parent's (as the case may be) financial statement; provided, however, that if the total revenues, Consolidated EBITDA or Total Assets of the Virgin Reporting Entity, the Issuer or such Parent (as the case may be) and its Subsidiaries for any

applicable period (on either a historical or pro forma basis) would deviate from any such measurement of the Issuer and the Restricted Subsidiaries by 5% or more, then a separate annual or quarterly report, as the case may be, shall be provided for the Issuer (in which case no report need be provided for the Virgin Reporting Entity, the Issuer or such Parent (as the case may be)).

In addition, so long as the Notes remain outstanding and during any period during which the Issuer is not subject to Section 13 or 15(d) of the Exchange Act nor exempt therefrom pursuant to Rule 12g3-2(b) of the Exchange Act, the Issuer shall furnish to the holders of the Notes and to prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Merger and Consolidation

No Parent Guarantor will consolidate with, or merge with or into, or convey, transfer or lease all or substantially all its assets to, any Person, unless:

(1) the resulting, surviving or transferee Person (the "Successor Company") will be a corporation, partnership, trust or limited liability company organized and existing under the laws of any member of the state of the European Union that is a member of the European Union on the date of the Indenture, Bermuda, the Cayman Islands, or the United States of America, any State of the United States or the District of Columbia and the Successor Company (if not the Issuer or such Parent Guarantor) will expressly assume, by supplemental indenture, executed and delivered to the Trustee, in form satisfactory to the Trustee, all the obligations of such Parent Guarantor under the Notes and the Indenture;

(2) immediately after giving effect to such transaction (and treating any Indebtedness that becomes an obligation of the Successor Company or any Subsidiary of the Successor Company as a result of such transaction as having been Incurred by the Successor Company or such Subsidiary at the time of such transaction), no Default or Event of Default shall have occurred and be continuing;

(3) either (a) immediately after giving effect to such transaction, the Issuer, if it is a surviving corporation, or the Successor Company, would be able to Incur at least an additional £1.00 of Pari Passu Indebtedness pursuant to the first paragraph of the covenant described under "— *Limitation on Indebtedness*" or (b) the Consolidated Leverage Ratio of the Issuer, if it is a surviving corporation, or the Successor Company, would be no greater than that of the Issuer immediately prior to giving effect to such transaction; and

(4) the Issuer shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with the Indenture; *provided that* in giving such opinion, such counsel may rely on an Officers' Certificate as to compliance with clauses (2) and (3) above and as to any matters of fact.

The Issuer will not consolidate with, or merge with or into, or convey, transfer or lease all or substantially all its assets to, any Person, unless:

(1) the Successor Company will be a corporation, partnership, trust or limited liability company organized and existing under the laws of any member of the state of the European Union that is a member of the European Union on the date of the Indenture, Bermuda, the Cayman Islands, or the United States of America, any State of the United States or the District of Columbia and the Successor Company (if not the Issuer) will expressly assume, by supplemental indenture, executed and delivered to the Trustee, in form satisfactory to the Trustee, all the obligations of the Issuer under the Notes and the Indenture;

(2) immediately after giving effect to such transaction (and treating any Indebtedness that becomes an obligation of the Successor Company or any Subsidiary of the Successor Company as a result of such transaction as having been Incurred by the Successor Company or such Subsidiary at the time of such transaction), no Default or Event of Default shall have occurred and be continuing;

(3) either (a) immediately after giving effect to such transaction, the Issuer or such Successor Company would be able to Incur at least an additional £1.00 of Pari Passu Indebtedness pursuant to the first paragraph of the covenant described under "— *Limitation on Indebtedness*" or (b) the Consolidated Leverage Ratio of the Issuer and the Restricted Subsidiaries (including such Successor Company) or such Successor Company would be no greater than that of the Issuer immediately prior to giving effect to such transaction; and

(4) the Issuer shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with the Indenture; *provided that* in giving such opinion, such counsel may rely on an Officers' Certificate as to compliance with clauses (2) and (3) above and as to any matters of fact.

A Subsidiary Guarantor will not consolidate with, or merge with or into, or convey, transfer or lease all or substantially all its assets to, any Person, other than the Issuer or another Subsidiary Guarantor (other than in connection with a transaction that does not constitute an Asset Disposition or a transaction that is permitted under "— *Limitation on Sales of Assets and Subsidiary Stock*"), unless:

(1) immediately after giving effect to that transaction, no Default or Event of Default shall have occurred and be continuing; and

(2) either:

(a) the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger assumes all the obligations of that Guarantor under its Guarantee, the Indenture and the Intercreditor Deed to which such Guarantor is a party pursuant to agreements reasonably satisfactory to the Trustee; or

(b) the Net Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of the Indenture.

For purposes of this covenant, the sale, lease, conveyance, assignment, transfer, or other disposition of all or substantially all of the properties and assets of one or more Subsidiaries of the Issuer or a Guarantor which properties and assets, if held by the Issuer or such Guarantor, as applicable, instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of such Issuer or the Guarantor, as applicable, on a consolidated basis, shall be deemed to be the transfer of all or substantially all of the properties and assets of such Issuer or such Guarantor, as applicable.

The Successor Company will succeed to, and be substituted for, and may exercise every right and power of, the relevant Guarantor or the relevant Issuer, as the case may be, under the Indenture, and upon such substitution, the predecessor to such Guarantor or the Issuer, as the case may be, will be released from its obligations under the Indenture and the Notes, but, in the case of a lease of all or substantially all its assets, the predecessor to such Guarantor or the Issuer will not be released from the obligation to pay the principal of and interest on the Notes.

Although there is a limited body of case law interpreting the phrase "substantially all", there is no precise established definition of the phrase under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve "all or substantially all" of the property or assets of a Person.

Notwithstanding clause (3) in each of the first and second paragraph of this covenant (which does not apply to transactions referred to in this paragraph), (i) any Restricted Subsidiary may consolidate with, merge into or transfer all or part of its properties and assets to the Issuer or any Subsidiary Guarantor, (ii) the Issuer or a Subsidiary Guarantor may consolidate with, merge into or transfer all or part of its properties and assets to the Issuer or any Subsidiary Guarantor, (iii) any Parent Guarantor may consolidate with, merge into or transfer all or part of its properties and assets to any other Parent Guarantor and (iv) the Issuer may merge with an Affiliate incorporated solely for the purpose of reincorporating the Issuer in another jurisdiction to realize tax benefits.

Intercreditor Deed

The Trustee will become party to the Intercreditor Deed by executing an accession and/or amendment thereto on or about the Issue Date, and each holder of a Note, by accepting such Note, will be deemed to have (i) authorized the Trustee to enter into the Intercreditor Deed, (ii) agreed to be bound by all the terms and provisions of the Intercreditor Deed applicable to such holder and (iii) irrevocably appointed the Trustee to act on its behalf and to perform the duties and exercise the rights, powers and discretions that are specifically given to it under the Intercreditor Deed.

At the direction of the Issuer and without the consent of the holders of the Notes, the Trustee will upon direction of the Issuer from time to time enter into one or more amendments to the Intercreditor Deed to: (i) cure any ambiguity, omission, defect or inconsistency therein; (ii) add Guarantors or other parties (such as representatives of new issuances of Indebtedness) thereto; (iii) secure the Notes (including

Additional Notes) and any other Indebtedness permitted by the terms of the Indenture to be Incurred and secured by a Lien; (iv) make any other change to the Intercreditor Deed to provide for additional Indebtedness (including with respect to the Intercreditor Deed, the addition of provisions relating to new Indebtedness ranking junior in right of payment to the Notes) or other obligations that are permitted by the terms of the Indenture to be Incurred and secured by a Lien on any collateral on a *pari passu* or junior basis with the Liens securing the Notes or the Guarantees, (v) add Restricted Subsidiaries to the Intercreditor Deed, (vi) amend the Intercreditor Deed in accordance with the terms thereof or; (vii) make any change necessary or desirable, in the good faith determination of the Board of Directors or senior management of the Issuer, in order to implement any transaction that is subject to the covenants described under the caption "— *Merger and Consolidation*"; (viii) implement any transaction in connection with the renewal, extension, refinancing, replacement or increase of the Credit Facilities that is not prohibited by the Indenture; or (ix) make any other change thereto that does not adversely affect the rights of the holders of the Notes in any material respect; *provided* that no such changes shall be permitted to the extent they affect the ranking of any Note or Guarantee or the release of any Guarantees in a manner than would adversely affect the rights of the holders of the Notes in any material respect except as otherwise permitted by the Indenture or the Intercreditor Deed immediately prior to such change. The Company will not otherwise direct the Trustee to enter into any amendment to the Intercreditor Deed without the consent of the holders of a majority in principal amount of the outstanding Notes outstanding, except as otherwise permitted below under "— *Amendments and Waivers*", and the Issuer may only direct the Trustee to enter into any amendment to the extent such amendment does not impose any personal obligations on the Trustee or, in the opinion of the Trustee, adversely affect their respective rights, duties, liabilities or immunities under the Indenture or the Intercreditor Deed.

Each holder of a Note, by accepting such Note, will be deemed to have:

(a) appointed and authorized the Trustee from time to time to give effect to such provisions; and

(b) irrevocably appointed the Trustee to act on its behalf from time to time to enter into and comply with such provisions described above,

in each case, without the need for the consent of the holders.

The Indenture will also provide that, in relation to the Intercreditor Deed, the Trustee shall consent on behalf of the holders to the payment, repayment, purchase, repurchase, defeasance, acquisition, retirement or redemption of any obligations subordinated to the Notes thereby; *provided*, *however*, that such transaction would comply with the covenant described under "— *Certain Covenants — Limitation on Restricted Payments*".

Suspension of Covenants on Achievement of Investment Grade Status

If, during any period after the Issue Date, the Notes have achieved and continue to maintain Investment Grade Status and no Event of Default has occurred and is continuing (such period hereinafter referred to as an "Investment Grade Status Period"), then the covenants in the Indenture described under "— *Limitation on Indebtedness*", "— *Limitation on Restricted Payments*", "— *Limitation on Restrictions on Distributions from Restricted Subsidiaries",* "— *Limitation on Sales of Assets and Subsidiary Stock*", "— *Limitation on Affiliate Transactions",* and under "— *Change of Control*", the provisions of clause (3) of the first and the second paragraphs of the covenant described under "— *Merger and Consolidation*" and any related default provisions of the Indenture will be suspended and will not, during such Investment Grade Status Period, be applicable to the Issuer and the Restricted Subsidiaries. As a result, during any such Investment Grade Status Period, the Notes will lose the covenant protection initially provided under the Indenture. No action taken during an Investment Grade Status Period or prior to an Investment Grade Status Period in compliance with the covenants then applicable will require reversal or constitute a default under the Notes in the event that suspended covenants are subsequently reinstated or suspended, as the case may be. An Investment Grade Status Period will terminate immediately upon the failure of the Notes to maintain Investment Grade Status (the "Reinstatement Date"). The Issuer will promptly notify the Trustee in writing of any failure of the Notes to maintain Investment Grade Status and the Reinstatement Date.

Events of Default

Each of the following is an "Event of Default" under the Indenture:

(1) default in any payment of interest or Additional Amounts on any Note when due, which has continued for 30 days;

(2) default in the payment of principal of or premium, if any, on any Note when due at its Stated Maturity, upon optional redemption, upon required repurchase or otherwise, upon mandatory redemption as set forth above under "— *General — Senior Notes Escrow Proceeds; Special Mandatory Redemption; Special Optional Redemption*" or otherwise;

(3) failure by the Issuer or any Guarantor to comply with its obligations under "— *Certain Covenants — Merger and Consolidation*";

(4) failure by the Issuer or any Guarantor to comply for 30 days after notice with any of its obligations under the covenants described under "— *Certain Covenants — Change of Control*" or "— *Certain Covenants — Limitation on Sales of Assets and Subsidiary Stock*" above (in each case, other than (x) a failure to purchase the Notes which will constitute an Event of Default under clause (2) above, (y) a failure to comply with "*General — Senior Secured Notes Escrow Proceeds; Special Mandatory Redemption; Special Optional Redemption*" under clause (2) above and (z) a failure to comply with "— *Certain Covenants — Merger and Consolidation*" which is covered by clause (3) above);

(5) failure by the Issuer or any Guarantor to comply for 60 days after notice with its other agreements contained in the Notes, the Indenture or the Intercreditor Deed; provided, however, that the Issuer or any Guarantor shall have 90 days after receipt of such notice to remedy, or receive a waiver for, any failure to comply with the obligations to file annual, quarterly and current reports in accordance with the covenant described under "— *Certain Covenants — Reports*" so long as the Issuer or any Guarantor are attempting to cure such failure as promptly as reasonably practicable;

(6) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Issuer or any of the Restricted Subsidiaries (or the payment of which is guaranteed by the Issuer or any of the Restricted Subsidiaries), other than Indebtedness owed to the Issuer or a Restricted Subsidiary, whether such Indebtedness or guarantee now exists, or is created after the date of the Indenture, which default:

   (a) is caused by a failure to pay principal of such Indebtedness at its Stated Maturity prior to the expiration of the grace period provided in such Indebtedness ("payment default"); or

   (b) results in the acceleration of such Indebtedness prior to its maturity (the "cross acceleration provision");

   and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a payment default or the maturity of which has been so accelerated, aggregates £50.0 million or more;

(7) certain events of bankruptcy, insolvency or reorganization of the Issuer or any other Guarantor or a Significant Subsidiary or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements delivered to the holders of the Notes pursuant to the covenant described under "— *Certain Covenants — Reports*"), would constitute a Significant Subsidiary (the "bankruptcy provisions") have been commenced;

(8) failure by the Issuer any other a Guarantor or any Significant Subsidiary or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements delivered to the holders of the Notes pursuant to the covenant described under "— *Certain Covenants — Reports*"), would constitute a Significant Subsidiary, to pay final judgments aggregating in excess of £50.0 million (net of any amounts that a solvent insurance company has acknowledged liability for), which judgments are not paid, discharged or stayed for a period of 60 days (the "judgment default provision");

(9) any Note Guarantee ceases to be in full force and effect (except in accordance with the terms of the Indenture) or is declared invalid or unenforceable in a judicial proceeding and such Default continues for ten days after the notice specified in the Indenture;

(10) failure (a) by Newco to comply with any term of the Senior Notes Escrow Agreement that is not cured within 10 days to the extent such non-compliance would reasonably be expected to materially and adversely impact the holders of the Notes or (b) to complete the Debt Pushdown within 30 Business Days of the Merger Date; or

(11) the Senior Notes Escrow Agreement or any other security document or any Lien purported to be granted thereby on the Senior Notes Escrow Account or the cash or Investments permitted under the Senior Notes Escrow Agreement therein is held in any judicial proceeding to be unenforceable or invalid, in whole or in part, or ceases for any reason (other than pursuant to a release that is delivered or becomes effective as set forth in the Indenture) to be fully enforceable and which creates a valid and enforceable Lien.

However, a default under clauses (4), (5), (9) or (10) of the immediately preceding paragraph will not constitute an Event of Default until the Trustee or the holders of 25% in principal amount of the outstanding Notes notify the Issuer of the default and the Issuer does not cure such default within the time specified in clauses (4), (5), (9) or (10) of this immediately preceding paragraph after receipt of such notice.

If an Event of Default (other than an Event of Default described in clause (7) above) occurs and is continuing, the Trustee by notice to the Issuer, or the holders of at least 25% in principal amount of the outstanding Notes by notice to the Issuer and the Trustee, may, and the Trustee at the request of such holders shall, declare the principal of, premium, if any, and accrued and unpaid interest, if any, and Additional Amounts, if any, on all the Notes to be due and payable. Upon such a declaration, such principal, premium and accrued and unpaid interest and Additional Amounts, if any, will be due and payable immediately. In the event of a declaration of acceleration of the Notes because an Event of Default described in clause (6) under "— *Events of Default*" has occurred and is continuing, the declaration of acceleration of the Notes shall be automatically annulled if the event of default or payment default triggering such Event of Default pursuant to clause (6) shall be remedied or cured by the Issuer or any of the Restricted Subsidiaries or waived by the holders of the relevant Indebtedness within 20 days after the declaration of acceleration with respect thereto and if (1) the annulment of the acceleration of the Notes would not conflict with any judgment or decree of a court of competent jurisdiction and (2) all existing Events of Default, except non-payment of principal, premium or interest and Additional Amounts, if any, on the Notes that became due solely because of the acceleration of the Notes, have been cured or waived. If an Event of Default described in clause (7) above occurs and is continuing, the principal of, premium, if any, and accrued and unpaid interest and Additional Amounts, if any, on all the Notes will become and be immediately due and payable without any declaration or other act on the part of the Trustee or any holders. The holders of a majority in principal amount of the outstanding Notes may waive all past defaults (except with respect to non-payment of principal, premium, interest or Additional Amounts) and rescind any such acceleration with respect to the Notes and its consequences if (1) rescission would not conflict with any judgment or decree of a court of competent jurisdiction and (2) all existing Events of Default, other than the non-payment of the principal of, premium, if any, interest and Additional Amounts, if any, on the Notes that have become due solely by such declaration of acceleration, have been cured or waived; and (3) the Issuer has paid the Trustee its reasonable compensation and reimbursed the Trustee for its reasonable expenses, disbursements and advances.

Subject to the provisions of the Indenture relating to the duties of the Trustee, if an Event of Default occurs and is continuing, the Trustee will be under no obligation to exercise any of the rights or powers under the Indenture at the request or direction of any of the holders unless such holders have offered to the Trustee indemnity or security satisfactory to the Trustee against any loss, liability or expense. Except to enforce the right to receive payment of principal, premium, if any, interest or Additional Amounts, if any, when due, no holder of Notes may pursue any remedy with respect to the Indenture or the Notes *unless*:

(1) such holder of Notes has previously given the Trustee written notice that an Event of Default is continuing;

(2) holders of at least 50% in principal amount of the outstanding Notes have requested the Trustee to pursue the remedy;

(3) such holders of Notes have offered the Trustee security or indemnity satisfactory to the Trustee against any loss, liability or expense;

(4) the Trustee has not complied with such request within 60 days after the receipt of the request and the offer of security or indemnity; and

(5) the holders of a majority in principal amount of the outstanding Notes have not given the Trustee a direction that, in the opinion of the Trustee, is inconsistent with such request within such 60-day period.

Subject to certain restrictions, the holders of a majority in principal amount of the outstanding Notes are given the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. The Indenture provides that in the event an Event of Default has occurred and is continuing, the Trustee will be required in the exercise of its powers to use the degree of care that a prudent person would use under the circumstances in the conduct of its own affairs. The Trustee, however, may refuse to follow any direction that conflicts with law, the Indenture or the Intercreditor Deed or that the Trustee determines is unduly prejudicial to the rights of any other holder of Notes or that would involve the Trustee in personal liability. Prior to taking any action under the Indenture, the Trustee will be entitled to security or indemnification satisfactory to it in its sole discretion against all losses and expenses caused by taking or not taking such action.

The Indenture provides that if a Default occurs and is continuing and is actually known to the Trustee, the Trustee must give notice of the Default within 90 days after it occurs. Except in the case of a Default in the payment of principal of, premium, if any, interest or Additional Amounts, if any, on any Note, the Trustee may withhold notice if and so long as a committee of trust officers of the Trustee in good faith determines that withholding notice is in the interests of the holders. In addition, the Issuer is required to deliver to the Trustee, within 120 days after the end of each fiscal year, a certificate indicating whether the signers thereof know of any Default that occurred during the previous year. The Issuer also is required to deliver to the Trustee, within 30 days after the occurrence thereof, written notice of any events of which it is aware which would constitute certain Defaults, their status and what action the Issuer is taking or proposing to take in respect thereof.

Amendments and Waivers

Subject to certain exceptions, the Indenture, the Notes and the Intercreditor Deed may be amended or supplemented with the consent of the holders of a majority in principal amount of the Notes then outstanding (including without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes) and, subject to certain exceptions, any past default or compliance with any provisions of the Indenture, the Notes and the Intercreditor Deeds may be waived with the consent of the holders of a majority in principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes) *provided, however* that if any amendment, waiver or other modification will only affect the Sterling Notes or the Dollar Notes only the consent of the holders of at least a majority in principal amount of the then outstanding Sterling Notes or Dollar Notes (and not the consent of at least a majority of all Notes then outstanding), as the case may be, shall be required. However, unless consented to by the holders of at least 90% of the aggregate principal amount of then outstanding Notes (*provided, however* that if any amendment, waiver or other modification will only affect the Sterling Notes or the Dollar Notes only the consent of the holders of at least 90% of the aggregate principal amount of the then outstanding Sterling Notes or Dollar Notes (and not the consent of at least 90% of the aggregate principal amount of all Notes then outstanding)), an amendment may not:

(1) reduce the principal amount of Notes whose holders must consent to an amendment or waiver;

(2) reduce the stated rate of or extend the stated time for payment of interest or Additional Amounts on any Note;

(3) reduce the principal of or extend the Stated Maturity of any Note;

(4) whether through an amendment or waiver of provisions in the covenants, definitions or otherwise (i) reduce the premium payable upon the redemption of any Note or change the time at which any Note may be redeemed as described above under "— *Optional Redemption*" (other than the notice provisions), (ii) reduce the premium payable upon repurchase of any Note or change the

time at which any Note is to be repurchased as described under "— *Certain Covenants — Change of Control*" or "— *Certain Covenants — Limitation on Sales of Assets and Subsidiary Stock*" at any time after the obligation to repurchase has arisen or (iii) change any provision relating to the redemption of the Notes described under "— *Senior Notes Escrow Proceeds; Special Mandatory Redemption; Special Optional Redemption*";

(5) make any Note payable in money other than that stated in the Note;

(6) impair the right of any holder to receive payment of, premium, if any, principal of or interest or Additional Amounts, if any, on such holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such holder's Notes;

(7) modify the Note Guarantees in any manner materially adverse to the holders of the Notes, except in accordance with the terms of the Indenture and the Intercreditor Deed; or

(8) make any change in the amendment or waiver provisions described in this sentence.

Notwithstanding the foregoing, with the consent of at least seventy-five per cent (75%) in aggregate principal amount of Notes then outstanding, an amendment or supplement may release any Guarantor from any of its obligations under its Note Guarantee.

Notwithstanding the foregoing, without the consent of any holder, the Issuer and the Trustee may amend the Indenture, the Notes and the Intercreditor Deed to:

(1) cure any ambiguity, omission, defect or inconsistency;

(2) provide for the assumption by a Successor Company of the obligations of the Issuer under the Indenture, the Notes and the Intercreditor Deed;

(3) provide for uncertificated Notes in addition to or in place of certificated Notes;

(4) add guarantees with respect to the Notes;

(5) secure the Notes;

(6) add to the covenants of the Issuer for the benefit of the holders or surrender any right or power conferred upon the Issuer;

(7) make any change that does not adversely affect the rights of any holder;

(8) release the Note Guarantees as provided by the terms of the Indenture;

(9) issue Additional Notes in accordance with the terms of the Indenture;

(10) evidence and provide for the acceptance and appointment under the Indenture of a successor Trustee pursuant to the requirements thereof;

(11) to the extent necessary to grant a security interest for the benefit of any Person; *provided* that the granting of such security interest is permitted by the Indenture and the Intercreditor Deed;

(12) make any amendment to the provisions of the Indenture relating to the transfer and legending of Notes as permitted by the Indenture, including, without limitation to facilitate the issuance and administration of the Notes; provided, however, that (i) compliance with the Indenture as so amended would not result in Notes being transferred in violation of the Securities Act or any applicable securities law and (ii) such amendment does not materially and adversely affect the rights of Holders to transfer Notes.

For purposes of determining whether the holders of the requisite principal amount of Notes have taken any action under the Indenture, the principal amount of Sterling Notes and Dollar Notes shall be deemed to be the Dollar Equivalent of such principal amount of Sterling Notes and Dollar Notes as of (i) if a record date has been set with respect to the taking of such action, such date or (ii) if no such record date has been set, the date the taking of such action by the Holders of such requisite principal amount is certified to the Trustee by the Issuer.

In formulating its opinion on such matters, the Trustee shall be entitled to require and rely on such evidence as it deems appropriate, including an Opinion of Counsel and an Officers' Certificate.

The consent of the holders is not necessary under the Indenture to approve the particular form of any proposed amendment. It is sufficient if such consent approves the substance of the proposed amendment.

A consent to any amendment or waiver under the Indenture by any holder of Notes given in connection with a tender of such holder's Notes will not be rendered invalid by such tender. After an amendment under the Indenture becomes effective, the Issuer is required to mail to the holders a notice briefly describing such amendment. For so long as the Notes are listed on the Luxembourg Stock Exchange and the guidelines of such Stock Exchange so require, the Issuer will notify the Luxembourg Stock Exchange of any such amendment, supplement and waiver.

Defeasance

The Issuer at any time may terminate all of its obligations under the Notes and the Indenture ("legal defeasance"), except for certain obligations, including those respecting the defeasance trust and obligations to register the transfer or exchange of the Notes, to replace mutilated, destroyed, lost or stolen Notes and to maintain a registrar and paying agent in respect of the Notes.

The Issuer at any time may terminate its obligations under the covenants described under "— *Certain Covenants*" (other than clauses (1) and (2) under the second paragraph of "— *Certain Covenants — Merger and Consolidation*") and the default provisions relating to such covenants under "— *Events of Default*" above, the operation of the cross- default upon a payment default, the cross acceleration provisions, the bankruptcy provisions with respect to Significant Subsidiaries, the judgment default provision described under "— *Events of Default*" above and the limitations contained in clauses (3) and (4) under the second paragraph of "— *Certain Covenants — Merger and Consolidation*" above ("covenant defeasance").

The Issuer may exercise its legal defeasance option notwithstanding their prior exercise of their covenant defeasance option. If the Issuer exercises its legal defeasance option, payment of the Notes may not be accelerated because of an Event of Default with respect to the Notes. If the Issuer exercises its covenant defeasance option, payment of the Notes may not be accelerated because of an Event of Default specified in clauses (4), (5), (6), (7) (with respect only to Significant Subsidiaries), (8) or (9) under "— *Events of Default*" above or because of the failure of the Issuer to comply with clauses (3) or (4) under the second paragraph of "— *Certain Covenants — Merger and Consolidation*" above.

In order to exercise its defeasance option, the Issuer must irrevocably deposit in trust (the "defeasance trust") with the Trustee sterling, sterling-denominated UK Government Obligations or a combination thereof (in the case of the Sterling Notes) and dollars, dollar-denominated U.S. Government Obligations or a combination thereof (in the case of the Dollar Notes) for the payment of principal, premium, if any, interest and Additional Amounts, if any, on the Notes to redemption or maturity, as the case may be, and must comply with certain other conditions, including, among other things, delivery to the Trustee of an Opinion of Counsel (subject to customary exceptions and exclusions) to the effect that holders of the Notes will not recognize income, gain or loss for United States Federal income tax purposes as a result of such deposit and defeasance and will be subject to United States Federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred. In the case of legal defeasance only, such Opinion of Counsel must be based on a ruling of the Internal Revenue Service or other change in applicable United States Federal income tax law.

Satisfaction and Discharge

The Indenture and the rights, duties and obligations of the Trustee and the holders under the Intercreditor Deed will be discharged and will cease to be of further effect as to all Notes issued thereunder, or as to the Sterling Notes or Dollar Notes, as applicable, when:

(1) either:

(a) all Notes (or all Sterling Notes or Dollar Notes, as applicable) that have been authenticated, except lost, stolen or destroyed Notes that have been replaced or paid and Notes for whose payment money has been deposited in trust and thereafter repaid to the Issuer, have been delivered to a Paying Agent or Registrar for cancellation; or

(b) (i) all Notes (or all Sterling Notes or Dollar Notes, as applicable) that have not been delivered to a Paying Agent or Registrar for cancellation (x) have become due and payable by reason of the mailing of a notice of redemption or otherwise or (y) will become due and payable within one year and (ii) the Issuer or a Guarantor has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust solely for the benefit of the holders, with respect to the Sterling Notes, cash, Cash Equivalents, UK Government

Obligations or a combination thereof, in each case, denominated in sterling and, with respect to the Dollar Notes, cash, Cash Equivalents, U.S. Government Obligations or a combination thereof, in each case, denominated in U.S. dollars, in amounts as will be sufficient, without consideration of any reinvestment of interest, to pay and discharge the entire Indebtedness on the Notes not delivered to a Paying Agent or Registrar for cancellation for principal, premium and Additional Amounts (if any) and accrued interest to the date of maturity or redemption;

(2) no Default or Event of Default has occurred and is continuing on the date of the deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit) and the deposit will not result in a breach or violation of, or constitute a default under, any other instrument to which the Issuer or a Guarantor is a party or by which the Issuer or a Guarantor is bound;

(3) the Issuer or the Guarantor(s) has paid or caused to be paid all other amounts payable by it under the Indenture; and

(4) the Issuer has delivered irrevocable instructions to the Trustee under the Indenture to apply the deposited money toward the payment of the Notes (or the Sterling Notes or Dollar Notes, as applicable) at maturity or on the redemption date, as the case may be.

In addition, the Issuer must deliver to the Trustee an Officer's Certificate and an opinion of counsel, in each case, stating that all conditions precedent to satisfaction and discharge have been satisfied.

Currency Indemnity

The sole currency of account and payment for all sums payable by the Issuer under the Indenture with respect to the Sterling Notes is pounds sterling and with respect to the Dollar Notes is U.S. dollars. Any amount received or recovered in a currency other than pounds sterling or U.S. dollars, as the case may be, in respect of the Notes (whether as a result of, or the enforcement of, a judgment or order of a court of any jurisdiction, in the winding-up or dissolution of the Issuer, any Subsidiary or otherwise) by the holder in respect of any sum expressed to be due to it from the Issuer will constitute a discharge of the Issuer only to the extent of the sterling or U.S. dollar amount, as the case may be, which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not possible to make that purchase on that date, on the first date on which it is possible to do so). If that sterling amount or U.S. dollar amount, as the case may be, is less than the sterling amount or U.S. dollar amount, as the case may be, expressed to be due to the recipient under any Note, the Issuer will indemnify the recipient against any loss sustained by it as a result. In any event the Issuer will indemnify the recipient against the cost of making any such purchase.

For the purposes of this indemnity, it will be sufficient for the holder to certify that it would have suffered a loss had an actual purchase of pounds sterling or U.S. dollars, as the case may be, been made with the amount so received in that other currency on the date of receipt or recovery (or, if a purchase of sterling or U.S. dollars, as the case may be, on such date had not been practicable, on the first date on which it would have been practicable). These indemnities constitute a separate and independent obligation from the other obligations of the Issuer, will give rise to a separate and independent cause of action, will apply irrespective of any waiver granted by any holder and will continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note or any other judgment or order.

Listing

The Issuer will apply to list the Notes on the Official List of the Luxembourg Stock Exchange and will use all reasonable efforts to have the Notes admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange within a reasonable period after the Issue Date and will maintain such listing as long as the Notes are outstanding; *provided*, *however*, that if the Issuer can no longer maintain such listing or it becomes unduly burdensome to make or maintain such listing (for the avoidance of doubt, preparation of financial statements in accordance with GAAP or any accounting standard other than GAAP and any other standard pursuant to which the Issuer then prepares its financial statements shall be deemed unduly burdensome), the Issuer may cease to make or maintain such listing on the Luxembourg Stock Exchange *provided* that the Issuer will use its reasonable best efforts to obtain and maintain the listing of the Notes on another recognized listing exchange for high yield issuers (which may be a stock

exchange that is not regulated by the European Union). There can be no assurance that the application to list the Notes on the Official List of the Luxembourg Stock Exchange and to admit the Notes on the Euro MTF Market will be approved and settlement of the Notes is not conditioned on obtaining this listing.

So long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted for trading on the Euro MTF Market and the rules of the Luxembourg Stock Exchange shall so require, copies of the financial statements included in this Offering Memorandum may be obtained, free of charge, during normal business hours at the offices of the Paying Agent.

No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee, incorporator, member or stockholder of the Issuer any of its parent companies or any of its Subsidiaries or Affiliates, as such, shall have any liability for any obligations of the Issuer under the Notes or the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver and release may not be effective to waive liabilities under the United States federal securities laws and it is the view of the SEC that such a waiver is against public policy.

Consent to Jurisdiction and Service of Process

The Indenture will provide that the Issuer and each Guarantor will irrevocably appoint Law Debenture Corporate Services Inc. as its agent for service of process in any suit, action or proceeding with respect to the Indenture and the Notes, as the case may be, brought in any federal or state court located in the Borough of Manhattan in the City of New York and that each of the parties submit to the jurisdiction thereof. If for any reason Law Debenture Corporate Services Inc. is unable to serve in such capacity, the Issuer and such Guarantor shall appoint another agent reasonably satisfactory to the Trustee.

Concerning the Trustee

The Bank of New York Mellon, acting through its London Branch, will be the Trustee, Principal Paying Agent and transfer agent with regard to the Notes and will initially act as Paying Agent in London. The Bank of New York Mellon will initially act as Paying Agent in New York and The Bank of New York Mellon (Luxembourg) S.A. will be Registrar with regard to the Notes.

Governing Law

The Indenture will provide that it and the Notes will be governed by, and construed in accordance with, the laws of the State of New York.

Notices

Notices to the holders regarding the Notes will be sent by the Issuer through the newswire service of Bloomberg (or if Bloomberg does not operate, any similar agency). So long as any Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted for trading on the Euro MTF Market of the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, any such notice to the holders of the relevant Notes shall also be published in a newspaper having a general circulation in Luxembourg or, to the extent and in the manner permitted by such rules, posted on the official website of the Luxembourg Stock Exchange and, in connection with any redemption, the Issuer will notify the Luxembourg Stock Exchange of any change in the principal amount of Notes outstanding. Additionally, in the event the Notes are in the form of Definitive Notes, notices will be sent, by first-class mail, with a copy to the Trustee, to each holder of the Notes at such holder's address as it appears on the registration books of the Registrar. If publication as provided above is not practicable, notice will be given in such other manner, and shall be deemed to have been given on such date, as the Trustee may approve. If and so long as such Notes are listed on any other securities exchange, notices will also be given in accordance with any applicable requirements of such securities exchange. Notices given by publication will be deemed given on the first date on which publication is made and notices given by first-class mail, postage prepaid, will be deemed given five calendar days after mailing.

Prescription

Claims against the Issuer for the payment of principal or Additional Amounts, if any, on the Notes will be prescribed ten years after the applicable due date for payment thereof. Claims against the Issuer for the payment of interest on the Notes will be prescribed five years after the applicable due date for payment of interest.

Certain Definitions

"Acquired Indebtedness" means Indebtedness (i) of a Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary or (ii) assumed in connection with the acquisition of assets from such Person, in each case whether or not Incurred by such Person in connection with, or in anticipation or contemplation of, such Person becoming a Restricted Subsidiary or such acquisition. Acquired Indebtedness shall be deemed to have been Incurred, with respect to clause (i) of the preceding sentence, on the date such Person becomes a Restricted Subsidiary and, with respect to clause (ii) of the preceding sentence, on the date of consummation of such acquisition of assets.

"2006 Indenture" means the indenture dated as of July 25, 2006 between the Issuer, NTL Incorporated, NTL:Telewest LLC, NTL Holdings Inc., NTL (UK) Group, Inc., NTL Communications Limited, NTL Investment Holdings Limited, The Bank of New York Mellon, acting through its London Branch, as trustee and paying agent and The Bank of New York (Luxembourg) S.A. as Luxembourg paying agent.

"Additional Assets" means:

(1) any property or assets (other than Indebtedness and Capital Stock) to be used by the Issuer or a Restricted Subsidiary in a Related Business or are otherwise useful in a Related Business (it being understood that capital expenditure on property or assets already used in a Related Business or to replace any property or assets that are the subject of such Asset Disposition or any operating expenses Incurred in the day-to-day operations of a Related Business shall be deemed an Investment in Additional Assets);

(2) the Capital Stock of a Person that is engaged in a Related Business and becomes a Restricted Subsidiary as a result of the acquisition of such Capital Stock by the Issuer or a Restricted Subsidiary; or

(3) Capital Stock constituting a minority interest in any Person that at such time is a Restricted Subsidiary.

"Affiliate" of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Applicable Premium" means, in the case of the Sterling Notes, the Sterling Applicable Premium and, in the case of the Dollar Notes, the Dollar Applicable Premium.

"Asset Disposition" means any direct or indirect sale, lease (other than an operating lease entered into in the ordinary course of business), transfer, issuance or other disposition, or a series of related sales, leases (other than an operating lease entered into in the ordinary course of business), transfers, issuances or dispositions that are part of a common plan, of shares of Capital Stock of a Subsidiary (other than directors' qualifying shares), property or other assets (each referred to for the purposes of this definition as a "disposition") by the Issuer or any of the Restricted Subsidiaries, including any disposition by means of a merger, consolidation or similar transaction.

Notwithstanding the preceding, the following items shall not be deemed to be Asset Dispositions:

(1) a disposition by a Restricted Subsidiary to the Issuer or by the Issuer or a Restricted Subsidiary (other than a Receivables Entity) to a Restricted Subsidiary;

(2) the sale or disposition of cash or of Cash Equivalents or Investment Grade Securities in the ordinary course of business;

(3) a disposition of inventory, consumer equipment, trading stock, communications capacity or other assets in the ordinary course of business;

(4) a disposition of obsolete or worn out equipment or equipment that is no longer useful in the conduct of the business of the Issuer and the Restricted Subsidiaries and that is disposed of in each case in the ordinary course of business;

(5) transactions permitted under "— *Certain Covenants — Merger and Consolidation*" or a transaction that constitutes a Change of Control;

(6) an issuance of Capital Stock by a Restricted Subsidiary to the Issuer or to another Restricted Subsidiary;

(7) for purposes of "— *Certain Covenants — Limitation on Sales of Assets and Subsidiary Stock*" only, the making of a Permitted Investment or a disposition subject to "— *Certain Covenants — Limitation on Restricted Payments*";

(8) dispositions of assets in a single transaction or series of related transactions with an aggregate fair market value in any calendar year of less than £10.0 million (with unused amounts in any calendar year being carried over to the next succeeding year subject to a maximum of £10.0 million of carried over amounts for any calendar year);

(9) dispositions in connection with Permitted Liens;

(10) dispositions of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements;

(11) the licensing or sublicensing of intellectual property or other general intangibles and licenses, sublicenses, leases or subleases of other property;

(12) foreclosure, condemnation or similar action with respect to any property or other assets;

(13) the sale or discount (with or without recourse, and on customary or commercially reasonable terms) of accounts receivable or notes receivable arising in the ordinary course of business, or the conversion or exchange of accounts receivable for notes receivable;

(14) sales of accounts receivable and related assets or an interest therein of the type specified in the definition of "Qualified Receivables Transaction" to a Receivables Entity;

(15) any disposition of Capital Stock, Indebtedness or other securities of an Unrestricted Subsidiary;

(16) any disposition of Capital Stock of a Restricted Subsidiary pursuant to an agreement or other obligation with or to a Person (other than the Issuer or a Restricted Subsidiary) from whom such Restricted Subsidiary was acquired or from whom such Restricted Subsidiary acquired its business and assets (having been newly formed in connection with such acquisition), made as part of such acquisition and in each case comprising all or a portion of the consideration in respect of such sale or acquisition;

(17) any surrender or waiver of contract rights or the settlement, release or surrender of contract, tort or other claims of any kind;

(18) (a) disposals of assets, rights or revenue not constituting part of the Distribution Business of the Issuer and the Restricted Subsidiaries, and (b) other disposals of non-core assets acquired in connection with any acquisition permitted under the Indenture;

(19) disposals of assets or Capital Stock acquired in an acquisition within 6 months of such acquisition which the Issuer or any Restricted Subsidiary is required by a regulatory authority or court of competent jurisdiction to dispose of;

(20) disposals of other interests in other entities in an amount not to exceed £5.0 million; and

(21) any other disposal of assets comprising in aggregate percentage value of 10% or less of the Total Assets of the Issuer and the Restricted Subsidiaries as set forth in the most recent audited consolidated financial statements of the Issuer delivered to the holders of the Notes pursuant to the covenant described under "— *Certain Covenants — Reports*".

"Board of Directors" means, as to any Person, the board of directors of such Person or any duly authorized committee thereof; *provided*, any action required to be taken under the Indenture by the Board of Directors of the Issuer can, in the alternative, at the option of the Issuer, be taken by the Board of Directors of the Ultimate Parent.

"Bridge Facility Agreements" means (i) the Senior Secured Bridge Facility and (ii) the Senior Bridge Facility.

"Business Day" means each day that is not a Saturday, Sunday or other day on which banking institutions in New York, New York or London, England are authorized or required by law to close.

"Business Division Transaction" means any creation or participation in any joint venture with respect to any assets, undertakings and/or businesses of the Issuer and the Restricted Subsidiaries which comprise all or part of the Virgin Media Business division (or its predecessor or successors), to or with any other entity or person whether or not the Issuer or any of the Restricted Subsidiaries, excluding the contribution to (but not the use by) any joint venture of the backbone assets utilized by the Issuer and the Restricted Subsidiaries and excluding any Subsidiary included in or owned by the Virgin Media Business division but not engaged in the business of that division.

"Capital Stock" of any Person means any and all shares, interests, rights to purchase, warrants, options, participation or other equivalents of interests in (however designated) equity of such Person, including any Preferred Stock, but excluding any debt securities convertible into such equity.

"Capitalized Lease Obligation" means an obligation that is required to be classified and accounted for as a capitalized lease for financial reporting purposes in accordance with GAAP. The amount of Indebtedness represented by such obligation will be the capitalized amount of such obligation at the time any determination thereof is to be made as determined in accordance with GAAP, and the Stated Maturity thereof will be the date of the last payment of rent or any other amount due under such lease prior to the first date such lease may be terminated without penalty, provided that, upon a change in generally accepted accounting principles eliminating the difference in treatment of operating leases and capital leases, "capital lease" shall be deemed to be a leasing arrangement where the net present value of the payments (using an interest rate determined with reference to yield to maturity in the trading markets for the issue at the date of the lease of VM FinanceCo's unsecured senior notes with the longest maturity date at the date of the lease exceeds 90% of the fair value of the asset.

"Cash Equivalents" means:

(1) securities issued or directly and fully guaranteed or insured by the United States Government or a member state of the European Union as of January 1, 2004 (each a "Qualified Country") or any agency or instrumentality thereof (*provided* that the full faith and credit of such Qualified Country is pledged in support thereof), having maturities of not more than one year from the date of acquisition;

(2) marketable general obligations issued by any political subdivision of any Qualified Country or any public instrumentality thereof maturing within one year from the date of acquisition of the United States (*provided* that the full faith and credit of the Qualified Country is pledged in support thereof) and, at the time of acquisition, having a credit rating of "A2" or better from either Standard & Poor's Ratings Services or Moody's Investors Service, Inc.;

(3) certificates of deposit, time deposits, eurodollar time deposits, overnight bank deposits or bankers' acceptances having maturities of not more than one year from the date of acquisition thereof issued by any lender party to any Credit Facility or by any bank or trust company (x) the long-term debt of which is rated at the time of acquisition thereof at least "A" or the equivalent thereof by Standard & Poor's Ratings Services, or "A" or the equivalent thereof by Moody's Investors Service, Inc. (or if at the time neither is issuing comparable ratings, then a comparable rating of another nationally recognized rating agency);

(4) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (1), (2) and (3) entered into with any bank meeting the qualifications specified in clause (3) above;

(5) commercial paper rated at the time of acquisition thereof at least "A-2" or the equivalent thereof by Standard & Poor's Ratings Services or "P-2" or the equivalent thereof by Moody's Investors Service, Inc., or carrying an equivalent rating by an internationally recognized rating agency, if

both of the two named rating agencies cease publishing ratings of investments, and in any case maturing within one year after the date of acquisition thereof; and

(6) interests in any investment company or money market fund which invests 95% or more of its assets in instruments of the type specified in clauses (1) through (5) above.

"Change of Control" means:

(1) Virgin Media Communications (a) ceases to be the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of the Issuer and (b) ceases, by virtue of any powers conferred by the articles of association or other documents regulating the Issuer to, directly or indirectly, direct or cause the direction of management and policies of the Issuer;

(2) The sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation) in one or a series of related transactions, of all or substantially all of the assets of the Issuer and the Restricted Subsidiaries taken as a whole to any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) other than a Permitted Holder; or

(3) The adoption by the stockholders of the Issuer of a plan or proposal for the liquidation or dissolution of the Issuer, other than a transaction complying with the covenant described under "*— Certain Covenants — Merger and Consolidation*",

provided that a Change of Control shall not be deemed to have occurred pursuant to clause (1) of this definition upon the consummation of the Post-Closing Reorganization or a Spin-Off.

Notwithstanding the foregoing, upon consummation of the Post-Closing Reorganization or a Spin-Off, "Virgin Media Communications" in clause (1) will be replaced with New Immediate Holdco, in respect of the Post-Closing Reorganization, and the Spin Parent, in respect of a Spin-Off.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Common Stock" means, with respect to any Person, any and all shares, interests or other participations in, and other equivalents (however designated and whether voting or nonvoting) of such Person's common stock whether or not outstanding on the Issue Date, and includes, without limitation, all series and classes of such common stock.

"Consolidated EBITDA" means, for any period, without duplication, the Consolidated Net Income for such period, plus the following to the extent deducted in calculating such Consolidated Net Income:

(1) Consolidated Interest Expense;

(2) Consolidated Income Taxes;

(3) consolidated depreciation expense;

(4) consolidated amortization expense;

(5) any reasonable expenses, charges or other costs related to any Equity Offering, Permitted Investment, acquisition, recapitalization or the Incurrence of any Indebtedness permitted by the Indenture, in each case, as determined in good faith by an Officer of the Issuer and without duplication of any amounts excluded under clause (3) of the definition of "Consolidated Net Income";

(6) the amount of Management Fees and other monitoring and advisory fees and related expenses paid in such period to the Permitted Holders to the extent permitted by the covenant described under "*— Certain Covenants — Limitation on Affiliate Transactions*"; and

(7) other non-cash charges reducing Consolidated Net Income (excluding any such non-cash charge to the extent it represents an accrual of or reserve for cash charges in any future period) less other non- cash items of income increasing Consolidated Net Income (excluding any such non-cash item of income to the extent it represents a receipt of cash payments in any future period),

Notwithstanding the foregoing, the provision for taxes and the depreciation, amortization and non-cash items of a Restricted Subsidiary shall be added to Consolidated Net Income to compute Consolidated EBITDA only to the extent (and in the same proportion, including by reason of minority interests) that the net income or loss of such Restricted Subsidiary was included in calculating

Consolidated Net Income and only if a corresponding amount would be permitted at the date of determination to be distributed to the Issuer by such Restricted Subsidiary without prior approval (that has not been obtained), pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, governmental rules and regulations applicable to such Restricted Subsidiary or its shareholders (other than any restriction specified in sub-clauses (a) through (d) of clause (2) of the definition of "Consolidated Net Income").

"Consolidated Income Taxes" means taxes based on income, profits or capital of any of the Issuer and the Restricted Subsidiaries whether or not paid, estimated, accrued or required to be remitted to any governmental authority taken into account in calculating Consolidated Net Income.

"Consolidated Interest Expense" means, for any period the consolidated net interest income/expense of the Issuer and the Restricted Subsidiaries (in each case, determined on the basis of GAAP), whether paid or accrued, including any such interest and charges consisting of:

(1) interest expense attributable to Capitalized Lease Obligations;

(2) amortization of debt discount and debt issuance cost;

(3) non-cash interest expense;

(4) commissions, discounts and other fees and charges owed with respect to financings not included in clause (2) above;

(5) costs associated with Hedging Obligations;

(6) dividends on other distributions in respect of all Disqualified Stock of the Issuer and all Preferred Stock of any Restricted Subsidiary, to the extent held by Persons other than the Issuer or a Subsidiary of the Issuer;

(7) the consolidated interest expense that was capitalized during such period; and

(8) interest actually paid by the Issuer or any Restricted Subsidiary, under any Guarantee of Indebtedness or other obligation of any other Person.

"Consolidated Leverage Ratio", as of any date of determination, means the ratio of:

(1) the outstanding Indebtedness (other than (x) any Indebtedness under a Permitted Revolving Credit Facility, (y) Subordinated Shareholder Loans and (z) any Indebtedness which is a contingent obligation of the Issuer or a Restricted Subsidiary) of the Issuer and the Restricted Subsidiaries on a Consolidated basis; to

(2) the *Pro forma* EBITDA for the period of the most recent two consecutive fiscal quarters for which financial statements have previously been furnished to holders of the Notes pursuant to the covenant described under "— *Certain Covenants — Reports*", multiplied by 2.0.

"Consolidated Net Income" means, for any period, net income (loss) of the Issuer and the Restricted Subsidiaries determined on a consolidated basis on the basis of GAAP; *provided, however*, that there will not be included in such Consolidated Net Income:

(1) subject to the limitations contained in clause (3) below, any net income (loss) of any Person (other than the Issuer) if such Person is not a Restricted Subsidiary, except that (A) the Company's equity in the net income of any such Person for such period will be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed by such Person during such period to the Issuer or a Restricted Subsidiary as a dividend or other distribution or return on investment (subject, in the case of a dividend or other distribution or return on investment to a Restricted Subsidiary, to the limitations contained in clause (2) below); and (B) the Company's equity in a net loss of any such Person (other than an Unrestricted Subsidiary) for such period will be included in determining such Consolidated Net Income to the extent such loss has been funded with cash from the Issuer or a Restricted Subsidiary;

(2) any net income (loss) of any Restricted Subsidiary if such Subsidiary is subject to restrictions, directly or indirectly, on the payment of dividends or the making of distributions by such Restricted Subsidiary, directly or indirectly, to the Issuer by operation of the terms of such Restricted Subsidiary's charter or any agreement, instrument, judgment, decree, order, statute or governmental rule or regulation applicable to such Restricted Subsidiary or its shareholders

(other than (a) restrictions that have been waived or otherwise released, (b) restrictions pursuant to the Notes or the Indenture, (c) restrictions in effect on the Issue Date with respect to a Restricted Subsidiary (including pursuant to the Notes, the Senior Credit Facility, the Bridge Facility Agreements, the Existing Senior Secured Notes, the Existing Senior Notes or the Senior Notes) and other restrictions with respect to any Restricted Subsidiary that, taken as a whole, are not materially less favorable to the holders than restrictions in effect on the Issue Date and (d) restrictions as in effect on the Issue Date specified in clause (8), or restrictions specified in clause (10), of the second paragraph of the covenant described under *"— Certain Covenants — Limitation on Restrictions on Distributions from Restricted Subsidiaries*"), except that the Company's equity in the net income of any such Restricted Subsidiary for such period will be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed or that could have been distributed by such Restricted Subsidiary during such period to the Issuer or another Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend to another Restricted Subsidiary, to the limitation contained in this clause);

(3) any net gain (or loss) realized upon the sale or other disposition of any asset or disposed operations of the Issuer or any Restricted Subsidiary which is not sold or otherwise disposed of in the ordinary course of business (as determined in good faith by the Board of Directors or senior management of the Issuer);

(4) the cumulative effect of a change in accounting principles;

(5) any non-cash compensation charge arising from any grant of stock, stock options or other equity based awards;

(6) all deferred financing costs written off and premiums paid in connection with any early extinguishment of Indebtedness and any net gain (loss) from any write-off or forgiveness of Indebtedness;

(7) any unrealized gains or losses in respect of Hedging Obligations;

(8) any goodwill or other intangible asset impairment charge or write-off;

(9) the impact of capitalized interest on Subordinated Shareholder Loans; and

(10) any derivative instruments gains or losses, foreign exchange gains or losses, and gains or losses associated with fair value adjustment on financial instruments.

"Consolidation" means the consolidation of the accounts of each of the Restricted Subsidiaries with those of the Issuer in accordance with GAAP consistently applied; *provided, however*, that "Consolidation" will not include consolidation of the accounts of any Unrestricted Subsidiary, but the interest of the Issuer or any Restricted Subsidiary in an Unrestricted Subsidiary will be accounted for as an investment. The term "Consolidated" has a correlative meaning.

"Content" means any rights to broadcast, transmit, distribute or otherwise make available for viewing, exhibition or reception (whether in analogue or digital format and whether as a channel or an internet service, a teletext-type service, an interactive service, or an enhanced television service or any part of any of the foregoing, or on a pay-per-view basis, or near video-on-demand, or video-on-demand basis or otherwise) any one or more of audio and/or visual images, audio content, or interactive content (including hyperlinks, re-purposed web-site content, database content plus associated templates, formatting information and other data including any interactive applications or functionality), text, data, graphics, or other content, by means of any means of distribution, transmission or delivery system or technology (whether now known or herein after invented).

"Convertible Senior Notes" means the $1,000,000,000 of 6.50% Convertible Senior Notes due 2016 issued pursuant to an indenture dated as of April 16, 2008 between Virgin Media and the Bank of New York Mellon, acting through its London Branch, as trustee, as amended or supplemented from time or any refinancing or replacement thereof (including successive refinancings).

"Credit Facility" means, one or more debt facilities or arrangements (including, without limitation, the Senior Credit Facility or any Permitted Revolving Credit Facility) or commercial paper facilities with banks or other institutions or investors providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such institutions or to special purpose entities formed to borrow from such institutions against such receivables), letters of credit or other Indebtedness,

in each case, as amended, restated, modified, renewed, refunded, replaced, restructured, refinanced, repaid, increased or extended in whole or in part from time to time (and whether in whole or in part and whether or not with the original administrative agent and lenders or another administrative agent or agents or other banks or institutions or investors and whether provided under the Senior Credit Facility, a Permitted Revolving Credit Facility,or one or more other credit or other agreements, indentures, financing agreements or otherwise) and in each case including all agreements, instruments and documents executed and delivered pursuant to or in connection with the foregoing (including but not limited to any notes and letters of credit issued pursuant thereto and any guarantee and collateral agreement, patent and trademark security agreement, mortgages or letter of credit applications and other guarantees, pledges, agreements, security agreements and collateral documents). Without limiting the generality of the foregoing, the term "Credit Facility" shall include any agreement or instrument (i) changing the maturity of any Indebtedness Incurred thereunder or contemplated thereby, (ii) adding Subsidiaries of the Issuer as additional borrowers or guarantors thereunder, (iii) increasing the amount of Indebtedness Incurred thereunder or available to be borrowed thereunder or (iv) otherwise altering the terms and conditions thereof.

"Currency Agreement" means, in respect of a Person, any foreign exchange contract, currency swap agreement, futures contract, option contract, derivative or other similar agreement as to which such Person is a party or a beneficiary.

"Default" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"Designated Non-Cash Consideration" means the fair market value (as determined in good faith by the Board of Directors or senior management of the Issuer) of non-cash consideration received by the Issuer or one of the Restricted Subsidiaries in connection with an Asset Disposition that is so designated as Designated Non-Cash Consideration pursuant to an Officer's Certificate, setting forth the basis of such valuation, less the amount of cash or Cash Equivalents received in connection with a subsequent payment, redemption, retirement, sale or other disposition of such Designated Non-Cash Consideration. A particular item of Designated Non-Cash Consideration will no longer be considered to be outstanding when and to the extent it has been paid, redeemed or otherwise retired or sold or otherwise disposed of in compliance with the covenant described under "*— Certain Covenants — Limitation on Sales of Assets and Subsidiary Stock*."

"Designated Senior Indebtedness" means any Senior Indebtedness of any Subsidiary Guarantor (other than Bank Indebtedness) which at the time of determination exceeds £75 million in aggregate principal amount (or accreted value in the case of Indebtedness issued at a discount) outstanding or available under a committed facility, which is specifically designated in the instrument evidencing such Senior Indebtedness as "Designated Senior Indebtedness" by such Person and as to which the Trustee has been given written notice of such designation.

"Disqualified Stock" means, with respect to any Person, any Capital Stock of such Person which by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event:

(1) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise;

(2) is convertible or exchangeable for Indebtedness or Disqualified Stock (excluding Capital Stock which is convertible or exchangeable solely at the option of the Issuer or a Restricted Subsidiary); or

(3) is redeemable at the option of the holder of the Capital Stock in whole or in part, in each case on or prior to the earlier of the date (a) of the Stated Maturity of the Notes or (b) on which there are no Notes outstanding, *provided* that only the portion of Capital Stock which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date will be deemed to be Disqualified Stock; *provided*, *further* that any Capital Stock that would constitute Disqualified Stock solely because the holders thereof have the right to require the Issuer to repurchase such Capital Stock upon the occurrence of a change of control or asset sale (each defined in a substantially identical manner to the corresponding definitions in the Indenture) shall not constitute Disqualified Stock if the terms of such Capital Stock (and all such securities into which it is convertible or for which it is ratable or exchangeable), *provided* that the Issuer may not repurchase or redeem any such Capital Stock (and all such securities into which it is convertible or for which it is ratable or exchangeable) pursuant to such provision prior to compliance by the Issuer with the provisions of the Indenture

described under the captions "— *Certain Covenants — Change of Control*" and " — *Certain Covenants — Limitation on Sales of Assets and Subsidiary Stock*" and such repurchase or redemption complies with "— *Certain Covenants — Limitation on Restricted Payments*".

"Distribution Business" means: (1) the business of upgrading, constructing, creating, developing, acquiring, operating, owning, leasing and maintaining cable television networks (including for avoidance of doubt master antenna television, satellite master antenna television, single and multi-channel microwave single or multi-point distribution systems and direct-to-home satellite systems) for the transmission, reception and/or delivery of multi-channel television and radio programming, telephony and internet and/or data services to the residential markets; or (2) any business which is incidental to or related to and, in either case, material to such business.

"Dollar Equivalent" means with respect to any monetary amount in pounds sterling, at any time for the determination thereof, the amount of U.S. Dollars obtained by converting the pounds sterling involved in such computation into U.S. Dollars at the spot rate for the purchase of U.S. Dollars with pounds sterling as published by Bloomberg on the date two Business Days prior to such determination.

"Dollar Applicable Premium" means with respect to a Dollar Note at any redemption date prior to , 2018, the excess of (A) the present value at such redemption date of (1) the redemption price of such Dollar Note on , 2018 (such redemption price being described under "*Optional Redemption — Optional Redemption on or after , 2018*" exclusive of any accrued and unpaid interest) plus (2) all required remaining scheduled interest payments due on such Dollar Note through , 2018 (but excluding accrued and unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate plus 50 basis points over (B) the principal amount of such Dollar Note on such redemption date.

"Equity Offering" means a sale of (a) Capital Stock of the Issuer (other than Disqualified Stock), or (b) Capital Stock of a Parent the proceeds of which are contributed as equity share capital to the Issuer or (c) Subordinated Shareholder Loans.

"Exchange Act" means the United States Securities Exchange Act of 1934, as amended.

"Excluded Contribution" means Net Cash Proceeds or property or assets received by the Issuer as capital contributions to the Issuer after the Issue Date or from the issuance or sale (other than to a Restricted Subsidiary) of Capital Stock (other than Disqualified Stock) of the Issuer, in each case to the extent designated as an Excluded Contribution pursuant to an Officers' Certificate of the Issuer.

"Existing Credit Facility" means the Senior Facilities Agreement dated March 16, 2010 between Virgin Media and the other parties thereto, as the same may be amended, modified, supplemented, extended or replaced from time to time, in each case in accordance with the terms of the Indenture.

"Existing Senior Notes" means (i) the $600 million of 8.375% Senior Notes due 2019, (ii) the £350 million of 8.875% Senior Notes due 2019, (iii) the $500 million 5.25% Senior Notes due 2022, (iv) the $900 million 4.875% Senior Notes due 2022 and (v) the £400 million 5.125% Senior Notes due 2022, issued by VM FinanceCo pursuant to the relevant Existing Senior Notes Indenture.

"Existing Senior Notes Indentures" means collectively (i) the indenture dated as of November 9, 2009, among VM FinanceCo, Virgin Media Inc., the Issuer, Virgin Media Group LLC, Virgin Media Holdings Inc., Virgin Media (UK) Group, Inc., Virgin Media Communications Limited, the VM Secured Finance, the Bank of New York Mellon, acting through its London Branch, as trustee and paying agent and The Bank of New York Mellon (Luxembourg) S.A. as Luxembourg paying agent, as amended or supplemented from time to time, (ii) the indenture dated as of June 3, 2009, among VM FinanceCo, Virgin Media Inc., the Issuer, Virgin Media Group LLC, Virgin Media Holdings Inc., Virgin Media (UK) Group, Inc., Virgin Media Communications Limited, the VM Secured Finance, the Bank of New York Mellon, acting through its London Branch, as trustee and paying agent and The Bank of New York Mellon (Luxembourg) S.A. as Luxembourg paying agent, as amended or supplemented from time to time, (iii) the indenture dated as of March 13, 2012, among VM FinanceCo, Virgin Media Inc., the Issuer, Virgin Media Group LLC, Virgin Media Holdings Inc., Virgin Media (UK) Group, Inc., Virgin Media Communications Limited, the VM Secured Finance, the Bank of New York Mellon, acting through its London Branch, as trustee and paying agent and The Bank of New York Mellon (Luxembourg) S.A. as Luxembourg paying agent, as amended or supplemented from time to time, and (iv) the indenture dated as of October 30, 2012, among VM FinanceCo, Virgin Media Inc., the Issuer, Virgin Media Group LLC, Virgin Media Holdings Inc., Virgin Media (UK) Group, Inc., Virgin Media Communications Limited, the VM Secured

Finance, the Bank of New York Mellon, acting through its London Branch, as trustee and paying agent and The Bank of New York Mellon (Luxembourg) S.A. as Luxembourg paying agent, as amended or supplemented from time to time.

"Existing Senior Secured Notes" means the (i) $1 billion of 6.50% Senior Secured Notes due 2018, (ii) the £875 million of 7.00% Senior Secured Notes due 2018, (iii) the £650 million 5.50% Senior Secured Notes due 2021 and (iv) the $500 million 5.25% Senior Secured Notes due 2021, issued by the Issuer pursuant to relevant Existing Senior Secured Notes Indenture;

"Existing Senior Secured Notes Indentures" means collectively (i) the indenture dated as of January 19, 2010 among the Issuer, Virgin Media Inc., VM FinanceCo, Virgin Media Investment Holdings Limited, the guarantors parties thereto, the Bank of New York Mellon, acting through its London Branch, as trustee and paying agent and The Bank of New York Mellon (Luxembourg) S.A. as Luxembourg paying agent, as amended or supplemented from time to time and (ii) the indenture dated as of March 3, 2011 among the Issuer, Virgin Media Inc., VM FinanceCo, Virgin Media Investment Holdings Limited, the guarantors parties thereto, the Bank of New York Mellon, acting through its London Branch, as trustee and paying agent and The Bank of New York Mellon (Luxembourg) S.A. as Luxembourg paying agent, as amended or supplemented from time to time.

"fair market value" unless otherwise specified, wherever such term is used in the Indenture (except as otherwise specifically provided in this "*Description of the Senior Notes*"), may be conclusively established by means of an Officer's Certificate or a resolution of the Board of Directors of the Issuer setting out such fair market value as determined by such Officer or such Board of Directors in good faith.

"GAAP" means generally accepted accounting principles in the United States of America as in effect as of the Issue Date. All ratios and computations based on GAAP contained in the Indenture shall be computed in conformity with GAAP as in effect at the Issue Date. At any time after the Issue Date, the Issuer may elect to apply for all purposes of the Indenture, in lieu of GAAP, IFRS and, upon such election, references to GAAP herein will be construed to mean IFRS as in effect at the Issue Date; provided that (1) all financial statements and reports to be provided, after such election, pursuant to the Indenture shall be prepared on the basis of IFRS as in effect from time to time (including that, upon first reporting its fiscal year results under IFRS, the Issuer shall restate its financial statements on the basis of IFRS for the fiscal year ending immediately prior to the first fiscal year for which financial statements have been prepared on the basis of IFRS), and (2) from and after such election, all ratios, computations, and other determinations based on GAAP contained in the Indenture shall still be required to be computed in conformity with GAAP. Thereafter, the Issuer may re-elect to apply for all purposes of the Indenture, in lieu of IFRS, GAAP, subject to the foregoing.

"Gilt Rate" means, as of any redemption date, the yield to maturity as of such redemption date of UK Government Obligations with a fixed maturity (as compiled by the Office for National Statistics and published in the most recent Financial Statistics that have become publicly available at least two Business Days in London prior to such redemption date (or, if such Financial Statistics are no longer published, any publicly available source of similar market data selected by the Issuer in good faith)) most nearly equal to the period from such redemption date to , 2018; provided, however, that if the period from such redemption date to , 2018 is not equal to the fixed maturity of UK Government Obligations for which a yield is given, the Gilt Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the yields of UK Government Obligations for which such yields are given, except that if the period from such redemption date to , 2018 is less than one year, the weekly average yield on actually traded UK Government Obligations denominated in sterling adjusted to a fixed maturity of one year shall be used.

"Group Intercreditor Deed" means the Group Intercreditor Deed originally entered into on March 3, 2006 and as amended from time to time, between Deutsche Bank AG London Branch as Facility Agent and Security Trustee, the Original Borrowers, the Original Guarantors, the Senior Lenders, the Lessors, the Lessees, the Hedge Counterparties, the Lessor's Agent, the Intergroup Debtors and the Intergroup Creditors (each as defined therein) as the same may be amended, modified, supplemented, extended or replaced from time to time.

"guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person and any obligation, direct or indirect, contingent or otherwise, of such Person:

(1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise); or

(2) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); *provided*, *however*, that the term "guarantee" will not include endorsements for collection or deposit in the ordinary course of business. The term "guarantee" used as a verb has a corresponding meaning. "guarantor" means the obligor under a guarantee.

"Guarantor" means (1) each of the Parent Guarantors and the Subsidiary Guarantors in its capacity as guarantor of the Notes and (2) each Additional Guarantor in its capacity as an additional guarantor of the Notes.

"Hedging Obligations" of any Person means the obligations of such Person pursuant to any Interest Rate Agreement or Currency Agreement.

"holder" means a Person in whose name a Note is registered on the Registrar's books.

"Holding Company" means, in relation to a person, an entity of which that person is a Subsidiary.

"IFRS" means the accounting standards issued by the International Accounting Standards Board and its predecessors as in effect on the Issue Date.

"Incur" means issue, create, assume, guarantee, incur or otherwise become liable for; *provided*, *however*, that any Indebtedness or Capital Stock of a Person existing at the time such person becomes a Restricted Subsidiary (whether by merger, consolidation, acquisition or otherwise) will be deemed to be Incurred by such Restricted Subsidiary at the time it becomes a Restricted Subsidiary; and the terms "Incurred" and "Incurrence" have meanings correlative to the foregoing.

"Indebtedness" means, with respect to any Person on any date of determination (without duplication):

(1) money borrowed or raised and debit balances at banks;

(2) any bond, note, loan stock, debenture or similar debt instrument;

(3) acceptance or documentary credit facilities;

(4) receivables sold or discounted (otherwise than on a non-recourse basis and other than in the normal course of business for collections);

(5) payments for assets acquired or services supplied deferred for a period of over 180 days (or 360 days if such deferral is in accordance with the terms pursuant to which the relevant assets were or are to be acquired or services were or are to be supplied) after the relevant assets were or are to be acquired or the relevant services were or are to be supplied;

(6) Capitalized Lease Obligations (excluding network and duct leases, as well as leases in respect of systems, cables and other equipment related to the networks or ducts) of such Person;

(7) any other transaction (including without limitation forward sale or purchase agreements) having the commercial effect of a borrowing or raising of money or any of (2) to (6) above;

(8) the principal component or liquidation preference of all obligations of such Person with respect to the redemption, repayment or other repurchase of any Disqualified Stock or, with respect to any Restricted Subsidiary, any Preferred Stock (but excluding, in each case, any accrued dividends); and

(9) the principal component of Indebtedness of other Persons to the extent guaranteed by such Person to the extent not otherwise included in the Indebtedness of such Person,

provided that Indebtedness which has been cash-collateralized shall not be included in any calculation of Indebtedness to the extent so cash-collateralized.

Notwithstanding the foregoing, "Indebtedness" shall not include any deposits or prepayments received by the Issuer or a Restricted Subsidiary from a customer or subscriber for its service. The amount of Indebtedness of any Person at any date will be the outstanding balance at such date of all unconditional obligations as described above and the maximum liability, upon the occurrence of the contingency giving rise to the obligation, of any contingent obligations at such date.

"Independent Financial Advisor" means an accounting, appraisal or investment banking firm of nationally recognized standing that is, in the good faith judgment of the Board of Directors or senior management of the Issuer, qualified to perform the task for which it has been engaged.

"Initial Public Offering" means an Equity Offering of common stock or other common equity interests of the Issuer or any direct or indirect parent company of the Issuer (the "IPO Entity") following which there is a Public Market and, as a result of which, the shares of the common stock or other common equity interests of the IPO Entity in such offering are listed on an internationally recognized exchange or traded on an internationally recognized market.

"Intercreditor Deed" means the Intercreditor Deed first entered into among the Issuer, VMIH, Credit Suisse First Boston, The Bank of New York and the senior lenders party thereto, on April 13, 2004, as the same may be amended, modified, supplemented, extended or replaced from time to time, in each case in accordance with the terms of the Indenture.

"Interest Rate Agreement" means, with respect to any Person, any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement or other similar agreement or arrangement as to which such Person is party or a beneficiary.

"Intra-Group Services" means any of the following (provided that the terms of each such transaction are no less favorable, taken as a whole, to the Issuer or a Restricted Subsidiary, as the case may be, than those that could be obtained in a comparable transaction in arm's length dealings with a Person that is not an Affiliate):

(1) the sale of programming or other content by the Ultimate Parent or any of its Subsidiaries to the Issuer or any Restricted Subsidiary;

(2) the lease or sublease of office space, other premises or equipment by the Issuer or the Restricted Subsidiaries to the Ultimate Parent or any of its Subsidiaries or by the Ultimate Parent or any of its Subsidiaries to the Issuer or the Restricted Subsidiaries;

(3) the provision or receipt of other administrative services, facilities or other arrangements (in each case not constituting Indebtedness) in the ordinary course of business, by the Issuer or the Restricted Subsidiaries to or from the Ultimate Parent or any of its Subsidiaries, including, without limitation, (a) the employment of personnel, (b) provision of employee healthcare or other benefits, (c) acting as agent to buy equipment, other assets or services or to trade with residential or business customers, and (d) the provision of audit, accounting, banking, IT, telephony, office, administrative, compliance, payroll or other similar services; and

(4) the extension, in the ordinary course of business and on terms no less favorable to the Issuer or the Restricted Subsidiaries than arm's length terms, by or to the Issuer or the Restricted Subsidiaries to or by the Ultimate Parent or any of its Subsidiaries of trade credit not constituting Indebtedness in relation to the provision or receipt of Intra-Group Services referred to in paragraphs (1), (2) or (3) above.

"Investment" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of any direct or indirect advance, loan (other than advances or extensions of credit to customers in the ordinary course of business) or other extensions of credit (including by way of guarantee or similar arrangement, but excluding any debt or extension of credit represented by a bank deposit other than a time deposit) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition of Capital Stock, Indebtedness or other similar instruments issued by, such Person and all other items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP; *provided* that none of the following will be deemed to be an Investment:

(1) Hedging Obligations entered into in the ordinary course of business and in compliance with the Indenture;

(2) endorsements of negotiable instruments and documents in the ordinary course of business; and

(3) an acquisition of assets, Capital Stock or other securities by the Issuer or a Subsidiary for consideration to the extent such consideration consists of Common Stock of the Issuer.

For purposes of the definition of "Unrestricted Subsidiary" and " — *Certain Covenants — Limitation on Restricted Payments*":

(1) "Investment" will include the portion (proportionate to the Company's equity interest in a Restricted Subsidiary to be designated as an Unrestricted Subsidiary) of the fair market value of the net assets of such Restricted Subsidiary at the time that such Restricted Subsidiary is designated an Unrestricted Subsidiary; *provided*, *however*, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Issuer will be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary in an amount (if positive) equal to (a) the Company's "Investment" in such Subsidiary at the time of such redesignation less (b) the portion (proportionate to the Company's equity interest in such Subsidiary) of the fair market value of the net assets (as conclusively determined by the Board of Directors or senior management of the Issuer in good faith) of such Subsidiary at the time that such Subsidiary is so redesignated a Restricted Subsidiary; and

(2) any property transferred to or from an Unrestricted Subsidiary will be valued at its fair market value at the time of such transfer, in each case as determined in good faith by the Board of Directors or senior management of the Issuer.

If the Issuer or a Restricted Subsidiary transfers, conveys, sells, leases or otherwise disposes of Voting Stock of a Restricted Subsidiary such that such Subsidiary is no longer a Restricted Subsidiary, then the Investment of the Issuer in such Person shall be deemed to have been made as of the date of such transfer or other disposition in an amount equal to the fair market value (as determined by the Board of Directors or senior management of the Issuer in good faith).

"Investment Grade Securities" means:

(1) securities issued by the U.S. government or by any agency or instrumentality thereof (other than Cash Equivalents) or directly and fully guaranteed or insured by the U.S. government and in each case with maturities not exceeding two years from the date of the acquisition;

(2) securities issued by or a member of the European Union as of January 1, 2004, or any agency or instrumentality thereof (other than Cash Equivalents) or directly and fully guaranteed or insured by a member of the European Union as of January 1, 2004, and in each case with maturities not exceeding two years from the date of the acquisition;

(3) debt securities or debt instruments with a rating of A or higher by Standard & Poor's Ratings Services or A-2 or higher by Moody's Investors Service, Inc. or the equivalent of such rating by such rating organization, or if no rating of Standard & Poor's Ratings Services or Moody's Investors Service, Inc. then exists, the equivalent of such rating by any other nationally recognized securities ratings agency, by excluding any debt securities or instruments constituting loans or advances among the Issuer and its Subsidiaries;

(4) investments in any fund that invests exclusively in investments of the type described in clauses (1) through (3) which fund may also hold immaterial amounts of cash and Cash Equivalents pending investment and/or distribution; and

(5) corresponding instruments in countries other than those identified in clauses (1) and (2) above customarily utilized for high quality investments and, in each case, with maturities not exceeding two years from the date of the acquisition.

"Investment Grade Status" shall occur when the Notes receive both of the following:

(1) a rating of "Baa3" (or the equivalent) or higher from Moody's Investors Service, Inc. or any of its successors or assigns; and

(2) a rating of "BBB-" (or the equivalent) or higher from Standard & Poor's Ratings Services, or any of its successors or assigns,

in each case, with a "stable outlook" from such rating agency.

"IPO Market Capitalization" means an amount equal to (i) the total number of issued and outstanding shares of Capital Stock of the IPO Entity at the time of closing of the Initial Public Offering multiplied by (ii) the price per share at which such shares of common stock or common equity interests are sold in such Initial Public Offering.

"Issue Date" means the date of first issuance of the Notes.

"Law" means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any governmental authority, in each case whether or not having the force of law.

"Lien" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including any conditional sale or other title retention agreement or lease in the nature thereof).

"LGI" means Liberty Global, Inc., a Delaware corporation, and any successor (by merger, consolidation, transfer, conversion of legal form or otherwise) to all or substantially all of its assets.

"Management Fees" means any management, consultancy or similar fees payable by the Issuer or any Restricted Subsidiary.

"Market Capitalization" means an amount equal to (i) the total number of issued and outstanding shares of Capital Stock of the IPO Entity on the date of the declaration of the relevant dividend, multiplied by (ii) the arithmetic mean of the closing prices per share of such Capital Stock for the 30 consecutive trading days immediately preceding the date of the declaration of such dividend.

"Merger Agreement" "refers to that certain merger agreement dated as of February 5, 2013 by and between LGI, Virgin Media and the subsidiaries of LGI party thereto, as amended or supplemented from time to time as permitted hereunder.

"Merger Date" means the date on which the Merger has been consummated pursuant to the terms of the Merger Agreement.

"Net Available Cash" from an Asset Disposition means cash payments received (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise and net proceeds from the sale or other disposition of any securities received as consideration, but only as and when received, but excluding any other consideration received in the form of assumption by the acquiring person of Indebtedness or other obligations relating to the properties or assets that are the subject of such Asset Disposition or received in any other non-cash form) therefrom, in each case net of:

(1) all legal, accounting, investment banking, title and recording tax expenses, commissions and other fees and expenses Incurred, and all federal, state, provincial, foreign and local taxes required to be paid or accrued as a liability under GAAP (after taking into account any available tax credits or deductions and any tax sharing agreements), as a consequence of such Asset Disposition;

(2) all payments made on any Indebtedness which is secured by any assets subject to such Asset Disposition, in accordance with the terms of any Lien upon such assets, or which must by its terms, or in order to obtain a necessary consent to such Asset Disposition, or by applicable law be repaid out of the proceeds from such Asset Disposition;

(3) all distributions and other payments required to be made to minority interest holders in Subsidiaries or joint ventures as a result of such Asset Disposition; and

(4) the deduction of appropriate amounts to be provided by the seller as a reserve, in accordance with GAAP, against any liabilities associated with the assets disposed of in such Asset Disposition and retained by the Issuer or any Restricted Subsidiary after such Asset Disposition.

"Net Cash Proceeds", with respect to any issuance or sale of Capital Stock, means the cash proceeds of such issuance or sale net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, listing fees, discounts or commissions and brokerage, consultant and other fees and charges actually Incurred in connection with such issuance or sale and net of taxes paid or payable as a result of such issuance or sale (after taking into account any available tax credit or deductions and any tax sharing arrangements).

"New Immediate Holdco" means the direct Subsidiary of the Ultimate Parent following the Post Closing Reorganization.

"New ListCo" means Lynx Europe Limited, together with its successors.

"Non-Recourse Debt" means Indebtedness of a Person:

(1) as to which neither the Issuer nor any Restricted Subsidiary (a) provides any guarantee or credit support of any kind (including any undertaking, guarantee, indemnity, agreement or instrument that would constitute Indebtedness) or (b) is directly or indirectly liable (as a guarantor or otherwise);

(2) no default with respect to which (including any rights that the holders thereof may have to take enforcement action against an Unrestricted Subsidiary) would permit (upon notice, lapse of time or both) any holder of any other Indebtedness of the Issuer or any Restricted Subsidiary to declare a default under such other Indebtedness or cause the payment thereof to be accelerated or payable prior to its stated maturity; and

(3) the explicit terms of which provide there is no recourse against any of the assets of the Issuer or the Restricted Subsidiaries.

"Officer" of any Person means the Chairman of the Board of Directors, the Chief Executive Officer, the Chief Financial Officer, Deputy Chief Financial Officer, the President, any Vice President, any Managing Director, the Treasurer, Assistant Treasurer, the Secretary or Assistant Secretary, or any Director of such Person.

"Officers' Certificate" means a certificate signed by an Officer.

"Opinion of Counsel" means a written opinion from legal counsel who is reasonably acceptable to the Trustee. The counsel may be an employee of or counsel to the Issuer or the Trustee.

"Parent" means the Ultimate Parent, any Subsidiary of the Ultimate Parent of which the Issuer is a Subsidiary on the Issue Date and any other Person of which the Issuer at any time is or becomes a Subsidiary after the Issue Date.

"Parent Expenses" means:

(1) costs (including all professional fees and expenses) Incurred by any Parent in connection with reporting obligations under or otherwise Incurred in connection with compliance with applicable laws, applicable rules or regulations of any governmental, regulatory or self-regulatory body or stock exchange, the Indenture or any other agreement or instrument relating to Indebtedness of the Issuer or any Restricted Subsidiary;

(2) indemnification obligations of any Parent owing to directors, officers, employees or other Persons under its charter or by-laws or pursuant to written agreements with any such Person with respect to its ownership or the Issuer or the conduct of the business of the Issuer and the Restricted Subsidiaries;

(3) obligations of any Parent in respect of director and officer insurance (including premiums therefor) with respect to its ownership or the Issuer or the conduct of the business of the Issuer and the Restricted Subsidiaries; and

(4) general corporate overhead expenses, including professional fees and expenses and other operational expenses of any Parent related to the ownership or operation of the business of the Issuer or any of the Restricted Subsidiaries, including acquisitions by the Issuer or the Subsidiaries permitted hereunder (whether or not successful), in each case, to the extent such costs, obligations and/or expenses are not paid by another Subsidiary of such Parent.

"Pari Passu Indebtedness" means Indebtedness of the Issuer that ranks equally or junior in right of payment with the Notes or the Issuer's Note Guarantee (taking the Intercreditor Deed into account).

"Permitted Asset Swap" means the concurrent purchase and sale or exchange of related business assets or a combination of related business, cash and Cash Equivalents between the Issuer or any of the Restricted Subsidiaries and another Person.

"Permitted Business" means any business:

(1) engaged in by the Issuer or any Restricted Subsidiary on the Issue Date;

(2) that consists of the upgrade, construction, creation, development, marketing, acquisition (to the extent permitted under this Indenture), operation, utilization and maintenance of networks that use existing or future technology for the transmission, reception and delivery of voice, video and/or other data (including networks that transmit, receive and/or deliver services such as multi-channel television and radio, programming, telephony, Internet services and content, high speed data transmission, video, multi-media and related activities); or

(3) that supports, is incidental, ancillary or complementary to or is related to any such business including, without limitation, all forms of television, telephony and internet services and any services relating to carriers, networks, broadcast or communications services, or Content; or

(4) that comprises being a Holding Company of one or more persons engaged in such business.

"Permitted Holders" means, collectively, (1) the Ultimate Parent, (2) in the event of a Spin-Off, the Spin Parent and any Subsidiary of the Spin Parent, (3) any Affiliate or Related Person of a Permitted Holder described in clause (1) above, and any successor to such Permitted Holder, Affiliate, or Related Person, (3) any Person who is acting as an underwriter in connection with any public or private offering of Capital Stock of the Issuer, acting in such capacity and (4) any "person" or "group" of related persons (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) whose acquisition of "beneficial ownership" (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act) of Voting Stock or of all or substantially all of the assets of the Issuer and the Restricted Subsidiaries (taken as a whole) constitutes a Change of Control in respect of which a Change of Control Offer is made in accordance with the requirements of the covenant described under "— *Certain Covenants — Change of Control*".

"Permitted Investment" means an Investment by the Issuer or any Restricted Subsidiary in:

(1) the Issuer or a Restricted Subsidiary (other than a Receivables Entity) or a Person which will, upon the making of such Investment, become a Restricted Subsidiary (other than a Receivables Entity);

(2) another Person if as a result of such Investment such other Person is merged or consolidated with or into, or transfers or conveys all or substantially all its assets to, the Issuer or a Restricted Subsidiary (other than a Receivables Entity);

(3) cash and Cash Equivalents or Investment Grade Securities;

(4) receivables owing to the Issuer or any Restricted Subsidiary created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms; *provided*, *however*, that such trade terms may include such concessionary trade terms as the Issuer or any such Restricted Subsidiary deems reasonable under the circumstances;

(5) payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business;

(6) loans or advances to employees made in the ordinary course of business consistent with past practices of the Issuer or such Restricted Subsidiary;

(7) Capital Stock, obligations or securities received in settlement of debts created in the ordinary course of business and owing to the Issuer or any Restricted Subsidiary, or as a result of foreclosure, perfection or enforcement of any Lien, or in satisfaction of judgments or pursuant to any plan of reorganization or similar arrangement including upon the bankruptcy or insolvency of a debtor;

(8) Investments made as a result of the receipt of non-cash consideration from a sale or other disposition of property or assets, including without limitation an Asset Disposition, in each case, that was made in compliance with "— *Certain Covenants — Limitation on Sales of Assets and Subsidiary Stock*" and other Investments resulting from the disposition of assets in transactions excluded from the definition of "Asset Disposition" pursuant to the exclusions from such definition;

(9) Investments in existence on, or made pursuant to legally binding commitments in existence on, the Issue Date;

(10) Currency Agreements and Interest Rate Agreements and related Hedging Obligations, which transactions or obligations are Incurred in compliance with "— *Certain Covenants — Limitation on Indebtedness*";

(11) Investments by the Issuer or any of the Restricted Subsidiaries, together with all other Investments pursuant to this clause (11), in an aggregate amount at the time of such Investment not to exceed 2.5% of Total Assets at any one time, *provided* that, if an Investment is made pursuant to this clause in a Person that is not a Restricted Subsidiary and such Person subsequently becomes a Restricted Subsidiary or is subsequently designated a Restricted Subsidiary pursuant to the covenant described under "— *Certain Covenants — Limitation on Restricted Payments*", such Investment shall thereafter be deemed to have been made pursuant to clause (1) or (2) of the definition of "Permitted Investments" and not this clause;

(12) Investments by the Issuer or a Restricted Subsidiary in a Receivables Entity or any Investment by a Receivables Entity in any other Person, in each case, in connection with a Qualified Receivables Transaction, *provided*, *however*, that any Investment in any such Person is in the form of a Purchase Money Note, or any equity interest or interests in Receivables and related assets generated by the Issuer or a Restricted Subsidiary and transferred to any Person in connection with a Qualified Receivables Transaction or any such Person owning such Receivables;

(13) guarantees issued in accordance with "— *Certain Covenants — Limitation on Indebtedness*" and other guarantees (and similar arrangements) of obligations not constituting Indebtedness;

(14) pledges or deposits (x) with respect to leases or utilities provided to third parties in the ordinary course of business or (y) otherwise described in the definition of "Permitted Liens" or made in connection with Liens permitted under the covenant described under "— *Certain Covenants — Limitation on Liens*";

(15) the Notes, the Existing Senior Notes, the Senior Secured Notes and the Existing Senior Secured Notes;

(16) so long as no Default or Event of Default of the type specified in clause (1) or (2) under "— *Events of Default*" has occurred and is continuing, (a) minority Investments in any Person engaged in a Permitted Business and (b) Investments in joint ventures that conduct a Permitted Business to the extent that, after giving *pro forma* effect to any such Investment, the Consolidated Leverage Ratio for the Issuer and the Restricted Subsidiaries would not exceed 5.00 to 1.00;

(17) any Investment to the extent made using as consideration Capital Stock of the Issuer (other than Disqualified Stock), Subordinated Shareholder Loans or Capital Stock of any Parent;

(18) Investments acquired after the Issue Date as a result of the acquisition by the Issuer or a Restricted Subsidiary, including by way of merger, amalgamation or consolidation with or into the Issuer or any Restricted Subsidiary in a transaction that is not prohibited by the covenant described above under the caption "— *Certain Covenants — Merger and Consolidation*" after the Issue Date to the extent that such Investments were not made in contemplation of such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(19) Permitted Joint Ventures;

(20) [Reserved];

(21) Investments resulting from the disposition of assets in transactions excluded from the definition of "Asset Disposition" pursuant to the exclusions from such definition;

(22) any Person where such Investment was acquired by the Issuer or any other Restricted Subsidiary (i) in exchange for any other Investment or accounts receivable held by the Issuer or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of the Issuer of such other Investment or accounts receivable or (ii) as a result of a foreclosure by the Issuer or any such Restricted Subsidiary with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(23) Investments made after the Issue Date and prior to the Merger Date to the extent such Investments are not prohibited under the Merger Agreement; provided that such Investments were not made at the request of, or consented to by, the Ultimate Parent or any of its Affiliates.

"Permitted Joint Ventures" means one or more joint ventures formed by the contribution of some or all of the assets of the Virgin Media Business division pursuant to a Business Division Transaction to a joint venture formed by the Issuer or any of the Restricted Subsidiaries with one or more joint venturers.

"Permitted Liens" means:

(1) Liens on Receivables and related assets of the type described in the definition of "Qualified Receivables Transaction" Incurred in connection with a Qualified Receivables Transaction;

(2) pledges or deposits by such Person under workmen's compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or deposits to secure public or statutory obligations of such Person or deposits of cash or United States government bonds to secure surety or appeal bonds to which such Person is a party, or deposits as security for contested taxes or import or customs duties or for the payment of rent, in each case Incurred in the ordinary course of business;

(3) Liens imposed by law, including carriers', warehousemen's, mechanics' landlords', materialmen's and repairmen's or other like Liens, in each case for sums not yet due or being contested in good faith by appropriate proceedings if a reserve or other appropriate provisions, if any, as shall be required by GAAP, shall have been made in respect thereof;

(4) Liens for taxes, assessments or other governmental charges not yet subject to penalties for non-payment or which are being contested in good faith by appropriate proceedings provided appropriate reserves required pursuant to GAAP have been made in respect thereof;

(5) Liens in favor of issuers of surety or performance bonds or letters of credit or bankers' acceptances issued pursuant to the request of and for the account of such Person in the ordinary course of its business;

(6) encumbrances, ground leases, easements or reservations of, or rights of others for, licenses, rights of way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning, building codes or other restrictions (including, without limitation, minor defects or irregularities in title and similar encumbrances) as to the use of real properties or Liens incidental to the conduct of the business of the Issuer and the Restricted Subsidiaries or to the ownership of its properties which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of the Issuer and the Restricted Subsidiaries;

(7) [Reserved];

(8) leases, licenses, subleases and sublicenses of assets (including, without limitation, real property and intellectual property rights) which do not materially interfere with the ordinary conduct of the business of the Issuer or the Restricted Subsidiaries;

(9) Liens arising out of judgments, decrees, orders or awards not giving rise to an Event of Default so long as such Lien is adequately bonded and any appropriate legal proceedings which may have been duly initiated for the review of such judgment, decree, order or award have not been finally terminated or the period within which such proceedings may be initiated has not expired;

(10) Liens for the purpose of securing the payment of all or a part of the purchase price of, or Capitalized Lease Obligations, Purchase Money Obligations or other payments Incurred to finance the acquisition, improvement or construction of, assets or property acquired or constructed in the ordinary course of business provided that such Liens do not encumber any other assets or property of the Issuer or the Restricted Subsidiaries other than such assets or property and assets affixed or appurtenant thereto;

(11) Liens arising solely by virtue of any statutory or common law provisions relating to banker's Liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a depositary institution; *provided* that such deposit account is not intended by the Issuer or the Restricted Subsidiaries to provide collateral to the depository institution;

(12) Liens arising from United States Uniform Commercial Code financing statement filings (or similar filings in other applicable jurisdictions) regarding operating leases entered into by the Issuer and the Restricted Subsidiaries in the ordinary course of business;

(13) (i) Liens on rights, property and assets of the Restricted Subsidiaries to secure Indebtedness to the extent Incurred in compliance with the first paragraph or clauses (1), (3), (7), (12), (16) and (18) under the second paragraph of the covenant described under "— *Limitation on Indebtedness*" and guarantees thereof (ii) Liens on rights, property and assets of the Issuer to secure guarantees of Indebtedness to the extent such Indebtedness was Incurred in compliance with the first paragraph or clauses (1), (3), (7), (12), (16) and (18) under the second paragraph of the covenant described under "— *Limitation on Indebtedness*";

(14) Liens securing obligations under any Additional Notes (as defined in each of the indentures for the Senior Secured Notes and the Existing Senior Secured Notes) and guarantees thereof;

(15) Liens existing on, or provided for under written arrangements existing on, the Issue Date;

(16) Liens on property, other assets or shares of stock of a Person at the time such Person becomes a Restricted Subsidiary; *provided*, *however*, that any such Lien may not extend to any other property owned by the Issuer or any other Restricted Subsidiary;

(17) Liens on property at the time the Issuer or a Restricted Subsidiary acquired the property, including any acquisition by means of a merger or consolidation with or into any Restricted Subsidiary; *provided*, *however*, that such Liens are not created, Incurred or assumed in connection with, or in contemplation of, such acquisition; *provided further*, *however*, that such Liens may not extend to any other property owned by the Issuer or such Restricted Subsidiary;

(18) Liens securing Indebtedness or other obligations of a Restricted Subsidiary owing to the Issuer or another Restricted Subsidiary;

(19) [Reserved];

(20) Liens securing Refinancing Indebtedness Incurred to refinance Indebtedness that was previously so secured, provided that any such Lien is limited to all or part of the same property or assets (plus improvements, accessions, proceeds or dividends or distributions in respect thereof) that secured (or, under the written arrangements under which the original Lien arose, could secure) the Indebtedness being refinanced or is in respect of property that is the security for a Permitted Lien hereunder;

(21) Liens securing the Notes or the Note Guarantees;

(22) Liens on Capital Stock or other securities of any Unrestricted Subsidiary that secure Indebtedness or other obligations of such Unrestricted Subsidiary;

(23) any interest or title of a lessor under any Capitalized Lease Obligations or operating leases;

(24) any encumbrance or restriction (including, but not limited to, put and call arrangements) with respect to Capital Stock of any joint venture or similar arrangement pursuant to any joint venture or similar agreement;

(25) Liens over rights under loan agreements relating to, or over notes or similar instruments evidencing, the on-loan of proceeds received by a Restricted Subsidiary from the issuance of Indebtedness, which Liens are created to secure payment of such Indebtedness;

(26) Liens of a Restricted Subsidiary that is not the Issuer or a Guarantor securing Indebtedness of a Restricted Subsidiary that is not the Issuer or a Guarantor;

(27) any Liens in respect of the ownership interests in, or assets owned by, any joint ventures securing obligations of such joint ventures; and

(28) Liens Incurred with respect to obligations that do not exceed the greater of (i) £80.0 million and (ii) 2.0% of Total Assets at any time outstanding.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company, government or any agency or political subdivision hereof or any other entity.

"Permitted Revolving Credit Facility" means, one or more debt facilities or arrangements (including, without limitation, the Senior Credit Facility) that may be entered into by Issuer and the Restricted Subsidiaries providing for revolving credit loans, letters of credit or other revolving Indebtedness or other advances up to a maximum aggregate principal amount of £500,000,000.

"Preferred Stock", as applied to the Capital Stock of any corporation, means Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such corporation, over shares of Capital Stock of any other class of such corporation.

"*Pro forma* EBITDA" means, for any period, the Consolidated EBITDA of the Issuer and the Restricted Subsidiaries, *provided*, *however*, that for the purposes of calculating *Pro forma* EBITDA for such period, if, as of such date of determination:

(1) since the beginning of such period the Issuer or any Restricted Subsidiary will have made any Asset Disposition or disposed of any company, any business, or any group of assets constituting an operating unit of a business (any such disposition, a "Sale") or if the transaction giving rise to the need to calculate the Consolidated Leverage Ratio is such a Sale, *Pro forma* EBITDA for such period will be reduced by an amount equal to the Consolidated EBITDA (if positive) attributable to the assets which are the subject of such Sale for such period or increased by an amount equal to the Consolidated EBITDA (if negative) attributable thereto for such period;

(2) since the beginning of such period the Issuer or any Restricted Subsidiary (by merger or otherwise) will have made an Investment in any Person that thereby becomes a Restricted Subsidiary, or otherwise acquires any company, any business, or any group of assets constituting an operating unit of a business (any such Investment or acquisition, a "Purchase") including any such Purchase occurring in connection with a transaction causing a calculation to be made hereunder, Consolidated EBITDA for such period will be calculated after giving *pro forma* effect thereto as if such Purchase occurred on the first day of such period; and

(3) since the beginning of such period any Person (that became a Restricted Subsidiary or was merged with or into the Issuer or any Restricted Subsidiary since the beginning of such period) will have made any Sale or any Purchase that would have required an adjustment pursuant to clause (1) or (2) above if made by the Issuer or a Restricted Subsidiary since the beginning of such period, Consolidated EBITDA for such period will be calculated after giving *pro forma* effect thereto as if such Sale or Purchase occurred on the first day of such period.

For purposes of this definition and the definition of Consolidated Leverage Ratio, (i) whenever *pro forma* effect is to be given to any transaction or calculation under this definition, the *pro forma* calculations will be as determined in good faith by a responsible financial or accounting officer of the Company (including without limitation in respect of anticipated expense and cost reductions), (ii) in determining the amount of Indebtedness outstanding on any date of determination, *pro forma* effect shall be given to any Incurrence, repayment, repurchase, defeasance or other acquisition, retirement or discharge of Indebtedness as if such transaction had occurred on the first day of the relevant period and (iii) interest on any Indebtedness that bears interest at a floating rate and that is being given pro forma effect shall be calculated as if the rate in effect on the date of calculation had been applicable for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness).

"Public Debt" means any Indebtedness consisting of bonds, debentures, notes or other similar debt securities issued in (1) a public offering registered under the Securities Act or (2) a private placement to institutional investors that is underwritten for resale in accordance with Rule 144A or Regulation S under the Securities Act, whether or not it includes registration rights entitling the holders of such debt securities to registration thereof with the SEC for public resale. The term "Public Debt" (a) shall not include the Notes (or any Additional Notes) and (b) for the avoidance of doubt, shall not be construed to include any Indebtedness issued to institutional investors in a direct placement of such Indebtedness that is not underwritten by an intermediary (it being understood that, without limiting the foregoing, a financing that is distributed to not more than ten Persons (*provided* that multiple managed accounts and affiliates of any such Persons shall be treated as one Person for the purposes of this definition) shall be deemed not to be underwritten), or any Indebtedness under the Senior Credit Facility or a Permitted Revolving Credit Facility, commercial bank or similar Indebtedness, Capitalized Lease Obligation or recourse transfer of any financial asset or any other type of Indebtedness incurred in a manner not customarily viewed as a "securities offering".

"Public Market" means any time after an Equity Offering has been consummated, shares of common stock or other common equity interests of the IPO Entity having a market value in excess of £75 million on the date of such Equity Offering have been distributed pursuant to such Equity Offering.

"Public Offering" means any offering, including an Initial Public Offering, of shares of common stock or other common equity interests that are listed on an exchange or publicly offered (which shall include any offering pursuant to Rule 144A and/or Regulation S under the Securities Act to professional market investors or similar persons).

"Public Offering Expenses" means expenses Incurred by any Parent in connection with any public offering of Capital Stock or Indebtedness (whether or not successful):

(1) where the net proceeds of such offering are intended to be received by or contributed or loaned to the Issuer or a Restricted Subsidiary; or

(2) in a prorated amount of such expenses in proportion to the amount of such net proceeds intended to be so received, contributed or loaned; or

(3) otherwise on an interim basis prior to completion of such offering so long as any Parent shall cause the amount of such expenses to be repaid to the Issuer or the relevant Restricted Subsidiary out of the proceeds of such offering promptly if completed, in each case, to the extent such expenses are not paid by another Subsidiary such Parent.

"Purchase Money Note" means a promissory note of a Receivables Entity evidencing the deferred purchase price of Receivables (and related assets) and/or a line of credit, which may be irrevocable, from the Issuer or any Restricted Subsidiary in connection with a Qualified Receivables Transaction with a Receivables Entity, which deferred purchase price or line is repayable from cash available to the Receivables Entity, other than amounts required to be established as reserves pursuant to agreements, amounts paid to investors in respect of interest, principal and other amounts owing to such investors and amounts owing to such investors and amounts paid in connection with the purchase of newly generated Receivables.

"Purchase Money Obligations" means any Indebtedness Incurred to finance or refinance the acquisition, leasing, construction or improvement of property (real or personal) or assets (including Capital Stock), and whether acquired through the direct acquisition of such property or assets or the acquisition of the Capital Stock of any Person owning such property or assets, or otherwise.

"Qualified Receivables Transaction" means any transaction or series of transactions that may be entered into by the Issuer or any of the Restricted Subsidiaries pursuant to which the Issuer or any of the Restricted Subsidiaries may sell, convey or otherwise transfer to (1) a Receivables Entity (in the case of a transfer by the Issuer or any of the Restricted Subsidiaries) and (2) any other Person (in the case of a transfer by a Receivables Entity), or may grant a security interest in, any Receivables (whether now existing or arising in the future) of the Issuer or any of the Restricted Subsidiaries, and any assets related thereto including, without limitation, all collateral securing such Receivables, all contracts and all guarantees or other obligations in respect of such accounts receivable, the proceeds of such Receivables and other assets which are customarily transferred, or in respect of which security interests are customarily granted, in connection with asset securitization involving Receivables.

"Receivable" means a right to receive payment arising from a sale or lease of goods or the performance of services by a Person pursuant to an arrangement with another Person pursuant to which such other Person is obligated to pay for goods or services under terms that permit the purchase of such goods and services on credit and shall include, in any event, any items of property that would be classified as an "account", "chattel paper", "payment intangible" or "instrument" under the Uniform Commercial Code as in effect in the State of New York and any "supporting obligations" as so defined.

"Receivables Entity" means a Wholly Owned Subsidiary of the Issuer (or another Person in which the Issuer or any Restricted Subsidiary makes an Investment and to which the Issuer or any Restricted Subsidiary transfers Receivables and related assets) which engages in no activities other than in connection

with the financing of Receivables and which is designated by the Board of Directors of the Issuer (as provided below) as a Receivables Entity:

(1) no portion of the Indebtedness or any other obligations (contingent or otherwise) of which:

(a) is guaranteed by the Issuer or any Restricted Subsidiary (excluding guarantees of Obligations (other than the principal of, and interest on, Indebtedness) pursuant to Standard Securitization Undertakings);

(b) is recourse to or obligates the Issuer or any Restricted Subsidiary in any way other than pursuant to Standard Securitization Undertakings; or

(c) subjects any property or asset of the Issuer or any Restricted Subsidiary, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings;

(2) with which neither the Issuer nor any Restricted Subsidiary has any material contract, agreement, arrangement or understanding (except in connection with a Purchase Money Note or Qualified Receivables Transaction) other than on terms no less favorable to the Issuer or such Restricted Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of the Issuer, other than fees payable in the ordinary course of business in connection with servicing Receivables; and

(3) to which neither the Issuer nor any Restricted Subsidiary has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results.

Any such designation by the Board of Directors of the Issuer shall be evidenced to the Trustee by promptly filing with the Trustee a certified copy of the resolution of the Board of Directors of the Issuer giving effect to such designation and an Officers' Certificate certifying that such designation complied with the foregoing conditions.

"Refinancing Indebtedness" means Indebtedness that is Incurred to refund, refinance, replace, exchange, renew, repay or extend (including pursuant to any defeasance or discharge mechanism) (collectively, "refinance", "refinances", and "refinanced" shall have a correlative meaning) any Indebtedness existing on the date of the Indenture or Incurred in compliance with the Indenture (including Indebtedness of the Issuer that refinances Indebtedness of any Restricted Subsidiary and Indebtedness of any Restricted Subsidiary that refinances Indebtedness of another Restricted Subsidiary) including Indebtedness that refinances Refinancing Indebtedness, including successive refinancings, *provided*, *however*, that:

(1) if the Indebtedness being refinanced constitutes Subordinated Obligations, (a) if the Stated Maturity of the Indebtedness being refinanced is earlier than the Stated Maturity of the Notes, the Refinancing Indebtedness has a Stated Maturity no earlier than the Stated Maturity of the Indebtedness being refinanced or (b) if the Stated Maturity of the Indebtedness being refinanced is later than the Stated Maturity of the Notes, the Refinancing Indebtedness has a Stated Maturity later than the Stated Maturity of the Notes;

(2) such Refinancing Indebtedness is Incurred in an aggregate principal amount (or if issued with original issue discount, an aggregate issue price) that is equal to or less than the sum of the aggregate principal amount (or if issued with original issue discount, the aggregate accreted value) then outstanding of the Indebtedness being refinanced plus an amount to pay any fees and expenses, including premiums and defeasance costs, Incurred in connection therewith; and

(3) if the Indebtedness being refinanced constitutes Subordinated Obligations, such Refinancing Indebtedness is subordinated in right of payment to the Notes on terms at least as favorable to the holders of the Notes as those contained in the documentation governing the Indebtedness being refinanced.

"Related Business" means any business that is the same as or related, ancillary or complementary to, any of the businesses of the Issuer and the Restricted Subsidiaries on the Issue Date.

"Related Person" with respect to any Permitted Holder, means:

(1) any controlling equity holder or majority (or more) owned Subsidiary of such Permitted Holder; or

(2) in the case of an individual, any spouse, family member or relative of such individual, any trust or partnership for the benefit of one or more of such individual and any such spouse, family member or relative, or the estate, executor, administrator, committee or beneficiaries of any thereof; or

(3) any trust, corporation, partnership or other Person for which one or more of the Permitted Holders and other Related Persons of any thereof constitute the beneficiaries, stockholders, partners or owners thereof, or Persons beneficially holding in the aggregate a majority (or more) controlling interest therein.

"Related Taxes" means:

(1) any taxes, including but not limited to sales, use, transfer, rental, *ad valorem*, value added, stamp, property, consumption, franchise, license, capital, registration, business, customs, net worth, gross receipts, excise, occupancy, intangibles or similar taxes (other than (x) taxes measured by income and (y) withholding imposed on payments made by any Parent), required to be paid by any Parent by virtue of its:

(a) being organized or having Capital Stock outstanding (but not by virtue of owning stock or other equity interests of any corporation or other entity other than the Issuer or any of the Issuer's Subsidiaries), or

(b) being a holding company parent of the Issuer or any of the Issuer's Subsidiaries, or

(c) receiving dividends from or other distributions in respect of the Capital Stock of the Issuer, or any of the Issuer's Subsidiaries, or

(d) having guaranteed any obligations of the Issuer or any Subsidiary of the Issuer, or

(e) having made any payment in respect to any of the items for which the Issuer is permitted to make payments to any Parent pursuant to " — *Certain Covenants — Limitation on Restricted Payments*",

in each case, to the extent such taxes are not paid by another Subsidiary or such Parent; or

(2) any taxes measured by income attributable to the Issuer and its Subsidiaries for which any Parent is liable up to an amount not to exceed with respect to such taxes the amount of any such taxes that the Issuer and its Subsidiaries would have been required to pay on a separate company basis or on a consolidated basis if the Issuer and its Subsidiaries had paid tax on a consolidated, combined, group, affiliated or unitary basis on behalf of an affiliated group consisting only of the Issuer and its Subsidiaries and any taxes imposed by way of withholding on payments made by one Parent to another Parent on any financing that is provided, directly or indirectly in relation to the Issuer and its Subsidiaries (reduced by any taxes measured by income actually paid by the Issuer and its Subsidiaries).

"Related Transactions" means (1) any direct or indirect payment by Newco pursuant to the Merger Agreement on the Merger Date, as amended or waived (other than any amendment or waiver materially adverse to the holders of the Notes), (2) any intercompany Indebtedness by the Issuer to any member of the Virgin Group as part of the Debt Pushdown in order to refinance the Existing Credit Facility (provided that such intercompany Indebtedness is extinguished upon completion of the Debt Pushdown), (3) the assumption by VM FinanceCo of all of Newco's obligations under the Senior Notes and the assumption by the Issuer of all of Newco's obligations under the Notes (which assumptions may be in repayment of any loans or advances or return of any Investment contemplated in clause (2) above), (4) the other transactions contemplated by the Debt Pushdown as described in this Offering Memorandum, and (5) payment of fees, costs and expenses in connection with the Merger and the Debt Pushdown as set forth under the caption "*The Transactions*".

"Representative" means any trustee, agent or representative (if any) for an issue of Senior Indebtedness or the provider of Senior Indebtedness (if provided on a bilateral basis), as the case may be.

"Restricted Investment" means any Investment other than a Permitted Investment.

"Restricted Subsidiary" means any Subsidiary of the Issuer together with ntl Glasgow and ntl Kirklees other than an Unrestricted Subsidiary.

"SEC" means the United States Securities and Exchange Commission. "Securities Act" means the United States Securities Act of 1933, as amended.

"Secured Indebtedness" means any Indebtedness of any Person secured by a Lien.

"Senior Bridge Facility" means the senior bridge facility dated on or around the Merger Date, between, among others, the Issuer and certain financial institutions as lenders thereunder, as amended or supplemented from time to time, as described above under "*Description of Other Debt — The Senior Bridge Facility*".

"Senior Credit Facility" means the senior facility agreement dated on or around the Merger Date, between, among others, VMIH and certain financial institutions as Lenders thereunder, as amended or supplemented from time to time, as described above under "*Description of Other Debt — The Senior Credit Facility*".

"Senior Indebtedness" means, whether outstanding on the Issue Date or thereafter Incurred, all amounts payable by, under or in respect of all other Indebtedness of the Issuer or any other Guarantor (including the Issuer), including premiums and accrued and unpaid interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to the Issuer or such other Guarantor at the rate specified in the documentation with respect thereto whether or not a claim for post filing interest is allowed in such proceeding) and fees relating thereto; *provided*, *however*, that Senior Indebtedness will not include:

(1) any Indebtedness Incurred in violation of the Indenture;

(2) any obligation of the Issuer to any Restricted Subsidiary or any obligation of any Guarantor to the Issuer or any Restricted Subsidiary;

(3) any liability for taxes owed or owing by the Issuer or any Restricted Subsidiary;

(4) any accounts payable or other liability to trade creditors arising in the ordinary course of business (including guarantees thereof or instruments evidencing such liabilities);

(5) any Indebtedness, guarantee or obligation of the Issuer or any other Guarantor that is expressly subordinate or junior in right of payment to any other Indebtedness, guarantee or obligation of the Issuer or such other Guarantor, including, without limitation, any Subordinated Obligation; or

(6) any Capital Stock.

"Senior Lenders" means a bank or financial institution or other person which has become a party to the Group Intercreditor Deed as a Senior Lender, in accordance with the applicable provisions thereof.

"Senior Liabilities" means all present and future obligations and liabilities of the obligors to the parties identified in the Group Intercreditor Deed.

"Senior Subordinated Indebtedness" of a Subsidiary Guarantor means any Indebtedness of such Subsidiary Guarantor that specifically provides that such Indebtedness is to rank equally with the Subsidiary Guarantee of such Subsidiary Guarantor in right of payment and is not subordinated by its terms in right of payment to any Indebtedness or other obligation of such Subsidiary Guarantor which is not Senior Indebtedness.

"Senior Secured Bridge Facility" means the senior secured bridge facility to be dated on or about the Merger Date, between, among others, VM Secured Finance or VMIH and certain financial institutions as lenders thereunder, as amended or supplemented from time to time, as described above under "*Description of Other Debt — The Senior Secured Bridge Facility*".

"Senior Secured Notes Indenture" means the indenture governing the Senior Secured Notes to be dated as of the Issue Date, between the Issuer and The Bank of New York Mellon, acting through its London Branch, as trustee, as amended or supplemented from time to time.

"Senior Secured Notes" means collectively (i) the £ aggregate principal amount of % Senior Secured Notes due 2021 and (ii) the $ aggregate principal amount of % Senior Secured Notes due 2021, issued by Lynx I Corp. on the Issue Date.

"Significant Subsidiary" means any Restricted Subsidiary which, together with the Restricted Subsidiaries of such Restricted Subsidiary, accounted for more than 10% of the Total Assets of the Issuer, in each case, for the most recently completed fiscal year.

"Spin-Off" means a transaction by which all outstanding ordinary shares of Virgin Media Communications or a Parent of Virgin Media Communications directly or indirectly owned by the Ultimate Parent are distributed to all of the Ultimate Parent's shareholders in proportion to such shareholders' holdings in the Ultimate Parent at the time of such transaction either directly or indirectly through the distribution of shares in a company holding Virgin Media Communications' shares or Parent's shares.

"Spin Parent" means the company the shares of which are distributed to the shareholders of the Ultimate Parent pursuant to the Spin-Off.

"Standard Securitization Undertakings" means representations, warranties, covenants and indemnities entered into by the Issuer or any Restricted Subsidiary which are reasonably customary in securitization of Receivables transactions.

"Stated Maturity" means, with respect to any security, the date specified in such security as the fixed date on which the payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision, but shall not include any contingent obligations to repay, redeem or repurchase any such principal prior to the date originally scheduled for the payment thereof.

"Sterling Applicable Premium" means with respect to a Sterling Note at any redemption date prior to , 2018, the excess of (A) the present value at such redemption date of (1) the redemption price of such Sterling Note on , 2018 (such redemption price being described under "*Optional Redemption — Optional Redemption on or after , 2018"* exclusive of any accrued and unpaid interest) plus (2) all required remaining scheduled interest payments due on such Sterling Note through , 2018 (but excluding accrued and unpaid interest to the redemption date), computed using a discount rate equal to the Gilt Rate plus 50 basis points over (B) the principal amount of such Sterling Note on such redemption date.

"Sterling Equivalent" means with respect to any monetary amount in a currency other than pounds sterling, at any time of determination thereof, the amount of pounds sterling obtained by converting such foreign currency involved in such computation into pounds sterling at the average of the spot rates for the purchase and sale of pounds sterling with the applicable foreign currency as quoted on or recorded in any recognized source of foreign exchange rates within two Business Days prior to such determination. Whenever it is necessary to determine whether the Issuer has complied with any covenant in the Indenture or whether a Default has occurred and an amount is expressed in a currency other than pounds sterling, such amount shall be treated as the Sterling Equivalent determined as of the date such amount is initially determined in such currency.

"Subordinated Obligation" means, in the case of the Issuer, any Indebtedness of the Issuer (whether outstanding on the Issue Date or thereafter Incurred) which is expressly subordinate or junior in right of payment to the Notes pursuant to a written agreement and, in the case of a Guarantor, any Indebtedness of such Guarantor (whether outstanding on the Issue Date or thereafter Incurred) which is expressly subordinate or junior in right of payment to the Note Guarantee of such Guarantor pursuant to a written agreement.

"Subordinated Shareholder Loans" means Indebtedness of the Issuer (and any security into which such Indebtedness, other than Capital Stock, is convertible or for which it is exchangeable at the option of the holder) issued to and held by any Parent that (either pursuant to its terms or pursuant to an agreement with respect thereto):

(1) does not mature or require any amortization, redemption or other repayment of principal or any sinking fund payment prior to the first anniversary of the Stated Maturity of the Notes (other than through conversion or exchange of such Indebtedness into Capital Stock (other than Disqualified Stock) of the Issuer or any Indebtedness meeting the requirements of this definition);

(2) does not require, prior to the first anniversary of the Stated Maturity of the Notes, payment of cash interest, cash withholding amounts or other cash gross-ups, or any similar cash amounts;

(3) contains no change of control or similar provisions that are effective, and does not accelerate and has no right to declare a default or event of default or take any enforcement action or otherwise require any cash payment prior to the first anniversary of the Stated Maturity or the Notes;

(4) does not provide for or require any security interest or encumbrance over any asset of the Issuer or any of the Restricted Subsidiaries;

(5) is subordinated in right of payment to the prior payment in full of the Notes in the event of (a) a total or partial liquidation, dissolution or winding up of the Issuer, (b) a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to the Issuer or its property, (c) an assignment for the benefit of creditors or (d) any marshalling of the Issuer's assets and liabilities;

(6) under which the Issuer may not make any payment or distribution of any kind or character with respect to any obligations on, or relating to, such Subordinated Shareholder Loans if (x) a payment Default on the Notes occurs and is continuing or (y) any other Default under the Indenture occurs and is continuing on the Notes that permits the holders of the Notes to accelerate their maturity and the Issuer receives notice of such Default from the requisite holders of the Notes, until in each case the earliest of (a) the date on which such Default is cured or waived or (b) 180 days from the date such Default occurs (and only once such notice may be given during any 360 day period); and

(7) under which, if the holder of such Subordinated Shareholder Loans receives a payment or distribution with respect to such Subordinated Shareholder Loan (a) other than in accordance with the Indenture or as a result of a mandatory requirement of applicable law or (b) under circumstances described under clauses (5)(a) through (d) above, such holder will forthwith pay all such amounts to the Trustee or the Security Trustee to be held in trust for application in accordance with the Indenture.

"Subsidiary" of any Person means (a) any corporation, association or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50% of the total ordinary voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof (or persons performing similar functions) or (b) any partnership, joint venture limited liability company or similar entity of which more than 50% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, is, in the case of clauses (a) and (b), at the time owned or controlled, directly or indirectly, by (1) such Person, (2) such Person and one or more Subsidiaries of such Person or (3) one or more Subsidiaries of such Person. Unless otherwise specified herein, each reference to a Subsidiary will refer to a Subsidiary of the Issuer.

"Subsidiary Guarantors" refers to VMIH and VMIL, together with any Person that becomes a Subsidiary Guarantor after the Issue Date pursuant to the terms of the Indenture;

"Successor Reporting Entity" means successor to New ListCo or any Parent of the Issuer that files an Annual Report on Form 10-K with the SEC.

"Tax Sharing Agreement" means the tax cooperation agreement entered into with effect as of the 3rd day of March, 2006, by and between (i) Virgin Media and (ii) VMIH and Telewest Communications Networks Limited, as amended or supplemented from time to time.

"Total Assets" means the consolidated total assets of VMIH and the Restricted Subsidiaries as shown on the most recent balance sheet (excluding the footnotes thereto) of VMIH (and, in the case of any determination relating to any Incurrence of Indebtedness or any Investment, on a pro forma basis including any property or assets being acquired in connection therewith).

"Treasury Rate" means the yield to maturity at the time of computation of U.S. Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) which has become publicly available at least two Business Days (but not more than five Business Days) prior to the redemption date (or, if such statistical release is not so published or available, any publicly available source of similar market date selected by the Issuer in good faith)) most nearly equal to the period from the redemption date to , 2018; provided, however, that if the period from the redemption date to , 2018 is not equal to the constant maturity of a U.S. Treasury security for which a weekly average yield is given, the Treasury Rate shall be obtained by a linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of U.S. Treasury securities for which such yields are given, except that if the period from the redemption date to , 2018 is less than one year, the weekly average yield on actually traded U.S. Treasury securities adjusted to a constant maturity of one year shall be used.

"UK Government Obligations" means sovereign obligations of the UK for the timely payment of which its full faith and credit is pledged, in each case which are payable in pounds sterling and not callable or redeemable at the option of the issuer thereof.

"Ultimate Parent" means New ListCo.

"Unrestricted Subsidiary" means:

(1) any Subsidiary of the Issuer that at the time of determination shall be designated an Unrestricted Subsidiary by the Board of Directors of the Issuer in the manner provided below; and

(2) any Subsidiary of an Unrestricted Subsidiary.

The Board of Directors of the Issuer may designate any Subsidiary of the Issuer (including any newly acquired or newly formed Subsidiary or a Person becoming a Subsidiary through merger or consolidation or Investment therein) to be an Unrestricted Subsidiary only if:

(1) such Subsidiary or any of its Subsidiaries does not own any Capital Stock or Indebtedness of or have any Investment in, or own or hold any Lien on any property of, any other Subsidiary of the Issuer which is not a Subsidiary of the Subsidiary to be so designated or otherwise an Unrestricted Subsidiary;

(2) all the Indebtedness of such Subsidiary and its Subsidiaries shall, at the date of designation, and will at all times thereafter, consist of Non-Recourse Debt;

(3) such designation and the Investment of the Issuer in such Subsidiary complies with "— *Certain Covenants — Limitation on Restricted Payments*"; and

(4) on the date such Subsidiary is designated an Unrestricted Subsidiary, such Subsidiary is not a party to any agreement, contract, arrangement or understanding with the Issuer or any Restricted Subsidiary with terms substantially and materially less favorable to the Issuer or such Restricted Subsidiary than those that might have been obtained from Persons who are not Affiliates of the Issuer, except for any such agreement, contract, arrangement or understanding that would be permitted under " — *Certain Covenants — Limitation on Affiliate Transactions*".

Any such designation by the Board of Directors of the Issuer shall be evidenced to the Trustee by promptly filing with the Trustee a resolution of the Board of Directors of the Issuer giving effect to such designation and an Officers' Certificate certifying that such designation complies with the foregoing conditions. If, at any time, any Unrestricted Subsidiary would fail to meet the foregoing requirements as an Unrestricted Subsidiary, it shall thereafter cease to be an Unrestricted Subsidiary for purposes of the Indenture and any Indebtedness of such Subsidiary shall be deemed to be Incurred as of such date.

The Board of Directors of the Issuer may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; *provided* that immediately after giving effect to such designation, no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof and either (x) the Issuer could Incur at least £1.00 of additional Indebtedness under the first paragraph of the covenant described under the covenant described under "— *Certain Covenants — Limitation on Indebtedness*" or (y) the Consolidated Leverage Ratio would be no greater than it was immediately prior to giving effect to such designation, in each case, on a *pro forma* basis taking into account such designation.

"U.S. Government Obligations" means direct obligations of, or obligations guaranteed by, the United States of America, and the payment for which the United States pledges its full faith and credit.

"Virgin Group" means Virgin Media and its Subsidiaries.

"Virgin Media" means Virgin Media Inc., an indirect parent company of the Issuer, together with its successors (by merger, consolidation, transfer, conversion of legal form or otherwise).

"Virgin Media Communications" means Virgin Media Communications Limited, a company incorporated under the laws of England and Wales, together with its successors (by merger, consolidation, transfer, conversion of legal form or otherwise).

"Virgin Media Holding Company" means any Person of which the Issuer is a direct or indirect Wholly Owned Subsidiary.

"Virgin Reporting Entity" refers to Virgin Media, or following any transaction whereby the Issuer is no longer a direct or indirect Subsidiary of Virgin Media, the Issuer or another Parent of VM FinanceCo.

"Virgin Media Merger Date" means March 3, 2006.

"VM FinanceCo" refers to Virgin Media Finance PLC, a public limited company incorporated under the laws of England and Wales, together with its successors.

"VMIH" refers to Virgin Media Investment Holdings Limited, a direct wholly-owned subsidiary of the Issuer, together with its successors.

"VMIL" refers to Virgin Media Investments Limited, a direct wholly-owned subsidiary of VMIH, together with its successors.

"Voting Stock" of a Person means all classes of Capital Stock of such Person then outstanding and normally entitled to vote in the election of directors.

"Wholly Owned Subsidiary" means (1) in respect of any Person, a Person, all of the Capital Stock of which (other than directors' qualifying shares or an immaterial amount of shares required to be owned by other Persons pursuant to applicable law or to ensure limited liability) is owned by that Person directly or (2) indirectly by a Person that satisfies the requirements of clause (1).

BOOK-ENTRY SETTLEMENT AND CLEARANCE

The Global Notes

The Dollar Notes offered hereby are denominated in U.S. dollars and the Sterling Notes are denominated in pounds sterling.

Each series of Notes sold outside the United States pursuant to Regulation S under the Securities Act will initially be represented by temporary notes in registered, global form, without interest coupons (the "Regulation S Temporary Global Notes").

Through and including the 40th day after the later of the commencement of this offering and the closing of this offering (such period, through and including such 40th day, the "distribution compliance period" as defined in Regulation S), beneficial interests in the Regulation S Temporary Global Notes may be held only through Euroclear and Clearstream (as indirect participants in DTC), unless transferred to a person that takes delivery through a 144A Global Note in accordance with the certification requirements described under " — Transfers" below. Within a reasonable time period after the expiration of the Resale Restriction Period, the Regulation S Temporary Global Notes may be exchanged for one or more permanent notes in registered, global form without interest coupons (collectively, the "Regulation S Permanent Global Notes and, together with the Regulation S Temporary Global Notes, the "Regulation S Global Notes") upon delivery to DTC of certification of compliance with the transfer restrictions applicable to the notes pursuant to Regulation S as provided in the indenture. The term Regulation S Global Notes as used herein shall refer to either Regulation S Temporary Global Notes or Regulation S Permanent Global Notes, as the context requires.

Each series of Notes sold within the United States to qualified institutional buyers pursuant to Rule 144A under the Securities Act will initially be represented by a global note in registered form, without interest coupons (the "144A Global Notes" and, together with the Regulation S Global Notes, the "Global Notes"). The 144A global note representing the Sterling Notes (the "Sterling 144A Global Note" and, together with the sterling Regulation S Global Note, the "Sterling Global Notes"), will be deposited, on the Issue Date, with a common depository and registered in the name of the nominee of the common depository for the accounts of Euroclear and Clearstream. The 144A global note representing the Dollar Notes (the "Dollar 144A Global Notes" and, together with the dollar Regulation S Global Note, the "Dollar Global Notes") will be deposited upon issuance with the trustee as custodian for DTC and registered in the name of Cede & Co., as nominee of DTC.

Ownership of interests in the 144A global notes ("144A book-entry interests") and ownership of interests in the Regulation S Global Notes (the "Regulation S book-entry interests," and together with the 144A book-entry interests, the "book-entry interests") will be limited to persons that have accounts with DTC, Euroclear and/or Clearstream or persons that may hold interests through such participants. Book-entry interests will be shown on, and transfers thereof will be effected only through, records maintained in book-entry form by DTC, Euroclear and Clearstream and their participants. The book-entry interests in the Dollar Global Notes will be issued only in denominations of $200,000 and in integral multiples of $1,000 in excess thereof and the book entry interests in the Sterling Global Notes will be issued only in denominations of £100,000 and integral multiples of £1,000 in excess thereof.

The book-entry interests will not be held in definitive form. Instead, DTC, Euroclear and/or Clearstream will credit on their respective book-entry registration and transfer systems a participant's account with the interest beneficially owned by such participant. The laws of some jurisdictions, including certain states of the U.S., may require that certain purchasers of securities take physical delivery of such securities in definitive form. The foregoing limitations may impair the ability to own, transfer or pledge book-entry interests. In addition, while the Notes are in global form, "holders" of book-entry interests will not be considered the owners of Notes for any purpose. Only the registered holder of a Note will be treated as the owner of such Note.

So long as the Notes are held in global form, DTC, Euroclear and/or Clearstream (or their respective nominees) will be considered the holders of global notes for all purposes under the indentures. As such, participants must rely on the procedures of DTC, Euroclear and/or Clearstream and indirect participants must rely on the procedures of DTC, Euroclear and/or Clearstream and the participants through which they own book-entry interests in order to exercise any rights of holders under the indentures.

Neither we nor the trustee under the indentures nor any of our respective agents will have any responsibility or be liable for any aspect of the records in relation to the book-entry interests.

Redemption of Global Notes

In the event that any global note, or any portion thereof, is redeemed, DTC, Euroclear and/or Clearstream, as applicable, will distribute the amount received by it in respect of the global note so redeemed to the holders of the book-entry interests in such global note. The redemption price payable in connection with the redemption of such book-entry interests will be equal to the amount received by DTC, Euroclear and/or Clearstream, as applicable, in connection with the redemption of such global note (or any portion thereof). We understand that under existing practices of DTC, Euroclear and/or Clearstream, if fewer than all of the Notes are to be redeemed at any time, DTC, Euroclear and/or Clearstream will credit their respective participants' accounts on a proportionate basis (with adjustments to prevent fractions) or by lot or on any other basis that they deem fair and appropriate; provided that no book-entry interest of less than $200,000 or £100,000, as applicable, principal amount may be redeemed in part.

Payments on Global Notes

Payments of amounts owing in respect of the global notes (including principal, premium, interest, additional interest and additional amounts) will be made by us to the paying agent. The paying agent will, in turn, make such payments to DTC or its nominee (in the case of the dollar global notes) and to the common depositary for Euroclear and Clearstream (in the case of the sterling global notes), which will distribute such payments to participants in accordance with their procedures.

Under the terms of the indentures, the Issuers and the trustee will treat the registered holder of the global notes (i.e., DTC, Euroclear or Clearstream (or their respective nominees)) as the owner thereof for the purpose of receiving payments and for all other purposes. Consequently, neither we nor the trustee or any of our respective agents has or will have any responsibility or liability for:

- any aspects of the records of DTC, Euroclear, Clearstream or any participant or indirect participant relating to or payments made on account of a book-entry interest, for any such payments made by DTC, Euroclear, Clearstream or any participant or indirect participant, or for maintaining, supervising or reviewing the records of DTC, Euroclear, Clearstream or any participant or indirect participant relating to a book-entry interest or payments made on account of a book-entry interest; or
- DTC, Euroclear, Clearstream or any participant or indirect participant.

Payments by participants to owners of book-entry interests held through participants are the responsibility of such participants, as is now the case with securities held for the accounts of customers registered in "street name."

Currency and Payment for the Global Notes

The principal of, premium, if any, and interest on, and all other amounts payable in respect of (i) the dollar global notes will be paid in U.S. dollars through DTC and (ii) the sterling global notes will be paid in pounds sterling through Euroclear and Clearstream.

Action by Owners of Book-Entry Interests

DTC, Euroclear and Clearstream have advised us that they will take any action permitted to be taken by a holder of Notes only at the direction of one or more participants to whose account the book-entry interests in the global notes are credited and only in respect of such portion of the aggregate principal amount of notes as to which such participant or participants has or have given such direction. DTC, Euroclear and Clearstream will not exercise any discretion in the granting of consents, waivers or the taking of any other action in respect of the global notes. However, if there is an event of default under the Notes, DTC, Euroclear and Clearstream reserve their right, subject to certain restrictions, to exchange the global notes for definitive registered notes (as defined below) in certificated form, and to distribute such definitive registered notes to their respective participants.

Issuance of Definitive Registered Notes

Owners of book-entry interests will receive definitive notes in registered form ("**Definitive Registered Notes**"):

- if DTC (with respect to the dollar global notes) or Euroclear and/or Clearstream (with respect to the sterling global notes) notifies us that it is unwilling or unable to continue to act and a successor is not appointed by us within 120 days;
- in whole, but not in part, if the relevant Issuer, DTC, Euroclear, Clearstream, as applicable or the common depositary so requests, following an event of default under the relevant indenture; or
- if the owner of a book-entry interest requests such exchange in writing delivered through DTC, Euroclear or Clearstream or the relevant Issuer following an event of default under the relevant indenture.

Euroclear has advised the Issuers that upon request by an owner of a Book Entry Interest described in the immediately preceding clause, its current procedure is to request that the Issuers issue or cause to be issued the relevant Notes in definitive registered form to all owners of Book Entry Interests.

In such an event, the Registrar will issue Definitive Registered Notes, registered in the name or names and issued in any approved denominations, requested by or on behalf of DTC, Euroclear and/or Clearstream, or the Issuers, as applicable (in accordance with their respective customary procedures and based upon directions received from participants reflecting the beneficial ownership of Book Entry Interests), and such Definitive Registered Notes will bear the restrictive legend referred to in "*Transfer Restrictions*," unless that legend is not required by the indentures or applicable law.

The Issuers, the Trustee, the Paying Agent and the Registrar shall treat the registered holder of any Global Note as the absolute owner thereof and no person will be liable for treating the registered holder as such. Ownership of the Global Notes will be evidenced through registration from time to time at the registered office of the relevant Issuer or the Registrar on its behalf, and such registration is a means of evidencing title to the Notes.

The Issuers shall not impose any fees or other charges in respect of the Notes; however, owners of the Book Entry Interests may incur fees normally payable in respect of the maintenance and operation of accounts in DTC, Euroclear and/or Clearstream, as applicable.

Transfers

Transfers between participants in DTC will be done in accordance with DTC rules and will be settled in immediately available funds. If a holder requires physical delivery of definitive registered notes for any reason, including to sell the notes to persons in states which require physical delivery of such securities or to pledge such securities, such holder must transfer its interest in the global notes in accordance with the normal procedures of DTC and in accordance with the provisions of the indentures and will not be entitled to Definitive Registered Notes except as provided in "Book-Entry Settlement and Clearance — Issuance of Definitive Registered Notes"

The global notes will bear a legend to the effect set forth in "*Transfer Restrictions*." Book-entry interests in the global notes will be subject to the restrictions on transfer discussed in "*Transfer Restrictions*."

Through and including the 40th day after the later of the commencement of the offering of the notes and the closing of the offering (the "40-day period"), beneficial interests in a Regulation S Global Note may be transferred to a person who takes delivery in the form of an interest in the 144A global note denominated in the same currency only if such transfer is made pursuant to Rule 144A and the transferor first delivers to the trustee a certificate (in the form provided in the indentures) to the effect that such transfer is being made to a person who the transferor reasonably believes is a qualified institutional buyer within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A or otherwise in accordance with the transfer restrictions described under "*Transfer Restrictions*" and in accordance with all applicable securities laws of the states of the United States and other jurisdictions.

After the expiration of the 40-day period, beneficial interests in a Regulation S global note may be transferred to a person who takes delivery in the form of a beneficial interest in the 144A global note denominated in the same currency without compliance with these certification requirements.

Beneficial interests in a 144A global note may be transferred to a person who takes delivery in the form of a beneficial interest in the Regulation S global note denominated in the same currency only upon receipt by the trustee of a written certification (in the form provided in the indentures) from the transferor to the effect that such transfer is being made in accordance with Regulation S or Rule 144 under the Securities Act (if available).

Subject to the foregoing, and as set forth in "*Transfer Restrictions*," book-entry interests may be transferred and exchanged as described under "*Description of Senior Secured Notes—Transfer and Exchange" and "Description of Senior Notes—Transfer and Exchange."*

Any book-entry interest in one of the global notes that is transferred to a person who takes delivery in the form of a book-entry interest in the other global note of the same denomination will, upon transfer, cease to be a book-entry interest in the first-mentioned global note and become a book-entry interest in the other global note, and accordingly, will thereafter be subject to all transfer restrictions, if any, and other procedures applicable to book-entry interests in such other global note for as long as it retains such a book-entry interest.

Definitive registered notes may be transferred and exchanged for book-entry interests in a global note only as described under "*Description of Senior Secured Notes—Transfer and Exchange" and "Description of Senior Notes—Transfer and Exchange*" and, if required, only if the transferor first delivers to the trustee a written certificate (in the form provided in the Senior Secured Notes Indenture and Senior Notes Indenture) to the effect that such transfer will comply with the appropriate transfer restrictions applicable to such notes. See "*Transfer Restrictions*."

This paragraph refers to transfers and exchanges with respect to dollar global notes only. Transfers involving an exchange of a Regulation S book-entry interest for 144A book-entry interest in a dollar global note will be done by DTC by means of an instruction originating from the trustee through the DTC Deposit/Withdrawal Custodian system. Accordingly, in connection with any such transfer, appropriate adjustments will be made to reflect a decrease in the principal amount of the relevant Regulation S global note and a corresponding increase in the principal amount of the corresponding 144A global note. The policies and practices of DTC may prohibit transfers of unrestricted book-entry interests in the Regulation S global note prior to the expiration of the 40 days after the date of initial issuance of the notes. Any book-entry interest in one of the global notes that is transferred to a person who takes delivery in the form of a book-entry interest in any other global note will, upon transfer, cease to be a book-entry interest in the first-mentioned global note and become a book-entry interest in such other global note, and accordingly will thereafter be subject to all transfer restrictions, if any, and other procedures applicable to book-entry interests in such other global note for as long as it remains such a book-entry interest.

Information Concerning DTC, Euroclear and Clearstream

All book-entry interests will be subject to the operations and procedures of DTC, Euroclear and Clearstream as applicable. We provide the following summaries of those operations and procedures solely for the convenience of investors. The operations and procedures of each settlement system are controlled by that settlement system and may be changed at any time. Neither we nor the Initial Purchasers are responsible for those operations or procedures.

DTC has advised us that it is:

- a limited purpose trust company organized under New York Banking Law;
- a "banking organization" under New York Banking Law;
- a member of the Federal Reserve System;
- a "clearing corporation" within the meaning of the New York Uniform Commercial Code; and
- a "clearing agency" registered under Section 17A of the Exchange Act.

DTC was created to hold securities for its participants and to facilitate the clearance and settlement of transactions among its participants. It does this through electronic book-entry changes in the accounts of securities participants, eliminating the need for physical movement of securities certificates. DTC participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC's owners are the New York Stock Exchange, Inc., the American Stock Exchange, Inc. and the National Association of Securities Dealers, Inc. and a number of its direct participants. Others, such as banks, brokers and dealers and trust companies that clear through or maintain

a custodial relationship with a direct participant also have access to the DTC system and are known as indirect participants.

Like DTC, Euroclear and Clearstream hold securities for participating organizations. They also facilitate the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in the accounts of such participants. Euroclear and Clearstream provide various services to their participants, including the safekeeping, administration, clearance, settlement, lending and borrowing of internationally traded securities. Euroclear and Clearstream interface with domestic securities markets. Euroclear and Clearstream participants are financial institutions such as underwriters, securities brokers and dealers, banks, trust companies and certain other organizations. Indirect access to Euroclear or Clearstream is also available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Euroclear or Clearstream participant, either directly or indirectly.

Because DTC, Euroclear and Clearstream can only act on behalf of participants, who in turn act on behalf of indirect participants and certain banks, the ability of an owner of a beneficial interest to pledge such interest to persons or entities that do not participate in the DTC, Euroclear or Clearstream systems, or otherwise take actions in respect of such interest, may be limited by the lack of a definite certificate for that interest. The laws of some jurisdictions require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer beneficial interests to such persons may be limited. In addition, owners of beneficial interests through the DTC, Euroclear or Clearstream systems will receive distributions attributable to the 144A Global Notes only through DTC, Euroclear or Clearstream.

Global Clearance and Settlement under the Book-Entry System

The Issuers will make an application to have the Notes represented by the global notes listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market of the Luxembourg Stock Exchange, and interests in the dollar global notes will trade in DTC's Same Day Funds Settlement System, and any permitted secondary market trading activity in such notes will, therefore, be required by DTC to be settled in immediately available funds. Subject to compliance with the transfer restrictions applicable to the Global Notes, cross market transfers of interests in the dollar global notes and sterling global notes between participants in Euroclear or Clearstream will be effected in the ordinary way in accordance with their respective rules and operating procedures. Cross-market transfers with respect to interests in dollar global notes between participants in DTC, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be done through DTC in accordance with DTC's rules on behalf of each of Euroclear or Clearstream by the common depository; however, such cross market transactions will require delivery of instructions to Euroclear or Clearstream by the counterparty in such system in accordance with the rules and regulations and within the established deadlines of such system (Brussels time). Euroclear or Clearstream will, if the transaction meets its settlement requirements, deliver instructions to the common depository to take action to effect final settlement on its behalf by delivering or receiving interests in the Global Notes from DTC, and making and receiving payment in accordance with normal procedures for same day funds settlement applicable to DTC. Euroclear participants and Clearstream participants may not deliver instructions directly to the common depository.

Because of time-zone differences, the securities account of a Euroclear or Clearstream participant purchasing an interest in a global note from a DTC participant will be credited, and any such crediting will be reported to the relevant Euroclear or Clearstream participant, during the securities settlement processing day (which must be a business day for Euroclear or Clearstream) immediately following the settlement date of DTC. Cash received in Euroclear and Clearstream as a result of a sale of an interest in a global note by or through a Euroclear or Clearstream participant to a participant in DTC will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Clearstream cash account only as of the business day for Euroclear or Clearstream following DTC's settlement date.

Although DTC, Euroclear and Clearstream currently follow the foregoing procedures in order to facilitate transfers of interests in the global notes among participants in DTC, Euroclear and Clearstream, as the case may be, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or modified at any time. None of the Issuers, the trustee or the paying agent will have any responsibility for the performance by DTC, Euroclear or Clearstream or their respective participants or indirect participants, of their respective obligations under the rules and procedures governing their operations.

The book-entry interests will trade through participants of DTC, Euroclear and Clearstream and will settle in same-day funds. Since the purchaser determines the place of delivery, it is important to establish at the time of trading of any book-entry interests where both the purchaser's and the seller's accounts are located to ensure that settlement can be made on the desired value date.

Initial Settlement

Initial settlement for the Dollar Notes will be made in U.S. dollars and initial settlement for the Sterling Notes will be made in pounds sterling. Book-entry interests owned through DTC, Euroclear or Clearstream accounts will follow the settlement procedures applicable to conventional bonds in registered form. Book-entry interests will be credited to the securities custody accounts of DTC, Euroclear and Clearstream holders on the business day following the settlement date against payment for value on the settlement date.

Secondary Market Trading

The book-entry interests will trade through participants of DTC, Euroclear and Clearstream and will settle in same-day funds. Since the purchaser determines the place of delivery, it is important to establish at the time of trading of any book-entry interests where both the purchaser's and the seller's accounts are located to ensure that settlement can be made on the desired value date.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

TO ENSURE COMPLIANCE WITH TREASURY DEPARTMENT CIRCULAR 230, YOU ARE HEREBY NOTIFIED THAT: (I) ANY DISCUSSION OF U.S. FEDERAL TAX ISSUES IN THIS OFFERING MEMORANDUM IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON, FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"); (II) SUCH DISCUSSION IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (III) HOLDERS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISER.

The following summary describes certain U.S. federal income tax considerations related to the purchase, ownership and disposition of the Notes by a U.S. Holder and a non-U.S. Holder, each as defined below. The discussion set forth below is applicable to holders who purchase Notes in this offering for a price equal to the issue price of the tranche of Notes purchased (i.e., the first price at which a substantial amount of the Notes of such tranche is sold, other than to bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). This discussion deals only with holders that hold their Notes as capital assets and does not deal with holders subject to special treatment under U.S. federal income tax laws, for example, dealers in securities or currencies, banks or other financial institutions, tax-exempt entities, insurance companies, real estate investment trusts, regulated investment companies, individual retirement accounts or other tax-deferred accounts, partnerships or other pass-through entities for U.S. federal income tax purposes, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings, persons liable for alternative minimum tax, persons holding Notes as part of a hedging, integrated, conversion or constructive sale transaction or a straddle, U.S. expatriates or U.S. Holders of Notes whose "functional currency" is not the U.S. dollar.

Furthermore, the discussion below is based upon the provisions of the Internal Revenue Code of 1986, as amended, (the Code), and the U.S. Treasury Regulations, administrative pronouncements and judicial decisions thereunder as of the date of this offering memorandum. These authorities may be repealed, revoked or modified, perhaps retroactively, so as to result in U.S. federal income tax considerations different from those discussed below. This summary does not represent a detailed description of the U.S. federal income tax considerations relevant to a holder in light of the holder's particular circumstances and does not address U.S. state, local or non-U.S. tax considerations or any U.S. tax considerations (e.g., the estate and gift tax or the newly effective 3.8% Medicare tax on net investment income) other than U.S. federal income tax considerations that may be applicable to particular U.S. Holders.

Persons considering the purchase, ownership or disposition of Notes should consult their own tax advisors concerning the U.S. federal income tax considerations related to their particular situations as well as any considerations arising under the laws of any other taxing jurisdiction.

As used herein, a "U.S. Holder" means a beneficial owner of a Note that is, for U.S. federal income tax purposes, (i) an individual citizen or resident of the United States, (ii) a corporation or other entity classified as a corporation for these purposes, created or organized in or under the laws of the United States, any state or any political subdivision thereof or the District of Columbia, (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source or (iv) a trust (X) that is subject to the primary supervision of a court within the United States and the control of one or more United States persons as described in section 7701(a)(30) of the Code or (Y) that has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a United States person.

If a partnership (or other entity or arrangement classified as a partnership for U.S. federal income tax purposes) holds the Notes, the tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. If you are a partner of a partnership (or a member of an entity or arrangement classified as a partnership for U.S. federal income tax purposes) holding the Notes, you should consult your tax advisors.

Assumption of the Notes

It is possible that the assumption of the Notes by VM Secured Finance and VM FinanceCo may constitute a significant modification of the Notes, which would cause a deemed exchange of the Notes for "new" Notes for U.S. federal income tax purposes. In such case, U.S. Holders may recognize gain or loss as

described under "*Sale, Exchange, Redemption, Retirement or Other Taxable Disposition of a Note*", and certain non-U.S. Holders may recognize gain or loss as described under "*Sale, Exchange, Redemption, Retirement or Other Taxable Disposition of a Note by a Non-U.S. Holder*." The amount deemed to be realized in such a taxable exchange would be the issue price of the "new" Notes, which would be the fair market value of the Notes if, as seems likely, the Notes are treated as publicly traded for U.S. federal income tax purposes. In addition, a U.S. Holder could be treated as acquiring the "new" Notes with OID (or a different amount of OID than the original Notes if the Notes are originally issued with OID). This would occur if the issue price of the "new" Notes as of the date of the deemed exchange (based on the fair market value of the "new" Notes if the "new" Notes are treated as publicly traded for U.S. federal income tax purposes) was less than the stated principal amount (or adjusted issue price if the Notes are originally issued with OID) of the "new" Notes. The treatment of a U.S. Holder who acquires a Note with OID is discussed below under " — *Original Issue Discount*." Except as noted above in this paragraph, the U.S. federal income tax considerations related to owning a "new" Note should generally be the same as the U.S. federal income tax considerations related to owning a Note.

We expect to take the position that the assumption of the Notes by VM Secured Finance and VM FinanceCo does not constitute a significant modification of the Notes and therefore does not result in a deemed exchange. Among other potentially available exceptions to the rules that could treat the assumption as a deemed exchange, the assumption of the Notes by VM Secured Finance and VM FinanceCo, respectively, is expected to occur in connection with an assumption of the corresponding assets, which we believe may be treated as a transfer of "substantially all" of the assets of each corresponding original obligor, respectively, to VM Secured Finance and VM FinanceCo. Pursuant to an exception in applicable regulations, an assumption in those circumstances would not constitute a significant modification of the Notes. However, our position (in particular, our ability to rely on the exception above) may depend on (i) our ability to consummate the Mergers, Debt Pushdown and related Transaction steps in the manner we currently anticipate, which is not assured, and (ii) the overall facts and circumstances at such time. Moreover even if we are able to do so, there is no authority directly addressing arrangements substantially similar to the Transaction and we cannot assure you the Internal Revenue Service ("IRS") will not successfully challenge our position that the assumption of the Notes by VM Secured Finance and VM FinanceCo does not result in a deemed exchange. Holders are urged to consult their own tax advisors about their individual U.S. federal income tax considerations related to the assumption of the Notes.

Possible Application of Rules Governing Contingent Payment Debt Instruments

In certain circumstances, the terms of the Notes provide for payments in excess of stated interest and principal or for the redemption of Notes in advance of their expected maturity. For example, in the event of a Special Mandatory Redemption, which is required if the Merger is not completed, among other circumstances, or if a Change of Control occurs (as defined in "Description of Senior Notes" and "Description of Senior Secured Notes"), we would generally be required to offer to repurchase the Notes at 101% of their principal amount plus accrued and unpaid interest (see "Description of Senior Notes — *Special Mandatory Redemption*"; "Description of Senior Secured Notes — *Special Mandatory Redemption*"; "Description of Senior Notes — *Change in Control*" and "Description of Senior Secured Notes — *Change in Control*"). Under applicable U.S. Treasury Regulations, the possibility that certain payments in excess of stated interest and principal will be made or that the Notes will be redeemed in advance of their expected maturity will not cause the Notes to be treated as "contingent payment debt instruments" for U.S. federal income tax purposes (which are subject to special rules, as described below) if there is only a remote likelihood as of the issue date of the Notes that any of these payments will be made, if such payments in the aggregate are considered incidental, and/or under certain other circumstances. We intend to take the position that, the Notes will not be considered contingent payment debt instruments. Our position is binding on you unless you disclose that you are taking a contrary position in the manner required by applicable regulations. Our position is not, however, binding on the IRS, and if the IRS were to successfully challenge our position, the timing, amount and character of income recognized with respect to a Note may be different than described herein and you may be required to recognize income in excess of stated interest and to treat as ordinary income rather than capital gain any income realized on the taxable disposition of a Note. The remainder of this discussion assumes that the Notes will not be considered contingent payment debt instruments.

Original Issue Discount

If the issue price of the Notes (as described above) is less than their stated principal amount by an amount equal to or greater than a statutorily defined *de minimis* amount (¼ of 1 percent of the principal amount of the Notes multiplied by the number of complete years to maturity from their original issue date), then the Notes will be considered to have been issued with OID for U.S. federal income tax purposes.

If the Notes are issued with OID, then, in addition to the stated interest on a Note, a holder will be required to include the OID on such Note in gross income (as ordinary income) as it accrues on a constant yield to maturity basis for U.S. federal income tax purposes, in advance of the receipt of the cash payments to which such OID is attributable and regardless of the holder's regular method of accounting for U.S. federal income tax purposes. The amount of OID includible in gross income for a taxable year will be the sum of the daily portions of OID with respect to the Note for each day during that taxable year on which the holder holds the Note. The daily portion is determined by allocating to each day in an "accrual period" a *pro rata* portion of the OID allocable to that accrual period. The "accrual period" for a Note may be of any length and vary in length over the term of the Note, provided that each accrual period is no longer than one year and each scheduled payment of principal and interest occurs on the first day or the final day of an accrual period. The OID allocable to any accrual period will equal (a) the product of the "adjusted issue price" of the Note as of the beginning of such period and the Note's yield to maturity (determined on a constant yield method compounded at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the stated interest allocable to the accrual period. The "adjusted issue price" of a Note as of the beginning of any accrual period will equal its issue price, increased by previously accrued OID and reduced by any payments previously made on the Note other than payments of interest. The yield to maturity of the Notes generally is the discount rate that, when applied to all payments to be made under the Notes, produces a present value (as of the original issue date) equal to the issue price of the Notes. A holder generally will not be required to recognize any additional income upon the receipt of any cash payment on a Note that is attributable to previously accrued OID for U.S. federal income tax purposes.

Under these rules, a U.S. Holder will generally have to include in income increasingly greater amounts of OID in successive accrual periods. Under the applicable regulations, a holder of a Note with OID may elect to include in gross income all interest that accrues on the Note using the constant yield method. Once made with respect to the Note, the election cannot be revoked without the consent of the IRS.

The rules regarding OID are complex and the rules described above may not apply in all cases. Accordingly, you should consult your own tax advisors regarding their application.

See the discussion below under " — *Foreign Currency Considerations for Sterling Notes*" for additional U.S. federal income tax considerations related to the Sterling Notes.

U.S. Holders

Stated Interest

Stated interest on the Notes will generally be taxable to a U.S. Holder as ordinary income at the time it is paid or accrued in accordance with the U.S. Holder's usual method of accounting for U.S. federal income tax purposes. In addition to stated interest on the Notes (which includes any U.K. tax withheld from the stated interest payments you receive), you will be required to include in income any additional amounts paid in respect of such U.K. tax withheld. You may be entitled to deduct or credit any U.K. tax withheld, subject to certain limitations (including that the election to deduct or credit foreign taxes applies to all of your foreign taxes for a particular tax year).

Interest on the Notes (including OID, if any, as discussed below) is likely to be treated as U.S. source income for U.S. federal income tax purposes prior to the assumption of the Notes by VM Secured Finance and VM FinanceCo but thereafter generally is expected to constitute foreign source income that is "passive category income" or, in the case of certain U.S. Holders, "general category income" for foreign tax credit purposes. U.S. Holders should consult with their own tax advisors regarding the application of the foreign tax credit rules to their particular situations.

See the discussion below under " — *Foreign Currency Considerations for Sterling Notes*" for additional U.S. federal income tax considerations related to the Sterling Notes.

Sale, Exchange, Retirement or Other Taxable Disposition of a Note

Upon the sale, exchange, retirement or other disposition of a Note, a U.S. Holder will recognize gain or loss equal to the difference between the amount realized upon the sale, exchange, retirement or other disposition (other than any amounts attributable to accrued and unpaid interest not previously included in income, which will be taxed as ordinary income) and the U.S. Holder's tax basis in the Note. A U.S. Holder's tax basis in a Note will generally be such U.S. Holder's cost of the Note, increased by previously accrued OID, if any, and decreased by payments from the Issuer other than stated interest.

Gain or loss recognized by a U.S. Holder on the sale, exchange, retirement or other disposition of a Note will generally be treated as U.S. source gain or loss. Except as discussed below under " — *Foreign Currency Considerations for Sterling Notes*", such gain or loss will be capital gain or loss and will be long-term capital gain or loss if at the time of the sale, exchange, retirement or other disposition, the Note has been held for more than one year. Capital gains of individuals derived with respect to capital assets held for more than one year are eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

See the discussion below under " — *Foreign Currency Considerations for Sterling Notes*" for additional U.S. federal income tax considerations related to the Sterling Notes.

Foreign Currency Considerations for Sterling Notes

Interest on Sterling Notes

A cash basis U.S. Holder receiving stated interest in pounds sterling must include in income a U.S. dollar amount based on the spot exchange rate on the date of receipt whether or not the payment is converted into U.S. dollars on such date. A cash basis U.S. Holder will not recognize exchange gain or loss with respect to the receipt of a pound sterling stated interest payment but may have foreign currency gain or loss attributable to the actual disposition of the pounds sterling.

An accrual basis U.S. Holder (or a cash basis U.S. Holder in the case of OID, if any) accruing interest in pounds sterling generally must include in income a U.S. dollar amount based on the average exchange rate during the accrual period (or, for an accrual period that spans two taxable years, the partial accrual period within each taxable year). Upon receipt of an interest payment in pounds sterling (including, upon the disposition of a Note, the receipt of proceeds that include accrued and unpaid interest previously included in income), U.S. Holders that have accrued interest (or OID, if any) will recognize exchange gain or loss equal to the difference, if any, between the U.S. dollar amount previously accrued and the U.S. dollar value of the payment received at the spot exchange rate on the date of receipt. Foreign exchange gain or loss will generally be U.S. source ordinary income or loss and generally will not be considered additional interest income or expense.

An accrual basis U.S. Holder (and a cash basis U.S. Holder with respect to OID, if any) may elect to translate accrued interest into U.S. dollars at the spot exchange rate on the last day of the accrual period (or, for an accrual period that spans two taxable years, in the case of the first partial period, the last day of the taxable year). If accrued interest actually is received within five business days of the last day of the accrual period (or the taxable year, in the case of a partial accrual period), an electing accrual basis U.S. Holder instead may translate the accrued interest at the spot exchange rate on the date of actual receipt for purposes of translating accrued interest income into U.S. dollars (in which case no exchange gain or loss will be taken into account upon receipt). Currency translation elections will apply to all debt instruments that the electing U.S. Holder holds or acquires as of the beginning of that taxable year and thereafter and cannot be revoked without the consent of the IRS.

Exchange or Purchase of Pounds Sterling

Pounds sterling received by a U.S. Holder as interest on a Sterling Note or on the sale or other disposition of a Sterling Note generally will have a tax basis equal to the U.S. dollar value of the pounds sterling determined at the spot rate on the date the U.S. Holder receives the pounds sterling. If a U.S. Holder purchases pounds sterling, the U.S. Holder's tax basis in the pounds sterling generally will be the U.S. dollar value of the pounds sterling determined at the spot rate on the date of purchase. Any gain or loss recognized by a U.S. Holder on the sale or other disposition of pounds sterling (including the use of pounds sterling to purchase Notes or upon the exchange of pounds sterling for U.S. dollars) generally will be treated as ordinary income or loss.

Exchange Gain or Loss on Sale or Disposition of Sterling Notes

In determining the amount of gain or loss in connection with a sale or other disposition of a Sterling Note, a U.S. Holder's adjusted tax basis in the Note generally will equal the U.S. Holder's U.S. dollar cost of the Note determined at the spot exchange rate on the date of purchase, increased by previously accrued OID, if any, and reduced by payments (other than payments of stated interest). A U.S. Holder that receives pounds sterling upon the sale or other disposition of the Notes will realize an amount equal to the U.S. dollar value of pounds sterling on the date of sale. If the Notes are traded on an established securities market, a cash basis U.S. Holder or electing accrual basis taxpayer will determine the amount realized on the settlement date. Such an election by an accrual basis U.S. Holder will apply to all debt instruments that the electing U.S. Holder holds or acquires as of the beginning of that taxable year and thereafter and cannot be revoked without the consent of the IRS. A U.S. Holder will have a tax basis in the currency equal to the U.S. dollar amount realized. Any gain or loss realized by a U.S. Holder on a subsequent conversion of currency for U.S. dollars will be U.S. source ordinary income or loss.

A U.S. Holder of a sterling note will recognize exchange gain or loss attributable to the movement in exchange rates between the time of purchase and the time of disposition, including the sale, exchange, retirement or other disposition, of the sterling note. Gain or loss attributable to the movement of exchange rates will equal the difference between (1) the U.S. dollar value of the pounds sterling principal amount of the sterling note, determined as of the date the sterling note is disposed of based on the spot rate in effect on that date, and (2) the U.S. dollar value of the pounds sterling principal amount of such sterling note, determined on the date the U.S. Holder acquired the sterling note based on the spot rate in effect on that date. For this purpose, the principal amount of the sterling note is the U.S. Holder's purchase price for the note in pounds sterling. Any such gain or loss generally will be treated as ordinary income or loss, and generally will be U.S. source gain or loss, and generally will not be treated as interest income or expense. The realization of any such gain or loss will be limited to the amount of overall gain or loss realized by the U.S. Holder on the disposition of the note.

Reportable Transaction Reporting

Under certain U.S. Treasury Regulations, U.S. Holders that participate in "reportable transactions" (as defined in the Treasury Regulations) must attach to their U.S. federal income tax returns a disclosure statement on IRS Form 8886. Under the relevant rules, a U.S. Holder may be required to treat a foreign currency exchange loss from the Sterling Notes as a reportable transaction if this loss exceeds the relevant threshold in the regulations. U.S. Holders should consult their own tax advisors as to the possible obligation to file IRS Form 8886 with respect to the ownership or disposition of the Sterling Notes, or any related transaction, including without limitation, the disposition of any non-U.S. currency received.

Information Reporting and Backup Withholding

In general, information reporting will apply to payments of principal and interest on a Note and to the proceeds of the sale of a Note paid to U.S. Holders other than exempt recipients. Backup withholding at a rate of 28% will apply to these payments unless the U.S. Holder (1) comes within certain exempt categories and demonstrates this fact or (2) provides a correct taxpayer identification number (which in the case of an individual is his or her social security number), certifies as to no loss of exemption from backup withholding and otherwise complies with applicable requirements of the backup withholding rules.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be credited against the U.S. Holder's U.S. federal income tax liability and, if withholding results in an overpayment of tax, such U.S. Holder may be entitled to a refund, provided the required information is furnished on a timely basis to the IRS.

Foreign Financial Asset Reporting

Certain reporting requirements apply to U.S. Holders of certain foreign financial assets, including debt of foreign entities, if the aggregate value of all of these assets exceeds $50,000 at the end of the taxable year or $75,000 at any time during the taxable year. The thresholds are higher for individuals living outside of the United States and married couples filing jointly. The Notes are expected to constitute foreign financial assets subject to these requirements unless the Notes are held in an account at a financial institution (in which case the account may be reportable if maintained by a foreign financial institution). U.S. Holders should consult their tax advisors regarding the application of these reporting requirements to their specific circumstances.

Non-U.S. Holders

The following is a summary of certain U.S. federal income tax considerations that apply to you if you are a non-U.S. Holder. For purposes of this summary, the term "non-U.S. Holder" means a beneficial owner of a Note that is, for U.S. federal income tax purposes, an individual, corporation, estate or trust and is not a U.S. Holder.

Payment of U.S. Sourced Interest

As discussed above, stated interest and OID (computed in the manner described under " — *Original Issue Discount*" above), if any, on the Notes is likely to be treated as U.S. source income for U.S. federal income tax purposes prior to the assumption of the Notes by VM Secured Finance and VM FinanceCo. Subject to the discussions below of the FATCA legislation and backup withholding, U.S. sourced interest (including OID) paid on a Note by us or any paying agent to a non-U.S. Holder that is not effectively connected with the conduct of a trade or business in the United States will generally be exempt from U.S. federal income and withholding tax under the "portfolio interest exemption," provided that:

- the non-U.S. Holder does not, actually or constructively, own 10% or more of the combined voting power of all classes of our voting stock and is not a controlled foreign corporation related to us, actually or constructively;
- the non-U.S. Holder is not a bank that acquired the Note in consideration for an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business; and
- either (a) the non-U.S. Holder provides to us or our paying agent an IRS Form W-8BEN (or a suitable substitute form), signed under penalties of perjury, that includes its name and address and that certifies its non-U.S. status in compliance with applicable law and regulations, (b) a securities clearing organization, bank or other financial institution that holds customers' securities in the ordinary course of its trade or business on behalf of the non-U.S. Holder provides a statement to us or our agent under penalties of perjury in which it certifies that an IRS Form W-8BEN (or a suitable substitute form) has been received by it from the non-U.S. Holder, or (c) the non-U.S. Holder holds its Notes through a "qualified intermediary" and the qualified intermediary provides us or our paying agent a properly executed IRS Form W-8IMY (or other applicable form) on behalf of itself together with any applicable underlying IRS forms sufficient to establish that the non-U.S. Holder is not a U.S. Holder. This certification requirement may be satisfied with other documentary evidence in the case of a Note held in an offshore account or through certain foreign intermediaries.

If a non-U.S. Holder cannot satisfy the requirements of the portfolio interest exemption described above, payments of U.S. sourced interest (including OID) made to such holder generally will be subject to U.S. federal withholding tax at the rate of 30%, unless the holder provides us, our agent or another applicable withholding agent with a properly executed IRS Form W-8BEN (or suitable substitute form) establishing an exemption from or reduction in the withholding tax under an applicable tax treaty.

U.S. source interest on Notes that is effectively connected with the conduct of a U.S. trade or business will not be subject to U.S. federal withholding tax if you have certified to the withholding agent on IRS Form W-8ECI (or suitable or successor form) that you are exempt from withholding tax. If interest on the Notes is effectively connected with a U.S. trade or business, interest on the Notes, regardless of whether the interest is U.S. source or non-U.S. source, will be subject to U.S. federal income tax on a net income basis generally in the same manner as if you were a U.S. Holder, unless an applicable income tax treaty provides otherwise. If a non-U.S. Holder is eligible for the benefits of a tax treaty between the United States and its country of residence, any interest that is effectively connected with a U.S. trade or business will be subject to U.S. federal income tax in the manner specified by the treaty and generally will only be subject to such tax if such interest is attributable to a permanent establishment (or a fixed base in the case of an individual) maintained by the non-U.S. Holder in the United States (provided that the non-U.S. Holder claims the benefit of the treaty by properly submitting an IRS Form W-8BEN (or suitable successor or substitute form)). In addition, if you are a foreign corporation, you may be subject to a branch profits tax equal to 30% (or a lower applicable income tax treaty rate) of your earnings and profits for the taxable year, subject to adjustments, that are effectively connected with your conduct of a trade or business in the United States.

Sale, Exchange, Redemption, Retirement or Other Taxable Disposition of a Note by a Non-U.S. Holder

Subject to the discussions below of the FATCA legislation and backup withholding, a non-U.S. Holder generally will not be subject to U.S. federal income tax or withholding tax on any gain realized on a sale, exchange, redemption, retirement or other taxable disposition of a Note other than any amount representing accrued but unpaid U.S. sourced interest on the Note, which portion is subject to the rules discussed above under " — *Non-U.S. Holders — Payment of Interest*"). However, if a non-U.S. Holder is an individual who is present in the United States for 183 days or more during the taxable year of the sale, exchange or redemption of a Note, and certain other requirements are met, then such non-U.S. Holder generally will be subject to U.S. federal income tax at a flat rate of 30% (unless a lower applicable treaty rate applies) on any such holder's net U.S. source gain. Furthermore, a non-U.S. Holder whose gain is effectively connected with the conduct of a trade or business in the United States will be subject to U.S. federal income tax on the net gain derived from the sale generally in the same manner as a non-U.S. Holder with respect to the effectively connected interest described above. In addition, if you are a foreign corporation, you may be subject to a branch profits tax equal to 30% (or lower applicable income tax treaty rate) of your earnings and profits for the taxable year, subject to adjustments, that are effectively connected with the conduct of a trade or business in the United States.

A non-U.S. Holder's ability to claim a loss on the disposition of the Notes will be subject to substantial limitations. Non-U.S. Holders should consult their tax advisors regarding the tax considerations related to disposing of the Notes at a loss.

Legislation Affecting Taxation of Notes Held By or Through Foreign Entities

Under the "Foreign Account Tax Compliance Act" ("FATCA"), which became part of the Code under the "Hiring Incentives to Restore Employment Act" (the "HIRE Act"), a withholding tax of 30% is applied to (i) payments made to any foreign entity on debt obligations generating U.S. source interest or (ii) certain other debt obligations generating non-U.S. source interest issued by a foreign financial institution entering into certain agreements with the IRS to the extent such payments are attributable to U.S. source income, unless (1) the foreign financial institution undertakes certain diligence and reporting, (2) the non-financial foreign entity either certifies it does not have any substantial United States owners or furnishes identifying information regarding each substantial United States owner, or (3) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. Under applicable regulations, this legislation generally will not apply to a debt obligation outstanding on January 1, 2014, unless such debt obligation undergoes a "significant modification" (within the meaning of section 1.1001-3 of the Treasury Regulations promulgated under the Code) after such date. The assumptions in connection with the Debt Pushdown possibly may be treated as a significant modification and if the Debt Pushdown occurs after 2013, the Notes may cease to qualify for this exemption. However, even if this exemption were not to apply, the withholding under FATCA described above would not apply if, as we expect, interest paid by VM Secured Finance and VM FinanceCo after the Debt Pushdown is not U.S. source interest. Withholding tax on interest payments will begin on interest payments after December 31, 2013 and on gross proceeds from the sale or other disposition of a debt obligation paid on or before December 31, 2016. Upon the Debt Pushdown, if an Issuer is treated as a foreign financial institution for purposes of FATCA and if all payments on the Notes are treated as "foreign passthru payments", the Notes will only become subject to the FATCA regime described above if the Notes are modified more than six months after the date final regulations define a "foreign passthru payment". Accordingly, even if the withholding under FATCA were otherwise potentially applicable to payments on or with respect to the Notes, such withholding will not apply to those payments under the grandfathering rules. If withholding is required with respect to payments on the Notes or interests therein in order for the relevant payor to comply with FATCA, holders and beneficial owners of the Notes will not be entitled to receive any additional amounts to compensate them for such withholding. Investors are encouraged to consult with their own tax advisors regarding the implications of this legislation and the applicable regulations on their investment in a Note.

Information Reporting and Backup Withholding

The amount of U.S. sourced interest (including OID) paid to a non-U.S. Holder and the amount of tax, if any, withheld from such payment generally must be reported annually to the non-U.S. Holder and to the IRS. The IRS may make this information available under the provisions of an applicable income tax treaty to the tax authorities in the country in which the non-U.S. Holder is resident.

Provided that a non-U.S. Holder has complied with certain reporting procedures (usually satisfied by providing an IRS Form W-8BEN) or otherwise establishes an exemption, the non-U.S. Holder generally will not be subject to backup withholding with respect to interest payments on a Note, unless we or our paying agent know or have reason to know that the holder is a U.S. person. Rules relating to information reporting requirements and backup withholding with respect to the payment of proceeds from the disposition (including a redemption or retirement) of a Note are as follows:

- If the proceeds are paid to or through the U.S. office of a broker, a non-U.S. Holder generally will be subject to backup withholding and information reporting unless the non-U.S. Holder certifies under penalties of perjury that it is not a U.S. person (usually on an IRS Form W-8BEN) or otherwise establishes an exemption.
- If the proceeds are paid to or through a non-U.S. office of a broker that is a U.S. person or that has certain specified U.S. connections, a non-U.S. Holder generally will be subject to information reporting (but generally not backup withholding) unless the non U.S. Holder certifies under penalties of perjury that it is not a U.S. person (usually on an IRS Form W-8BEN) or otherwise establishes an exemption.
- If the proceeds are paid to or through a non-U.S. office of a broker that is not a U.S. person and does not have certain specified U.S. connections, a non-U.S. Holder generally will not be subject to backup withholding or information reporting.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment to a non-U.S. Holder will be allowed as a credit against the non-U.S. Holder's U.S. federal income tax liability and may entitle the holder to a refund, provided that the required information is timely furnished to the IRS.

The above summary is not intended to constitute a complete analysis of all U.S. federal income tax considerations relevant to an investor of purchasing, owning and disposing of the Notes. Each prospective investor should consult its own tax advisor with respect to the U.S. federal, state, local and non-U.S. tax considerations related to acquiring, holding and disposing of the Notes.

MATERIAL UNITED KINGDOM TAX CONSIDERATIONS

The following is a general guide to material U.K. tax considerations relating to the Notes based on current U.K. law and published practice of HM Revenue & Customs. It considers the applicable position after the Debt Pushdown has been completed and Virgin Media Secured Finance PLC and Virgin Media Finance PLC have become the Senior Secured Notes Issuer and the Senior Notes Issuer, respectively. It does not purport to be a complete analysis of all U.K. tax considerations relating to the Notes. It applies only to persons who are the absolute beneficial owners of Notes and some aspects do not apply to some classes of taxpayer. Prospective holders of Notes who may be subject to tax in a jurisdiction other than the U.K. or who are in any doubt as to their tax position should consult their own professional advisers.

Payment of Interest

The Notes will constitute "quoted Eurobonds" within the meaning of section 987 of the Income Tax Act 2007 (the "2007 Act"), as long as they are and continue to be listed on a "recognized stock exchange" within the meaning of section 1005 of the 2007 Act. The Luxembourg Stock Exchange is such a "recognized stock exchange". Provided that this condition remains satisfied, payments of interest on the Notes may be made without deduction or withholding for or on account of U.K. tax.

In the event that the Notes are not or cease to be listed on a recognized stock exchange, payments of interest must be made under deduction of income tax at the basic rate, currently 20%, subject to any direction to the contrary by HM Revenue & Customs under an applicable double taxation treaty, unless payments are made to some categories of recipients, including companies which the relevant Issuer reasonably believes are subject to U.K. corporation tax.

Interest on the Notes may be subject to income tax by direct assessment even where paid without deduction or withholding for or on account of U.K. income tax. Interest on the Notes received without deduction or withholding for or on account of U.K. tax will not generally be chargeable to U.K. tax in the hands of a holder of Notes who is not resident for tax purposes in the U.K. (other than in the case of certain trustees) unless that holder of Notes carries on a trade, profession or vocation in the U.K. through a U.K. branch or agency, or for holders of Notes who are companies through a U.K. permanent establishment, in connection with which the interest is received or to which the Notes are attributable. There are exemptions from U.K. tax for interest received through certain categories of agent, such as some brokers and investment managers. The provisions of any applicable double tax treaty may be relevant to such a holder of Notes.

The provisions relating to additional payments referred to under "Description of the Senior Notes — Withholding Taxes" and "Description of the Senior Secured Notes—Withholding Taxes" would not apply if HM Revenue & Customs sought to assess the person entitled to the interest directly to U.K. income tax. Exemption from or reduction of U.K. tax liability might be available under an applicable double taxation treaty.

Payments by a Guarantor

If a guarantor makes any payments in respect of interest on the Notes (or other amounts due under the Notes other than the repayment of amounts subscribed for the Notes), it is possible that such payments may be subject to deduction or withholding for or on account of U.K. income tax at the basis rate (currently 20 per cent), subject to any claim which could be made under an applicable double taxation treaty. Such payments by a guarantor may not be eligible for the quoted Eurobonds exemption described above.

Provision of Information

Holders of Notes should note that where any interest on Notes is paid to them (or to any person acting on their behalf) by the relevant Issuer or any person in the U.K. acting on behalf of that Issuer (a "paying agent"), or is received by any person in the U.K. acting on behalf of the relevant holder (other than solely by clearing or arranging the clearing of a cheque) (a "collecting agent"), then the Issuer, the paying agent or the collecting agent (as the case may be) may, in certain cases, be required to supply to HM Revenue & Customs details of the payment and certain details relating to the holder (including the holder's name and address). These provisions will apply whether or not the interest has been paid subject to deduction or withholding for or on account of U.K. income tax and whether or not the holder is resident in the U.K. for U.K. taxation purposes. Where the holder is not so resident, the details provided to HM

Revenue & Customs may, in certain cases, be passed by HM Revenue & Customs to the tax authorities of the jurisdiction in which the holder is resident for taxation purposes.

For the above purposes, "interest" should be taken, for practical purposes, as including payments made by a guarantor in respect of interest on the Notes.

The provisions referred to above may also apply to payments made on redemption of any Notes where the amount payable on redemption is greater than the issue price of the Notes.

Under European Union Council Directive 2003/48/EC on the taxation of savings income in the form of interest payments (the "Directive"), each Member State is required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to, or collected by such a person for, an individual (or certain other kinds of person) resident in that other Member State. However, for a transitional period, Austria and Luxembourg may instead apply a withholding system in relation to such payments, deduct tax (currently at a rate of 35 per cent) unless during such period, they elect to do otherwise. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments.

A number of non-EU countries and certain dependant or associated territories of certain Member States have adopted similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its jurisdiction to, or collected by such a person for, an individual resident in a Member State. In addition, the Member States have entered into reciprocal provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a Member State to, or collected by such a person for, an individual resident in one of those territories.

The European Commission has published proposals for amendments to the Directive, which, if implemented, would amend and broaden the scope of the requirements above.

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of tax were to be withheld from, or in respect of, that payment, neither the relevant Issuer nor any paying agent nor any other person would be obliged to pay additional amounts to the holders of Notes or to otherwise compensate holders for the reduction in the amounts that they will receive as a result of the imposition of such withholding tax. However, the Issuers are required to maintain a paying agent in a Member State that will not be obliged to withhold or deduct tax pursuant to the directive (if such a state exists).

Sale, Exchange and Redemption of Notes

U.K. Corporation Taxpayers

In general, a holder of Notes which is subject to U.K. corporation tax will be treated for U.K. tax purposes as realizing profits, gains or losses in respect of the Notes under the "loan relationship" rules in Part 5 of the Corporation Tax Act 2009 on a basis reflecting the treatment in its statutory accounts, calculated in accordance with generally accepted accounting practice. These profits, gains or losses will be taken into account in computing income for U.K. corporation tax purposes.

Exchange gains and losses on the Notes will be treated for U.K. tax purposes as included within the profits, gains and losses realized in respect of the Notes and thereby taxable under the loan relationship rules referred to above.

Other U.K. Taxpayers

The Notes are likely to constitute "deeply discounted securities" (although arguments may be made to the contrary) and, therefore, the Notes would be "qualifying corporate bonds." Accordingly, no chargeable gain or allowable loss would arise for the purposes of U.K. capital gains tax on a transfer or redemption of such a Note. However, any profit arising on the transfer or redemption of such a Note by an individual holder who is resident in the United Kingdom or who carries on a trade, profession or vocation in the United Kingdom through a branch or agency to which such Note is attributable would be taxed as income (with no account being taken in calculating the profit of any costs incurred in connection with the transfer or redemption of such Note or its acquisition). In calculating any profit on disposal of such a Note, sterling values are likely to be compared at acquisition and transfer or redemption. Accordingly, in respect of the Dollar Notes, a U.K. taxable profit (but no allowable loss) can arise even where the U.S. dollar amount

received on a disposal is less than or the same as the amount paid for such Note. No income tax relief in respect of any losses arising on transfers or redemptions of the Notes will be allowed for U.K. income tax purposes. The accrued income scheme rules will not apply to any transfer of such a Note on the assumption that such Notes are deeply discounted securities.

If the Dollar Notes are not deeply discounted securities, disposal of such a Note by an individual holder who is resident or ordinarily resident for tax purposes in the United Kingdom or who carries on a trade, profession or vocation in the United Kingdom through a branch or agency to which such a Note is attributable may give rise to a chargeable gain or allowable loss for the purposes of U.K. tax on chargeable gains, depending on individual circumstances. In calculating any gain or allowable loss on disposal of such a Note, sterling values are compared at acquisition and transfer or redemption. Accordingly, a U.K. taxable gain can arise even where the U.S. dollar amount received on a disposal is less than or the same as the amount paid for such a Note.

The Sterling Notes should constitute "qualifying corporate bonds" whether or not they are deeply discounted securities. As such, a disposal of a Sterling Note by an individual holder who is resident or ordinarily resident for tax purposes in the United Kingdom or who carries on a trade, profession or vocation in the United Kingdom through a branch or agency to which such Note is attributable should not give rise to a chargeable gain or allowable loss for the purposes of U.K. tax on chargeable gains.

On a disposal of a Note (if they do not constitute deeply discounted securities) any interest which has accrued since the last interest payment date (or issue) may be charged to U.K. tax as income under the rules of the accrued income scheme if that individual holder is resident or ordinarily resident in the United Kingdom or carries on a trade in the United Kingdom through a branch or agency in connection with which interest under the Notes is received or to which the Notes are attributable. In respect of the Dollar Notes this amount would be taken into account and excluded in determining any capital gain or loss arising on disposal.

Holders who Are Not Resident in the United Kingdom

A body corporate, that is neither resident in the United Kingdom nor carrying on a trade in the United Kingdom through a permanent establishment, will not be liable for U.K. corporation tax on profits, gains and losses on, or fluctuations in value of, the Notes. Other holders of Notes who are neither resident nor ordinarily resident for tax purposes in the United Kingdom and who do not carry on a trade, profession or vocation in the United Kingdom through a branch or agency to which the Notes are attributable will not generally be liable to U.K. tax on chargeable gains realised on or profits arising on the disposal of their Notes.

Stamp Duty and Stamp Duty Reserve Tax

No U.K. stamp duty or stamp duty reserve tax is payable on the issue of the Notes or on a transfer of the Notes.

TRANSFER RESTRICTIONS

The Notes have not been registered under the Securities Act or any other applicable securities law and may not be offered, sold, pledged or otherwise transferred within the United States or to, or for the account or benefit of, U.S. Persons (as such terms are defined under the Securities Act) except pursuant to an exemption from or in a transaction not subject to the registration requirements of the Securities Act and such other securities laws. Accordingly, the Notes are being offered by this offering memorandum only (a) to qualified institutional buyers, or QIBs, in reliance on the exemption from the registration requirements of the Securities Act provided by Rule 144A and (b) outside the United States to persons other than U.S. persons as defined in Rule 902 under the Securities Act in offshore transaction in reliance upon Regulation S under the Securities Act.

Each purchaser of the notes, by its acceptance of this offering memorandum, will be deemed to have acknowledged, represented to, and agreed with us, the guarantors and the Initial Purchasers as follows:

(1) The purchaser understands and acknowledges that the Notes have not been registered under the Securities Act or any other applicable securities law, the notes are being offered for resale in transactions not requiring registration under the Securities Act or any other securities laws, including sales pursuant to Rule 144A or Regulation S under the Securities Act, and none of the Notes may be offered, sold or otherwise transferred except in compliance with the registration requirements of the Securities Act or any other applicable securities law, pursuant to an exemption from such laws or in a transaction not subject to such laws, and in each case, in compliance with the conditions for transfer set forth in paragraph (4) below.

(2) The purchaser acknowledges that this offering memorandum relates to an offering that is exempt from registration under the Securities Act and may not comply in important respects with SEC rules that would apply to an offering document relating to a public offering of securities.

(3) The purchaser is not an affiliate (as defined in Rule 144 under the Securities Act) of ours, that the purchaser is not acting on our behalf and is either:

   (a) a QIB and is aware that any sale of the Notes to it will be made in reliance on Rule 144A and such acquisition will be for its own account or for the account of another QIB; or

   (b) not a U.S. person (and was not purchasing for the account or benefit of a U.S. person) within the meaning of Regulation S under the Securities Act, and is purchasing Notes in an offshore transaction in accordance with Regulation S.

(4) The purchaser acknowledges that the Issuers, the Guarantors and the Initial Purchasers or any person representing the Issuers, the Guarantors or the Initial Purchasers have not made any representation to it with respect to the Issuers, the Guarantors or the offering or sale of any Notes, other than the information contained in this offering memorandum, which offering memorandum has been delivered to it. Accordingly, it acknowledges that no representation or warranty is made by the Initial Purchasers as to the accuracy or completeness of such materials. The purchaser has had access to such financial and other information as it has deemed necessary in connection with its decision to purchase any of the notes, including an opportunity to ask questions of and request information from the Issuers, the Guarantors and the Initial Purchasers, and it has received and reviewed all information that it requested.

(5) The purchaser is purchasing the Notes for its own account, or for one or more investor accounts for which it is acting as a fiduciary or agent, in each case for investment, and not with a view to, or for offer or sale in connection with, any distribution of the Notes in violation of the Securities Act, subject to any requirement of law that the disposition of its property or the property of such investor account or accounts be, at all times, within its or their control and subject to its or their ability to resell such Notes pursuant to Rule 144A, Regulation S or any exemption from registration available under the Securities Act. The purchaser agrees on its own behalf and on behalf of any investor account for which it is purchasing the Notes and each subsequent holder of the Notes, by its acceptance of the Notes, to offer, sell or otherwise transfer such Notes prior to the end of the resale restriction periods described below only (a) to us or any subsidiary thereof, (b) pursuant to a registration statement which has been declared effective under the Securities Act, (c) for so long as the notes are eligible for resale pursuant to Rule 144A to a person it reasonably believes is a QIB that purchases for its own account or for the account of a QIB, to whom notice is given that the transfer is being made in reliance on Rule 144A, (d) pursuant to

offers and sales to non-U.S. persons that occur outside the United States within the meaning of Regulation S under the Securities Act or (e) pursuant to any other available exemption from the registration requirements of the Securities Act, subject in each of the foregoing cases to any requirement of law that the disposition of its property or the property of such investor account or accounts be at all times within its or their control and to compliance with any applicable state securities laws. The purchaser will, and each subsequent purchaser is required to, notify any subsequent purchaser of the Notes from the purchaser or it of the resale restrictions referred to in the legend below. The foregoing restrictions on resale will apply from the closing date until the date that is one year after the later of the closing date and the last date that we or any of our affiliates was the owner of the notes (in the case of notes issued under Rule 144A under the Securities Act) or 40 days after the later of the commencement of this offering and the closing of this offering (in the case of notes issued under Regulation S under the Securities Act) and will not apply after the applicable Resale Restriction period ends. Each purchaser acknowledges that we and the trustee under the indenture governing the notes Reserve the right prior to any offer, sale or other transfer pursuant to clause (d) prior to the end of the applicable Resale Restriction Period of the notes to require the delivery of an opinion of counsel, certifications and/or other information satisfactory to us and the trustee.

(6) The purchaser understands that if it is a non-U.S. person outside of the United States, the Notes will be represented by a dollar Regulation S global note or sterling Regulation S global note, as applicable, and that transfers of such notes are restricted as described in this section and in the section entitled "*Book-Entry Settlement and Clearance*" or if it is a QIB, the notes it purchases will be represented by a dollar Rule 144A global note or a sterling Rule 144A global note, as applicable.

Each purchaser acknowledges that each certificate representing a note will contain a legend substantially to the following effect:

THE SECURITY EVIDENCED HEREBY WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 5 OF THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION AND THE SECURITY EVIDENCED HEREBY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS NOT A U.S. PERSON AND IS ACQUIRING THIS NOTE IN AN "OFFSHORE TRANSACTION" PURSUANT TO RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (2) AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS IN THE CASE OF RULE 144A NOTES: ONE YEAR AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE ISSUERS OR ANY AFFILIATES OF THE ISSUERS WERE THE OWNER OF THIS SECURITY AND IN THE CASE OF REGULATION S NOTES: 40 DAYS AFTER THE LATER OF THE COMMENCEMENT OF THIS OFFERING AND THE CLOSING OF THIS OFFERING (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE ISSUERS, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE U.S. SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE U.S. SECURITIES ACT, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE U.S. SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE U.S. SECURITIES ACT, OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S.

SECURITIES ACT, SUBJECT TO THE ISSUERS' AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (D) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

BY ACCEPTING THIS NOTE (OR AN INTEREST IN THE NOTES REPRESENTED HEREBY) EACH ACQUIRER AND EACH TRANSFEREE IS DEEMED TO REPRESENT, WARRANT AND AGREE THAT AT THE TIME OF ITS ACQUISITION AND THROUGHOUT THE PERIOD THAT IT HOLDS THIS NOTE OR ANY INTEREST HEREIN (1) EITHER (A) IT IS NOT, AND IT IS NOT ACTING ON BEHALF OF (AND FOR SO LONG AS IT HOLDS THIS NOTE OR ANY INTEREST HEREIN IT WILL NOT BE, AND WILL NOT BE ACTING ON BEHALF OF), AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA")), SUBJECT TO THE PROVISIONS OF PART 4 OF SUBTITLE B OF TITLE I OF ERISA, A PLAN TO WHICH SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED, ("CODE"), APPLIES, OR ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" (WITHIN THE MEANING OF 29 C.F.R. SECTION 2510.3 101 (AS MODIFIED BY SECTION 3(42) OF ERISA)), BY REASON OF SUCH AN EMPLOYEE BENEFIT PLAN'S AND/OR PLAN'S INVESTMENT IN SUCH ENTITY (EACH, A "BENEFIT PLAN INVESTOR"), OR A GOVERNMENTAL, CHURCH OR NON U.S. PLAN WHICH IS SUBJECT TO ANY FEDERAL, STATE, LOCAL, NON U.S. OR OTHER LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE FIDUCIARY RESPONSIBILITY OR THE PROHIBITED TRANSACTION PROVISIONS OF ERISA AND/OR SECTION 4975 OF THE CODE ("SIMILAR LAWS"), AND NO PART OF THE ASSETS USED BY IT TO ACQUIRE OR HOLD THIS NOTE OR ANY INTEREST HEREIN CONSTITUTES THE ASSETS OF ANY BENEFIT PLAN INVESTOR OR SUCH A GOVERNMENTAL, CHURCH OR NON U.S. PLAN, OR (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE OR AN INTEREST HEREIN DOES NOT AND WILL NOT CONSTITUTE OR OTHERWISE RESULT IN A NON EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE (OR, IN THE CASE OF A GOVERNMENTAL, CHURCH OR NON U.S. PLAN, A NON EXEMPT VIOLATION OF ANY SIMILAR LAWS); (2) NEITHER THE ISSUERS NOR ANY OF ITS AFFILIATES IS A "FIDUCIARY" (WITHIN THE MEANING OF SECTION 3(21) OF ERISA OR SECTION 4975 OF THE CODE OR, WITH RESPECT TO A GOVERNMENTAL, CHURCH OR NON U.S. PLAN, ANY DEFINITION OF "FIDUCIARY" UNDER SIMILAR LAWS) WITH RESPECT TO THE PURCHASER OR HOLDER IN CONNECTION WITH ANY PURCHASE OR HOLDING OF THIS NOTE, OR AS A RESULT OF ANY EXERCISE BY THE ISSUERS OR ANY OF THEIR AFFILIATES OF ANY RIGHTS IN CONNECTION WITH THIS NOTE, AND NO ADVICE PROVIDED BY THE ISSUERS OR ANY OF THEIR AFFILIATES HAS FORMED A PRIMARY BASIS FOR ANY INVESTMENT DECISION BY OR ON BEHALF OF THE PURCHASER OR HOLDER IN CONNECTION WITH THIS NOTE AND THE TRANSACTIONS CONTEMPLATED WITH RESPECT TO THIS NOTE; AND (3) IT WILL NOT SELL OR OTHERWISE TRANSFER THIS NOTE OR ANY INTEREST HEREIN OTHERWISE THAN TO A PURCHASER OR TRANSFEREE THAT IS DEEMED TO MAKE THESE SAME REPRESENTATIONS, WARRANTIES AND AGREEMENTS WITH RESPECT TO ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE.

Regulation S temporary Global Notes will bear an additional legend substantially to the following effect:

"THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATIONS UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD, DELIVERED OR EXCHANGED FOR AN INTEREST IN A PERMANENT GLOBAL

NOTE OR OTHER NOTE EXCEPT UPON DELIVERY OF THE CERTIFICATIONS SPECIFIED IN THE INDENTURE."

The following legend shall also be included, if applicable:

THE FOLLOWING INFORMATION IS SUPPLIED SOLELY FOR U.S. FEDERAL INCOME TAX PURPOSES. THIS NOTE WAS ISSUED WITH ORIGINAL ISSUE DISCOUNT ("OID") WITHIN THE MEANING OF SECTION 1273 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), AND THIS LEGEND IS REQUIRED BY SECTION 1275(c) OF THE CODE.

U.S. HOLDERS MAY OBTAIN INFORMATION REGARDING THE AMOUNT OF OID, IF ANY, THE ISSUE PRICE, THE ISSUE DATE AND THE YIELD TO MATURITY BY CONTACTING THE TREASURER, VIRGIN MEDIA INC., 65 BLEECKER STREET, 6TH FLOOR, NEW YORK, NEW YORK 10012, +1 (212) 906-8440.

(7) It acknowledges that the trustee for the Notes will not be required to accept for registration of transfer of any Notes acquired by them, except upon presentation of evidence satisfactory to us and the trustee that the restrictions set forth herein have been complied with.

(8) It agrees that it will deliver to each person, to whom it transfers notes, notice of any restrictions on the transfer of such securities.

(9) It acknowledges that the Issuers, the Guarantors, the Initial Purchaser and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations, warranties and agreements and agrees that if any of the acknowledgments, representations, warranties and agreements deemed to have been made by its purchase of the Notes are no longer accurate, it shall promptly notify us and the Initial Purchaser. If it is acquiring any Notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such investor account and that it has full power to make the foregoing acknowledgments, representations and agreements on behalf of each such investor account.

(10) It represents that (i) no portion of the assets used by it to acquire and hold the notes constitutes assets of any employee benefits plan or similar arrangement or (ii) the purchase and holding of the notes by it will not constitute a nonexempt prohibited transaction under Section 406 of the U.S. Employee Retirement Income Security Act of 1974, as amended, or Section 4975 of the U.S. Internal Revenue Code of 1986, as amended, or a violation under any applicable similar laws.

(11) The purchaser understands that no action has been taken in any jurisdiction (including the United States) by the Issuers or the Initial Purchasers that would permit a public offering of the Notes or the possession, circulation or distribution of this offering memorandum or any other material relating to the Issuers or the Notes in any jurisdiction where action for the purpose is required. Consequently, any transfer of the Notes will be subject to the selling restrictions set forth hereunder.

European Economic Area

In relation to each member state of the EEA which has implemented the Prospectus Directive (each, a "Relevant Member State"), the Initial Purchasers have represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date"), it has not made and will not make an offer of the Notes which are the subject of the offering contemplated by this offering memorandum to the public in that Relevant Member State other than:

(a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(b) to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the relevant Initial Purchaser or Initial Purchasers nominated by the Issuers for any such offer; or

(c) any other entity in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of the Notes shall require the Issuers or the Initial Purchasers to

publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospective Directive.

For the purposes of this provision, the expression an "offer of the Notes to the public" in relation to the Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State, the expression "Prospectus Directive" means Directive 2003/71/EC and amendments hereto, including the 2010 PD Amending Directive to the extent implemented in the Relevant Member State, and includes any relevant implementing measure in the Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

ERISA Considerations

By acquiring the Notes, you will be deemed to have further represented and agreed as follows:

(1) With respect to the acquisition, holding and disposition of the Notes, or any interest therein, (A) either (i) you are not, and are not acting on behalf of (and for so long as you hold such Notes or any interest therein will not be, and will not be acting on behalf of), an employee benefit plan (as defined in Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA")), subject to the provisions of part 4 of subtitle B of Title I of ERISA, a plan to which Section 4975 of the U.S. Internal Revenue Code of 1986, as amended ("Code"), applies, or any entity whose underlying assets include "plan assets" (within the meaning of 29 C.F.R. Section 2510.3 101 (as modified by Section 3(42) of ERISA)) by reason of such an employee benefit plan's and/or plan's investment in such entity (each, a "Benefit Plan Investor"), or a governmental, church or non U.S. plan which is subject to any federal, state, local, non U.S. or other laws or regulations that are substantially similar to the fiduciary responsibility or prohibited transaction provisions of ERISA or the provisions of Section 4975 of the Code ("Similar Laws"), and no part of the assets to be used by you to acquire or hold such Notes or any interest therein constitutes the assets of any such Benefit Plan Investor or such a governmental, church or non U.S. plan, or (ii) your acquisition, holding and disposition of such Note, or any interest therein does not and will not constitute or otherwise result in a non exempt prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code (or, in the case of a governmental, church or non U.S. plan, a non exempt violation of any Similar Laws); and (B) none of the Issuers or any of its affiliates is a Fiduciary (within the meaning of Section 3(21) of ERISA or Section 4975 of the Code or, with respect to a governmental, church or non U.S. plan, any definition of "fiduciary" under Similar Laws) with respect to you, as the purchaser or holder, in connection with your purchase or holding of the Notes, or as a result of any exercise by the Issuers or any of its affiliates of any rights in connection with the Notes, and no advice provided by the Issuers or any of its affiliates has formed a primary basis for any investment decision by or on behalf of you as the purchaser or holder in connection with the Notes and the transactions contemplated with respect to the Notes; and (C) you will not sell or otherwise transfer such Notes or any interest therein otherwise than to a purchaser or transferee that is deemed to make these same representations, warranties and agreements with respect to its acquisition, holding and disposition of any such Notes or any interest therein.

(2) You and any fiduciary causing you to acquire an interest in the Notes agree to indemnify and hold harmless the Issuers, the Initial Purchasers and the Trustee and their respective affiliates, from and against any cost, damage or loss incurred by any of them as a result of any of the foregoing representations and agreements being or becoming false.

(3) Any purported acquisition or transfer of any Note or beneficial interest therein to an acquirer or transferee that does not comply with the foregoing requirements shall be null and void ab initio.

PLAN OF DISTRIBUTION

The Issuers have agreed to offer the Notes through the Initial Purchasers. Subject to the terms and conditions in each of the purchase agreement relating to the Senior Secured Notes and the purchase agreement relating to the Senior Notes between each Issuer and the Initial Purchasers, each Issuer has agreed to sell to each Initial Purchaser, and each Initial Purchaser has severally agreed to purchase from the relevant Issuer, the principal amount of Notes set forth therein.

Each purchase agreement provides that the Initial Purchasers will purchase all the relevant Notes if any of them are purchased. The obligations of the Initial Purchasers under each purchase agreement, including their agreement to purchase relevant Notes from the Issuers, are several and not joint. Each purchase agreement provides that the obligations of the Initial Purchasers to purchase the Notes are subject to approval of legal matters by counsel and other conditions precedent.

In each purchase agreement, the Issuers have agreed that:

- Neither the Issuers nor LGI will offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, or file with the SEC a registration statement under the Securities Act relating to any debt securities issued by the Issuer or LGI and any of its subsidiaries and having a maturity of more than one year from the date of issue for a period of 30 days after the date hereof (other than (i) the issuance of the Senior Notes and (ii) the issuance of up to €250,000,000 (or its dollar equivalent) of debt securities by a direct or indirect subsidiary of Liberty Global Europe Holding B.V.) without the prior written consent of Credit Suisse Securities (Europe) Limited (such consent not be to be unreasonably withheld or delayed).
- The Issuers will indemnify the several Initial Purchasers against certain liabilities, including liabilities under the Securities Act, or contribute to payments that the underwriters may be required to make in respect of those liabilities.

You should be aware that the laws and practices of certain countries require investors to pay stamp taxes and other charges in connection with purchase of securities.

Each purchaser of the Notes offered hereby in making its purchase will be deemed to have made by its purchase acknowledgements, representation, warranties and agreements as described under "*Transfer Restrictions*."

The Initial Purchasers initially propose to offer the Notes at the offering price that appears on the cover page of this offering memorandum. After the initial offerings, the Initial Purchasers may change the offering price and any other selling terms. The Initial Purchasers may offer and sell the Notes through certain of their affiliates. The offerings of the Notes by the Initial Purchasers is subject to receipt and acceptance and subject to the Initial Purchasers' right to reject any order in whole or in part.

The Notes have not been registered under the Securities Act. Each Initial Purchaser has agreed that it will only offer or sell the Notes (A) in the United States to qualified institutional buyers in reliance on Rule 144A under the Securities Act and (B) outside the United States to non-U.S. persons in offshore transactions in reliance on Regulation S under the Securities Act. Terms used above have the meanings given to them by Rule 144A and Regulation S under the Securities Act.

In connection with sales outside the United States (other than sales pursuant to Rule 144A), the Initial Purchasers have agreed that they will not offer, sell or deliver the notes to, or for the account or benefit of, U.S. persons (i) as part of the Initial Purchasers' distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering or the date the Notes are originally issued. The Initial Purchasers will send to each dealer to whom they sell such notes during such 40-day period a confirmation or other notice setting forth the restrictions on offers and sales of the notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, with respect to Notes initially sold pursuant to Regulation S under the Securities Act, until 40 days after the later of the commencement of this offering or the date the Notes are originally issued, an offer or sale of such Notes within the United States by a dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

Each of the Senior Secured Notes and the Senior Notes are a new issue of securities, and there is currently no established trading market for these Notes. In addition, the Notes are subject to certain restrictions on resale and transfer as described under "*Transfer Restrictions*". The Initial Purchasers have advised the Issuers that they intend to make a market in the Notes, but they are not obligated to do so. The

Initial Purchasers may discontinue any market making in the Notes at any time in their sole discretion. In addition, such market making activities will be subject to the limits imposed by the Securities Act. Accordingly, we cannot assure you that a liquid trading market will develop for the Notes, that you will be able to sell your Notes at a particular time or that the prices that you receive when you sell will be favorable.

The Issuers will make an application to list the Notes to the Official List of the Luxembourg Stock Exchange and for the admission of the notes to trading on the Euro MTF market of the Luxembourg Stock Exchange. There can be no assurances that such listing will be obtained.

In connection with this offering of the Notes, the Initial Purchasers may engage in over-allotments, stabilizing transactions and syndicate covering transactions in accordance with Regulation M under the Exchange Act and applicable rules of the U.K. Financial Services Authority. Over-allotment involves sales in excess of the offering size, which creates a short position for the Initial Purchasers. Stabilizing transactions involve bids to purchase the notes in the open market for the purpose of pegging, fixing or maintaining the price of the Notes, as applicable. Short covering transactions involve purchases of the notes in the open market after the distribution has been completed in order to cover short positions. Stabilizing transactions and short covering transactions may cause the price of the notes to be higher than it would otherwise be in the absence of those transactions. If the Initial Purchasers engage in stabilizing or short covering transactions, they may discontinue them at any time. The Initial Purchasers also may impose a penalty bid. This occurs when a particular Initial Purchaser repays to the Initial Purchasers a portion of the Initial Purchasers' discount received by it because the representatives have repurchased Notes sold by or for the account of such Initial Purchaser in stabilizing or short covering transactions.

We expect that delivery of the Notes will be made against payment therefor on or about , 2013, which will be the tenth business day following the date of the pricing of the notes (such settlement cycle being herein referred to as "T+ "). Under Rule 15c-6-1 under the Exchange Act, trades in the secondary market generally are required to settle in three business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade Notes on the date of pricing or the next four succeeding business days will be required, by virtue of the fact that the Notes initially will settle T+ , to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of Notes who wish to trade notes on the date of pricing or the next four succeeding business days should consult their own advisor.

The Initial Purchasers and their respective affiliates are full service financial institutions engaged in various activities, including securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. The Initial Purchasers and their respective affiliates have, from time to time, performed, and may in the future perform, various consulting, financial advisory, investment banking, commercial lending, capital markets services for Virgin Media and LGI, for which they received or will receive customary fees and expenses. Certain of the Initial Purchasers or their respective affiliates have arranged and made loans to subsidiaries of LGI or Virgin Media in the past, are lenders under the Senior Credit Facility and the Bridge Facilities and received fees in relation to arranging such loans. The net proceeds of the issuance and the sale of the notes will be applied to repay loans made under the Existing Credit Facility, and a portion of the proceeds will be received by certain of the Initial Purchasers or their respective affiliates in repayment of the loans held by them. In addition, an affiliate of the Global Coordinator is acting for LGI in an advisory role in connection with the Merger.

In the ordinary course of their various business activities, the Initial Purchasers and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers and such investment and securities activities may involve securities and/or instruments of the Issuers. The Initial Purchasers and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Notice to European Economic Area Investors

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State"), each Manager has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant

Member State (the "Relevant Implementation Date") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this offering memorandum to the public in that Relevant Member State other than:

(a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(b) to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuers for any such offer; or

(c) in any other circumstances falling within Article 3(2) of the Prospectus Directive provided that no such offer of Notes shall require the Issuers or any Initial Purchasers to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 14 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of notes to the public" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State, the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

Notice to United Kingdom Investors

Each Initial Purchaser has represented and agreed that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the U.K. Financial Services and Markets Act 2000, or FSMA) received by it in connection with the issue or sale of the notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuers or the Guarantors; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the notes in, from or otherwise involving the United Kingdom.

This offering memorandum is directed solely at persons who (i) are outside the United Kingdom or (ii) have professional experience in matters relating to investments or (iii) are persons falling within Article 49(2)(a) to (d) of The Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (all such persons together being referred to as "relevant persons"). This offering memorandum must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this offering memorandum relates is available only to relevant persons and will be engaged in only with relevant persons.

LEGAL MATTERS

The validity of the Notes offered hereby and certain other legal matters with respect to U.S. Federal and New York state law and English law will be passed upon for us by Ropes & Gray International LLP and Milbank, Tweed, Hadley & McCloy LLP, London, England. The validity of the Notes and certain other legal matters with respect to U.S. federal and New York State law will be passed upon for the Initial Purchasers by Latham & Watkins (London) LLP.

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The consolidated financial statements and financial statement schedule of Virgin Media and subsidiaries and the effectiveness of Virgin Media and subsidiaries' internal control over financial reporting as of December 31, 2011, and the consolidated financial statements of Virgin Media Investment Holdings Limited and subsidiaries, and Virgin Media Investments Limited and subsidiaries included in Virgin Media's Annual Report on Form 10-K for the year ended December 31, 2011 have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in its reports thereon, included therein, which are incorporated by reference into this offering memorandum.

The Issuers expect to appoint KPMG LLP as their independent auditors pursuant to resolutions of their respective boards of directors to be passed on or prior to the Issue Date.

ENFORCEABILITY OF CIVIL LIABILITIES

Following the Debt Pushdown, each Issuer will be a public limited company incorporated under the laws of England and Wales with its registered office and principal place of business in England. The issuers and all of the guarantors are holding companies with no independent operations or significant assets other than investments in their respective subsidiaries. As a result, it may not be possible for you to recover any payments of principal, premium, interest, Additional Amounts or purchase price with respect to the notes or other payments or claims in the United States upon judgments of U.S. courts for any such payments or claims. The United States and England do not currently have a treaty providing for the reciprocal recognition and enforcement of judgments, other than arbitration awards, in civil and commercial matters. Therefore, a final judgment for the payment of a fixed debt, sum of money, payment or claim rendered by any U.S. court based on civil liability, whether or not predicated solely upon the U.S. federal securities laws, would not automatically be enforceable in England. In order to enforce such a U.S. judgment in England, proceedings must be initiated by way of common law action before a court of competent jurisdiction in England. In the case of any judgment by any U.S. court, an English court will, subject to what is said below, normally order summary judgment on the basis that there is no defense to the claim for payment and will not reinvestigate the merits of the original dispute and therefore will treat the U.S. judgment as creating a valid debt upon which the judgment creditor could bring an action for payment against any relevant assets of the issuers and any of the guarantors, as long as, among other things:

- the U.S. court had jurisdiction, according to the applicable English law tests, over the original proceeding;
- the judgment is final and conclusive on the merits;
- the judgment does not contravene English public policy;
- the judgment must not be for a tax, penalty or a judgment arrived at by doubling, trebling or otherwise multiplying a sum assessed as compensation for the loss or damage sustained; and
- the judgment has not been obtained by fraud or in breach of the principles of natural justice.

Based on the foregoing and subject to matters referred to in "*Description of the Intercreditor Deeds*," there can be no assurance that you will be able to enforce in England judgments in civil and commercial matters obtained in any U.S. court. There is doubt as to whether an English court would impose civil liability in an original action predicated solely upon the U.S. federal securities laws brought in a court of competent jurisdiction in England.

LISTING AND GENERAL INFORMATION

Listing

The Issuers will make an application to list the notes on the Official List of the Luxembourg Stock Exchange and for admission to trading on the Euro MTF market of the Luxembourg Stock Exchange in accordance with the rules of that exchange. Notice of any optional redemption, change of control or any change in the rate of interest payable on the notes will be published in a Luxembourg newspaper of general circulation, which is expected to be the *Luxemburger Wort*, or on the website of the Luxembourg Stock Exchange (*www.bourse.lu*).

For so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of that exchange require, copies of the following documents, including any future amendments, may be inspected and obtained at the specified office of the listing agent in Luxembourg during normal business hours on any weekday:

- the organizational documents of the Issuers;
- our most recent audited consolidated financial statements and any interim quarterly financial statements we publish;
- this offering memorandum;
- the Senior Notes Indenture and the Senior Secured Notes Indenture, each of which includes the form of the relevant Notes; and
- the Intercreditor Deeds.

For so long as the notes are listed on the Luxembourg Stock Exchange and the rules of that exchange require, copies of the articles of incorporation and bylaws, or other constitutional documents as applicable, of the Issuers and each of the Guarantors will be available free of charge at the offices of the listing agent in Luxembourg.

The Issuers will maintain a listing and transfer agent in Luxembourg for as long as any of the notes are listed on the Luxembourg Stock Exchange. The Issuers reserve the right to vary such appointment and we will publish notice of such change of appointment in a newspaper having a general circulation in Luxembourg, which is expected to be the *Luxemburger Wort*, or on the website of the Luxembourg Stock Exchange (*www.bourse.lu*).

The Issuers accepts responsibility for the information contained in this offering memorandum. The Issuers declare that, having taken all reasonable care to ensure that such is the case, the information contained in this offering memorandum is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import.

Virgin Media's fiscal year ends December 31. Virgin Media currently prepares consolidated annual and quarterly reports pursuant to the Exchange Act. VHIM publishes its annual and quarterly reports pursuant to the Exchange Act and files its statutory annual accounts with the Companies House of England and Wales. None of the other guarantors currently publishes financial statements. Virgin Media's most recent audited consolidated financial statements and interim quarterly financial statements are available free of charge at the office of our Luxembourg paying agent. Virgin Media's financial statements will be made available free of charge at the office of our Luxembourg paying agent.

The Issuers have appointed The Bank of New York Mellon (Luxembourg) S.A. as Luxembourg listing agent and registrar with respect to the Notes. The Issuers reserve the right to vary such appointment in accordance with the terms of the indentures governing to the Notes.

Pursuant to Part 1, point 703 of the Rules and Regulations of the Luxembourg Stock Exchange, the Notes will be freely transferable on the Luxembourg Stock Exchange and therefore, no transaction involving the Notes made on the Luxembourg Stock Exchange may be cancelled.

The Issuers accept responsibility for the information contained in this offering memorandum. The Issuers declare that, having taken all reasonable care to ensure that such is the case, the information contained in this offering memorandum is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import. This offering memorandum constitutes a prospectus for the purpose of the Luxembourg law dated July 10, 2005 on Prospectuses for Securities, as amended.

Clearing information

Rule 144A Notes:

The CUSIP number assigned to the Dollar Senior Secured Notes issued under Rule 144A is and the ISIN number is .

The CUSIP number assigned to the Dollar Senior Notes issued under Rule 144A is and the ISIN number is .

The ISIN number assigned to the Sterling Senior Secured Notes issued under Rule 144A is and the common code is .

The ISIN number assigned to the Sterling Senior Notes issued under Rule 144A is and the common code is .

Regulation S Notes:

The CUSIP number assigned to the Dollar Senior Secured Notes issued under Regulation S is and the ISIN number is .

The CUSIP number assigned to the Dollar Senior Notes issued under Regulation S is and the ISIN number is .

The ISIN number assigned to the Sterling Senior Secured Notes issued under Regulation S is and the common code is .

The ISIN number assigned to the Sterling Senior Notes issued under Regulation S is and the common code is .

Legal information

Senior Secured Notes Issuer

The Senior Secured Notes Issuer is a Delaware corporation. The Senior Secured Notes Issuer was incorporated on February 1, 2013. The authorized share capital of the Senior Secured Notes Issuer is $1,000 divided into 1,000 shares of common stock, par value $0.01, 100 of which have been issued. All of the issued shares of the Senior Secured Notes Issuer are fully paid and held by LGI. The Senior Secured Notes Issuer was formed as a special purpose financing company with for the primary purpose of facilitating the offering of the Senior Secured Notes and the other Transactions. The Senior Secured Notes Issuer is a holding company with no operations of its own.

The Senior Secured Notes Issuer's fiscal year ends on December 31.

The creation and issuance of the Senior Secured Notes has been authorized by resolutions of the board of directors of the Senior Secured Notes Issuer dated on or about February 4, 2013.

Senior Notes Issuer

The Senior Notes Issuer is a Delaware corporation. The Senior Notes Issuer was incorporated on February 1, 2013. The authorized share capital of the Senior Notes Issuer is $1,000 divided into 1,000 shares of common stock, par value $0.01, 100 of which have been issued. All of the issued shares of the Senior Secured Notes Issuer are fully paid and held by Liberty Global, Inc. The Senior Notes Issuer was formed was formed as a special purpose financing company for the primary purpose of facilitating the offering of the Senior Secured Notes and the other Transactions. The Senior Notes Issuer is a holding company with no operations of its own.

The Senior Notes Issuer's fiscal year ends on December 31.

The creation and issuance of the Senior Notes has been authorized by resolutions of the board of directors of the Senior Notes Issuer dated on or about February 4, 2013.

General

Except as disclosed in this offering memorandum, there has been no material adverse change in the financial condition of the Issuers since the date of its last audited financial statements.

There is currently no material litigation pending against the Issuers other than that described in this offering memorandum.

SCHEDULE I
LIST OF SENIOR SECURED NOTE GUARANTORS

Avon Cable Joint Venture	NTL Cablecomms Macclesfield	Telewest Communications (Midlands) Limited
Barnsley Cable Communications Limited	NTL Cablecomms Oldham and Tameside	Telewest Communications (Motherwell) Limited[1]
BCMV Limited	NTL Cablecomms Solent	Telewest Communications (North East) Partnership
Birmingham Cable Limited	NTL Cablecomms Staffordshire	Telewest Communications Networks Limited
Cable Camden Limited	NTL Cablecomms Stockport	Telewest UK Limited
Cable Enfield Limited	NTL Cablecomms Surrey	Virgin Media Business Limited
Cable Hackney & Islington Limited	NTL Cablecomms Sussex	Virgin Media Finance PLC
Cable Haringey Limited	NTL Cablecomms Wessex	Virgin Media Inc.[2]
Doncaster Cable Communications Limited	NTL Cablecomms Wirral	Virgin Media Investment Holdings Limited
Eurobell (South West) Limited	NTL Cambridge Limited	Virgin Media Investments Limited
Eurobell (Sussex) Limited	NTL Glasgow[1]	Virgin Media Limited
Eurobell (West Kent) Limited	NTL Kirklees	Virgin Media Payments Ltd
Eurobell Internet Services Limited	NTL Midlands Limited	Virgin Media SFA Finance Limited
Halifax Cable Communications Limited	NTL Wirral Telephone and Cable TV Company	VMWH Limited
Middlesex Cable Limited	Sheffield Cable Communications Limited	Virgin Media Wholesale Limited
NTL Business Limited	Telewest Communications (Cumbernauld) Limited[1]	Virgin Mobile Group (UK) Limited
NTL Cablecomms Bolton	Telewest Communications (Dumbarton) Limited[1]	Virgin Mobile Holdings (UK) Limited
NTL Cablecomms Bromley	Telewest Communications (Dundee & Perth) Limited[1]	Virgin Mobile Telecoms Limited
NTL Cablecomms Bury and Rochdale	Telewest Communications (Falkirk) Limited[1]	Virgin Net Limited
NTL Cablecomms Cheshire	Telewest Communications (Glenrothes) Limited[1]	VMIH Sub Limited
NTL Cablecomms Derby	Telewest Communications (London South) Joint Venture	Wakefield Cable Communications Limited
NTL Cablecomms Greater Manchester	Telewest Communications (Midlands & North West) Limited	X-Tant Limited

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Senior Secured Note Guarantors are incorporated or organized in England and Wales, except where indicated as follows:

(1) Scotland

(2) Delaware

ANNEX I — FINANCIAL AND OPERATIONAL DATA AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2012

RESULTS FOR THE YEAR ENDED DECEMBER 31, 2012 (Unaudited)

Comparisons of financial and operating statistics are to the year ended December 31, 2011, unless otherwise stated.

TOTAL REVENUE

Total revenue was up 2.7% to £4,100.5 million, due to growth in both the consumer and business segments.

Consumer Segment

Cable

Cable revenue increased by 3.0% to £2,804.0 million reflecting growth in both cable ARPU and the customer base.

Mobile

Mobile revenue was £554.8 million, relatively unchanged compared to 2011, primarily due to the regulated change in MTRs and the decline in prepay service revenue, partially offset by growth in contract service revenue.

Non-cable

Non-cable revenue decreased by £8.3 million to £71.4 million mainly due to a reduction in the customer base from 248,200 to 192,800.

Business Segment

Business revenue increased by 5.2% to £670.3 million. The nature of this segment is that significant contracts will cause some unevenness in our revenues as we continue to grow.

OPERATING COSTS AND SELLING, GENERAL AND ADMINISTRATIVE EXPENSES (SG&A)

Operating costs (exclusive of depreciation) increased by 1.5% to £1,629.2 million.

SG&A was relatively flat, increasing by £21.8 million to £817.8 million.

OPERATING INCOME

Operating income increased 29.4% to £699.1 million, primarily due to improved revenue and reduced amortization expense.

Depreciation expense increased by 3.1% to £951.7 million.

No amortization expense was incurred, compared to £118.4 million 2011, as all intangible assets subject to amortization became fully amortized in 2011.

Income tax benefit

Over the last two decades we have invested over £13 billion building our cable network and have incurred losses in operating that infrastructure. Under UK tax law certain of these investment costs and operating losses are offset against future operating profits, giving rise to deferred tax assets. We have historically recorded a full valuation allowance to reduce the value of these assets to zero.

Under GAAP accounting principles, we are required to continually evaluate the need for a valuation allowance and have determined it is more likely than not that in future we will generate sufficient pre-tax income to utilise substantially all of our UK deferred tax assets related to unclaimed capital allowances and net operating losses. An important factor in our assessment was the fact that during 2012, we moved into a three year cumulative pre-tax profit position in the UK for the first time. Therefore, as required by the

applicable accounting rules, we have reduced the valuation allowance, which has resulted in a non-cash income tax benefit of £2.6 billion.

NET INCOME

Net income was £2,852.6 million compared to £75.9 million in 2011. The improvement was mainly due to the income tax benefit described above, and a £148.1 million gain on derivatives.

Other

Interest expense decreased by 9.6% to £398.5 million, mainly due to a lower level of debt and lower average interest rates. As of December 31, 2012, cash and cash equivalents were £206.3 million.

Appendices:

A) Financial Data

- Condensed Consolidated Statements of Comprehensive Income
- Condensed Consolidated Balance Sheets
- Condensed Consolidated Statements of Cash Flows
- Summary Financial Results

B) Operational Data

- Cable Operations Statistics
- Non-Cable Operations Statistics
- Mobile Operations Statistics

A) FINANCIAL DATA

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

	Three months ended December 31,		Year ended December 31,	
	2012	2011	2012	2011
	(unaudited)	(unaudited)	(unaudited)	
	(in £ millions, except per share data)			
Revenue	£ 1,039.7	£ 1,023.7	£ 4,100.5	£ 3,991.8
Costs and expenses				
Operating costs (exclusive of depreciation shown separately below)	405.8	402.9	1,629.2	1,605.6
Selling, general and administrative expenses	191.7	197.1	817.8	796.0
Restructuring and other charges	(1.4)	0.7	2.7	8.4
Depreciation	235.0	228.6	951.7	923.2
Amortization	—	28.1	—	118.4
	831.1	857.4	3,401.4	3,451.6
Operating income	208.6	166.3	699.1	540.2
Other income (expense)				
Interest expense	(94.1)	(105.5)	(398.5)	(440.8)
Loss on extinguishment of debt	(129.2)	—	(187.8)	(47.2)
Share of income from equity investments	—	—	—	18.6
Gain (loss) on disposal of equity investments	—	0.8	—	(7.2)
Gain (loss) on derivative instruments	80.2	(10.2)	148.1	(50.7)
Foreign currency loss	(0.8)	(3.2)	(6.3)	(2.4)
Interest income and other, net	0.3	(1.2)	6.8	82.6
Income (loss) from continuing operations before income taxes	65.0	47.0	261.4	93.1
Income tax (expense) benefit	2,592.0	1.2	2,591.2	(16.0)
Income (loss) from continuing operations	2,657.0	48.2	2,852.6	77.1
Loss on discontinued operations, net of tax	—	—	—	(1.2)
Net income (loss)	£ 2,657.0	£ 48.2	£ 2,852.6	£ 75.9
Other Comprehensive income, net of tax				
Currency translation adjustment	£ (1.1)	£ (0.9)	£ 11.3	£ (12.7)
Net (losses) gains on derivatives, net of tax	(19.8)	(0.2)	(130.3)	(24.2)
Reclassification of derivative gains (losses) to net income, net of tax	4.7	(1.3)	94.2	1.0
Pension liability adjustment, net of tax	(12.8)	(20.1)	(11.0)	(20.6)
Other Comprehensive income, net of tax	£ (29.0)	£ (22.5)	£ (35.8)	£ (56.5)
Comprehensive income	£ 2,628.0	£ 25.7	£ 2,816.8	£ 19.4
Per share amounts				
Income (loss) from continuing operations				
Basic earnings per share	£ 9.88	£ 0.16	£ 10.40	£ 0.25
Diluted earnings per share	£ 8.19	£ 0.16	£ 8.75	£ 0.24
Net income (loss)				
Basic earnings per share	£ 9.88	£ 0.16	£ 10.40	£ 0.24
Diluted earnings per share	£ 8.19	£ 0.16	£ 8.75	£ 0.24
Dividends per share (in U.S. Dollars)	$ 0.04	$ 0.04	$ 0.16	$ 0.16

CONDENSED CONSOLIDATED BALANCE SHEETS

	December 31, 2012	December 31, 2011
	(in £ millions, except par value) (unaudited)	
Assets		
Current assets		
Cash and cash equivalents	£ 206.3	£ 300.4
Restricted cash	1.9	1.9
Accounts receivable—trade, less allowances for doubtful accounts of £9.0 (2012) and £10.9 (2011)	443.8	435.4
Derivative financial instruments	6.1	9.5
Prepaid expenses and other current assets	103.2	97.0
Deferred income taxes	52.9	—
Total current assets	814.2	844.2
Fixed assets, net	4,512.2	4,602.7
Goodwill and other indefinite-lived assets	2,017.5	2,017.5
Derivative financial instruments	461.6	347.9
Deferred financing costs, net of accumulated amortization of £50.6 (2012) and £44.0 (2011)	61.5	75.7
Deferred income taxes	2,586.1	—
Other assets	51.2	50.8
Total assets	£ 10,504.3	£ 7,938.8
Liabilities and shareholders' equity		
Current liabilities		
Accounts payable	£ 349.3	£ 304.4
Accrued expenses and other current liabilities	319.6	373.1
Derivative financial instruments	8.1	16.7
VAT and employee taxes payable	85.5	88.4
Interest payable	67.7	106.8
Deferred revenue	316.7	311.8
Current portion of long term debt	77.1	76.6
Total current liabilities	1,224.0	1,277.8
Long term debt, net of current portion	5,852.0	5,778.5
Derivative financial instruments	101.9	53.6
Deferred revenue and other long term liabilities	168.8	190.0
Total liabilities	7,346.7	7,299.9
Shareholders' equity		
Common stock—$0.01 par value; authorized 1,000.0 (2012 and 2011) shares; issued and outstanding 269.3 (2012) and 286.7 (2011) shares	1.4	1.6
Additional paid-in capital	3,658.9	3,866.6
Accumulated other comprehensive income	(5.8)	30.0
Accumulated deficit	(496.9)	(3,259.3)
Total shareholders' equity	3,157.6	638.9
Total liabilities and shareholders' equity	£ 10,504.3	£ 7,938.8

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year ended December 31,	
	2012	2011
	(in £ millions) (unaudited)	
Operating activities:		
Net income	£ 2,852.6	£ 75.9
Loss from discontinued operations	—	1.2
Income from continuing operations	2,852.6	77.1
Adjustments to reconcile income from continuing operations to net cash provided by operating activities:		
Depreciation and amortization	951.7	1,041.6
Non-cash interest	(0.6)	10.5
Share based compensation	20.9	22.5
Loss on extinguishment of debt, net of cash prepayment premiums	35.7	31.7
Income from equity accounted investments, net of dividends received	—	(0.6)
Unrealized gains on derivative instruments, net of cash settlements	(160.6)	12.8
Unrealized foreign currency (gain) loss	(1.2)	0.9
Loss on disposal of equity investments	—	7.2
Income taxes	(2,588.1)	19.6
Other	—	7.0
Changes in operating assets and liabilities, net of effect from business disposals	(70.7)	(81.2)
Net cash provided by operating activities	1,039.7	1,149.1
Investing activities:		
Purchase of fixed and intangible assets	(783.2)	(656.7)
Proceeds from sale of fixed assets	2.6	2.2
Principal repayments on loans to equity investments	—	108.2
Acquisitions, net of cash acquired	(0.6)	(14.6)
Disposal of equity investments, net	(2.5)	243.4
Other	—	2.8
Net cash used in investing activities	(783.7)	(314.7)
Financing activities:		
New borrowings, net of financing costs	1,441.7	977.0
Repurchase of common stock	(330.2)	(635.0)
Proceeds from employee stock option exercises, net of taxes reimbursed	8.2	17.5
Principal payments on long term debt	(1,317.2)	(1,315.8)
Principal payments on capital leases	(97.7)	(79.2)
Proceeds from settlement of cross currency interest rate swaps	(26.0)	65.5
Dividends paid	(27.3)	(31.1)
Net cash used in financing activities	(348.5)	(1,001.1)
Cash flow from discontinued operations:		
Net cash used in operating activities	—	(10.4)
Net cash used in discontinued operations	—	(10.4)
Effect of exchange rate changes on cash and cash equivalents	(1.6)	(2.0)
(Decrease) increase in cash and cash equivalents	(94.1)	(179.1)
Cash and cash equivalents, beginning of period	300.4	479.5
Cash and cash equivalents, end of period	£ 206.3	£ 300.4
Supplemental disclosure of cash flow information		
Cash paid during the period for interest exclusive of amounts capitalized	£ 406.9	£ 435.2

SUMMARY FINANCIAL RESULTS

	Three Months ended		Year ended	
	Dec 31, 2012	Dec 31, 2011	Dec 31, 2012	Dec 31, 2011
	£m (unaudited)	£m (unaudited)	£m (unaudited)	£m
	(in £ millions)			
Revenue				
Cable	714.9	688.5	2,804.0	2,721.8
Mobile	143.1	142.2	554.8	552.9
Non-cable	16.4	19.9	71.4	79.7
Consumer segment — Total	874.4	850.6	3,430.2	3,354.4
Business segment	165.3	173.1	670.3	637.4
Total Revenue	1,039.7	1,023.7	4,100.5	3,991.8
Operating income	208.6	166.3	699.1	540.2
Segment contribution				
Consumer segment	530.9	518.5	2,053.2	1,991.5
Business segment	102.4	102.9	380.8	377.4
Total segment contribution	633.3	621.4	2,434.0	2,368.9
Income from continuing operations	2,657.0	48.2	2,852.6	77.1
Net cash provided by operating activities	232.1	294.4	1,039.7	1,149.1

B) OPERATIONAL DATA

CABLE OPERATIONS STATISTICS (excl Non-cable and Mobile Operations)

	Three months ended				
	December 31, 2012	**September 30, 2012**	**June 30, 2012**	**March 31, 2012**	**December 31, 2011**
	(data in 000's except percentages, products/Customer and ARPU)				
Customers					
Opening Customers	4,851.6	4,812.1	4,826.8	4,805.6	4,790.6
Gross adds	208.7	243.0	181.7	189.3	203.1
Gross disconnects	(166.0)	(203.5)	(196.4)	(168.1)	(188.1)
Net customer adds (disconnects)	*42.7*	*39.5*	*(14.7)*	*21.2*	*15.0*
Closing Customers	**4,894.3**	**4,851.6**	**4,812.1**	**4,826.8**	**4,805.6**
Monthly Cable customer churn %	1.1%	1.4%	1.4%	1.2%	1.3%
Products					
Opening products	12,145.6	12,068.6	12,071.5	11,998.7	11,975.9
Net product adds (disconnects)	101.2	77.0	(2.9)	72.8	22.8
Closing products	**12,246.8**	**12,145.6**	**12,068.6**	**12,071.5**	**11,998.7**
Net product adds (disconnects)					
Telephone	21.4	9.4	0.7	14.9	(8.3)
Television	17.1	10.7	(7.6)	12.2	1.1
Broadband	62.7	56.9	4.0	45.7	30.0
Total Net product adds (disconnects)	**101.2**	**77.0**	**(2.9)**	**72.8**	**22.8**
Products					
Telephone	4,179.1	4,157.7	4,148.3	4,147.6	4,132.7
Television	3,795.5	3,778.4	3,767.7	3,775.3	3,763.1
Broadband	4,272.2	4,209.5	4,152.6	4,148.6	4,102.9
Total products	**12,246.8**	**12,145.6**	**12,068.6**	**12,071.5**	**11,998.7**
Products / Customer	2.50	2.50	2.51	2.50	2.50
Bundled Customers					
Dual products	1,003.9	1,019.1	1,042.0	1,062.0	1,069.8
Triple products	3,174.3	3,137.5	3,107.3	3,091.3	3,061.6
Percentage of dual or triple products	85.4%	85.7%	86.2%	86.0%	86.0%
Percentage of triple products	64.9%	64.7%	64.6%	64.0%	63.7%
Cable ARPU[1]	**£ 48.87**	**£ 48.73**	**£ 48.82**	**£ 46.95**	**£ 47.85**
ARPU calculation:					
Consumer cable revenue (millions)	£ 714.9	£ 704.7	£ 706.1	£ 678.3	£ 688.5
Average customers	4,875.9	4,820.6	4,821.1	4,816.6	4,796.9

(1) Cable monthly ARPU is calculated on a quarterly basis by dividing total revenue generated from the provision of telephone, television and internet services to customers who are directly connected to our network in that period together with revenue generated from our customers using our virginmedia.com website, exclusive of VAT, by the average number of customers directly connected to our network in that period divided by three. The average number of customers is calculated by adding the number of customers at the start of the quarter and at the end of each month of the quarter and dividing by four.

NON-CABLE OPERATIONS STATISTICS

	Three months ended				
	December 31, 2012	September 30, 2012	June 30, 2012	March 31, 2012	December 31, 2011
			(data in 000's)		
Customers					
Opening Customers	203.9	218.6	233.0	248.2	261.3
Net customer (disconnects) adds	(11.1)	(14.7)	(14.4)	(15.2)	(13.1)
Closing Customers	**192.8**	**203.9**	**218.6**	**233.0**	**248.2**
Products					
Opening products					
Telephone	136.5	146.7	155.3	163.3	169.7
Broadband	203.9	218.6	233.0	248.2	260.7
	340.4	365.3	388.3	411.5	430.4
Net product adds (disconnects)					
Telephone	(6.0)	(10.2)	(8.6)	(8.0)	(6.4)
Broadband	(11.1)	(14.7)	(14.4)	(15.2)	(12.5)
	(17.1)	(24.9)	(23.0)	(23.2)	(18.9)
Closing products					
Telephone	130.5	136.5	146.7	155.3	163.3
Broadband	192.8	203.9	218.6	233.0	248.2
	323.3	**340.4**	**365.3**	**388.3**	**411.5**

MOBILE OPERATIONS STATISTICS

	Three months ended				
	December 31, 2012	September 30, 2012	June 30, 2012	March 31, 2012	December 31, 2011
	(data in 000's except ARPU)				
Contract Customers[1][2]					
Opening Contract Customers	1,670.9	1,641.9	1,588.0	1,523.9	1,421.4
Net contract customer adds	38.0	29.0	53.9	64.1	102.5
Closing Contract Customers[1]	1,708.9	1,670.9	1,641.9	1,588.0	1,523.9
Prepay Customers[2]					
Opening Prepay Customers	1,360.7	1,384.8	1,420.0	1,513.4	1,566.9
Net prepay customer disconnects	(32.1)	(24.1)	(35.2)	(93.4)	(53.5)
Closing Prepay Customers	1,328.6	1,360.7	1,384.8	1,420.0	1,513.4
Total Closing Customers[2]	3,037.5	3,031.6	3,026.7	3,008.0	3,037.3
Mobile Revenue					
Contract service revenue (millions)[3]	£ 102.3	£ 100.6	£ 99.6	£ 98.7	£ 97.6
Prepay service revenue (millions)[3]	34.9	33.2	34.9	36.4	41.4
Equipment revenue (millions)	5.9	3.0	1.9	3.4	3.2
	£ 143.1	£ 136.8	£ 136.4	£ 138.5	£ 142.2
Mobile ARPU[4]	£ 15.13	£ 14.72	£ 14.86	£ 14.96	£ 15.46
ARPU calculation:					
Service revenue (millions)	£ 137.2	£ 133.8	£ 134.5	£ 135.1	£ 138.9
Average customers	3,023.6	3,030.8	3,017.1	3,009.7	2,995.5

(1) Contract customers represents the number of contracts relating to either a mobile service or a mobile broadband contract.

(2) Mobile customer information is for active customers. Prepay customers are defined as active customers if they have made an outbound call or text in the preceding 30 days. Contract customers are defined as active customers if they have entered into a contract with Virgin Mobile for a minimum 30-day period and have not been disconnected.

(3) The amount previously reported for contract service revenue has been increased by £1.4 million for the three months ended September 30, 2012 to reflect credits applied to prepay customer accounts that had been reported against contract service revenue. Amounts reported for contract service revenue have been reduced by £1.2 million for the three months ended March 31, 2012 and by £2.1 million for the three months ended June 30, 2012, to reflect credits applied to contract customer accounts that had been reported against prepay service revenue. A corresponding decrease or increase has been included in prepay service revenue for each of these periods.

(4) Mobile ARPU is calculated on a quarterly basis by dividing service revenue (contract and prepay) for the period by the average number of active customers (contract and prepay) for the period, divided by three. The average number of customers is calculated by adding the number of customers at the start of the quarter and at the end of each month of the quarter and dividing by four.

LYNX I CORP.

$ % Senior Secured Notes due 2021
£ % Senior Secured Notes due 2021

LYNX II CORP.

$ % Senior Notes due 2023
£ % Senior Notes due 2023

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